



Order & Application Form

United Kingdom, Ireland and Malta

Neways Europe BVBA
Kouterveldstraat 20
1831 Diegem, Brussels

A company registered in Belgium.
VAT number: BE0893,292,596.

Tel From UK: 0808 101 2221
From Ireland: 1800 654 238
From Malta: 0032 2711 6998
Fax +32 2711 6980
E-Mail customercare@newaysonline.be

Please complete in BLOCK CAPITALS using black ink, Fields marked with * must be completed.

- I would like to be a Neways Preferred Customer
- I would like to be a Neways Distributor
- I would like to order the Neways Business Kit
- I would like to receive the weekly e-newsletter
(please enter a valid e-mail address)

Recommended by (name)*: Keyword Advertising Ltd

Distributor number*: 2100 16006

This registration is free of charge

You will receive your new customer number within 10 working days.

The Distributor/Preferred Customer agrees that the personal data collected pursuant to this Agreement is necessary for Neways Europe BVBA, to operate the Neways distribution network, process orders and for general administration, marketing, statistical and management purposes. The data is used by various entities within the Neways corporate group, agents and third parties (including sponsors and your upline) involved in the operation of the business and distribution network. The Distributor/Preferred Customer agrees that such data may be transferred to such third parties and outside the EEA for the purposes of processing by Neways. Some of the countries outside the EEA do not have laws in place to protect your information. It may also be transferred to other Neways distributors pursuant to the provisions of this Agreement. The Distributor/Preferred Customer has a right to access and to rectify the data concerning them and to object at any time and for a minimal charge to the further processing of the data for direct marketing purposes. By signing this Agreement the Distributor/Preferred Customer consents to the processing of their data in accordance with this Agreement and in accordance with the Data Protection Act 1998.

Main applicant:

Male Female Title:

Family name:

Given name:

Preferred name:

Business name (if applicable)

Birth date:

Address:

County:

Postcode:

Applicant/s home country:

Preferred language: English French Italian
German Dutch Spanish

Home phone:

Business phone:

Fax:

Mobile:

E-mail:

Co-applicant:

Male Female Title:

Family name:

Given name:

Preferred name:

Birth date:

If you require a password for online ordering please go to the Distributor Centre at www.neways.com, click on United Kingdom, Distributor Centre, Application Form and submit your details.

Delivery address (if this differs from the address entered above)

Surname, Given Name:

Town, Postcode:

Street, No: (No PO Boxes)

Country:

Item Code	Quantity	Size	Product Description	Price inc. VAT	Total inc. VAT
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
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Total (please also include the appropriate shipping rate for your market) VAT and shipping rates are shown on the Price List					

Any commissions due will be paid by BACS, please complete your bank details:

Account Name:

Building Society roll no:

Bank sort code:

Bank name:

Bank account no:

Branch: Country:

- It is illegal for a promoter or a participant in a trading scheme to persuade anyone to make a payment by promising benefits from getting others to join a scheme.
- Do not be misled by claims that high earnings are easily achieved.
- If you sign this contract, you have 14 days in which to cancel and get your money back.

By signing this Application, you hereby confirm that you have received a copy of and have read, understand and accept all of the terms of this Application (including the Terms and Conditions set out overleaf, the Neways Policies and Procedures*, and the Neways Compensation Plan*) and hereby apply to become a Distributor or a Preferred Customer (as applicable) of Neways trading scheme and you wish to place an order for the goods detailed above.

* Included in your Information Pack to be sent within 10 days

For credit/debit card payments please complete:

Payment method: Visa Mastercard Maestro Delta

Credit/debit card no:

Valid from: Expiry:

Issue number: (Maestro only)

Name on card:

Signed Main applicant*

Date* / /

Signed Co-applicant*

Date* / /

Signed for Neways 

day month year



Terms and Conditions, which will apply to both Newways Preferred Customers and Newways Distributors:

1. This form and these Terms and Conditions, the Newways Policies and Procedures, and the Newways Compensation Plan, together form the entire Preferred Customer/ Distributor Agreement, each of which separate documents are by this reference expressly incorporated into the Agreement in their present form and together constitute the entire agreement between Newways and the Distributor and supersedes any previous agreements, representation or undertakings, and such Agreement is between you and Newways Europe BVBA, (hereafter known as "Newways").
2. Newways reserves the right to accept or reject any Preferred Customer/Distributor Application without having to provide a reason for its acceptance or rejection.
3. Newways Europe BVBA of Kouterveldstraat 20, 1831 Diegem, Belgium, is the promoter of this trading scheme in the United Kingdom. The goods which are sold under this scheme are nutritional, cosmetics, body care and related products supplied by Newways and such other goods or services as Newways may market from time to time.
4. Newways may amend this agreement from time to time by giving you thirty (30) days written notice for general obligations and sixty (60) days written notice if there are any changes in your annual financial obligations to Newways.
5. This Agreement is personal to you and may not be assigned or otherwise transferred to anyone without the prior written consent of Newways (which may be granted or declined at Newways' sole discretion). Newways may assign this Agreement to any of its affiliates without your consent.
6. Newways shall provide the Distributor/Preferred Customer with an adequate record of all goods or services supplied by Newways to the Distributor/Preferred Customer in respect of which payment is due for the Distributor/Preferred Customer, which record may take the form of any itemised order form, invoice or receipt. Newways shall endeavour during the continuance of this Agreement to supply all goods and services ordered by the Distributor/Preferred Customer. Newways reserves the right to substitute goods of an equal value and as near as possible to the original item ordered, if for any reason the identical goods are not available.
7. Where a Distributor/Preferred Customer is resident in the UK, this Agreement is governed by English law and is subject to the non-exclusive jurisdiction of the English courts. Where a Distributor or a Preferred Customer is resident in the Republic of Ireland then this Agreement is governed by the Irish law and is subject to the non-exclusive jurisdiction of the Irish courts. Where a Distributor or Preferred Customer is resident in Malta, this Agreement is governed by Maltese law and is subject to the non-exclusive jurisdiction of the Maltese courts.
8. If any provision of this Agreement is held by a court to be illegal, unenforceable, or invalid in whole or in part, the remainder of that provision and all other parts of the Agreement will continue to be binding and have effect.
9. Any notice you wish to send to Newways should be sent to its address overleaf. Any notices Newways wishes to send to you will be sent to your address overleaf or to any other address you have notified Newways of in writing. Changes by Newways to the Agreement may be notified by any reasonable means, including newsletters and other Newways publications circulated generally to Distributors.

Provisions relating to Distributors only:

10. Upon acceptance of this Application by Newways, you will be authorised to represent yourself as an independent Distributor of Newways products. You will then be entitled to purchase Newways products for your own personal consumption as well as for your business and market the products and present the Newways opportunity. You are not being granted an exclusive franchise or territorial exclusivity. For UK residents please note that by law, Newways cannot accept any payment or an undertaking to make a payment of any sum exceeding £200 (VAT inclusive and delivery costs) from you within the first 7 days of your appointment as a Distributor.
11. To the extent of any conflict or inconsistency between the documents comprising the Agreement, these Terms and Conditions shall supersede and prevail over the Policies and Procedures and Compensation Plan. You also agree to comply with all of the rules and codes of conduct of the applicable Direct Selling Associations.
12. Your only financial obligation during the period of 12 months from the commencement date of the Agreement is an annual renewal fee. You have no further annual financial obligation and in particular have a free choice whether or not to purchase any goods or services under this trading scheme
13. The term of this agreement is one year. Provided that the Agreement has not been terminated, the Agreement will be renewed yearly when you pay your annual renewal fee. Upon each annual renewal of the Agreement the Distributor shall renew upon the then current terms of these Terms and Conditions, the Newways Policies and Procedures and the Newways Compensation Plan. This annual renewal fee will be payable upon the 12 month anniversary of the execution of this Agreement. If you fail to pay your renewal fee you will be reclassified as a Preferred Customer and shall be entitled to purchase Newways products at the Distributor price, but will not be entitled to participate in the Newways compensation plan. Once the Distributorship is reclassified as a Preferred Customer, the Distributor loses all title, rights, and interest in the Distributor's Downline. Newways may also elect not to renew a Distributor's Agreement upon its anniversary date. If you or Newways terminate this agreement, you shall immediately cease to (i) hold yourself out to be a Newways Distributor (ii) use the Newways trade marks and logos, (iii) cease to receive any commissions derived through the sales or other activity of your former downline organisation.
14. You must be in compliance with the terms of this Agreement in order to be eligible to receive commissions from Newways. You understand that if you fail to comply with the terms of the Agreement, Newways may, at its discretion,

impose upon you disciplinary action as set forth in the Policies and Procedures.

15. You must keep records of all sales transactions and on request from Newways must produce retail receipts for any retail sales and comply with any other reasonable verification procedures required by Newways from time to time.
16. Sales of these products are made by Newways' Distributors who participate in the scheme as principals.
17. As a distributor and a self-employed businessperson, you are not an employee or agent, partner, legal representative or franchisee of Newways. You are not authorised to make representations or incur any liabilities on behalf of Newways and must not purport to do so. You are responsible for your own business decisions and all expenses incurred in running your business. Newways will not be liable for any debts or liabilities incurred by the Distributor and the Distributor is personally liable for any taxes of duties required by law, including income tax, national insurance contributions and VAT. As a Distributor you shall be solely responsible for paying all expenses incurred by you, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. You are responsible for completing your own annual income tax return and delivering it to HM Revenue and Customs and keeping all proper records as are necessary to ensure the proper assessment and payment of any such taxes of duties.
18. You may use Newways' trade names, trademarks and copyrights only during the term of this Agreement, for the purpose of your Newways business and in accordance with the terms of this Agreement.
19. You agree that the names, addresses, and contact details of Newways Distributors, and any other information provided to you for working with your downline, or for any other reason, are Newways' confidential proprietary information, and will only be used by you for the purpose of your Newways business.

20.Termination

- 20.1 The Distributor may cancel this Agreement without penalty within 14 days of entering into this Agreement by giving written notice of cancellation to Newways at its address set out overleaf (or to such alternative address within the United Kingdom as Newways may specify) and:
 - (a) The Distributor may require Newways to repay the Distributor within 14 days any monies which the Distributor has paid to or for the benefit of Newways or any of its other Distributors in connection with the Distributor's participation in this trading scheme or paid to any other Distributor in accordance with the provisions of this trading scheme; and
 - (b) The Distributor may return to Newways' C/o Fedex Cambridge, Stanton Way, Huntingdon, Cambs PE29 6XL, England (or Newway's appointed carrier) any goods which the Distributor has purchased under the trading scheme within such 14 day period and which remain unsold, provided that such unsold goods remain in the condition in which they were in at the time of purchase, whether or not their external wrappings have been broken, and may recover any monies paid in respect of such goods; and
 - (c) The Distributor may cancel any services which the Distributor has ordered under the trading scheme within such 14 day period and may recover any monies paid in respect of such services, provided that such services have not yet been supplied to the Distributor.
- 20.2 In order to recover any monies paid in accordance with sub-clauses 20.1(a) or (c) above the Distributor must give notice to Newways requesting the repayment of such monies to Newways' address referred to overleaf within 14 days of entering into this Agreement and Newways shall repay such monies as the Distributor may be legally entitled to recover within 30 days of the date of cancellation.
- 20.3 In order to recover monies paid for goods under sub-clause 20.1 (b) above, the Distributor must deliver the goods to Newways within 14 days of entering into this Agreement to the address referred to above. The Distributor shall bear the cost of such delivery. The monies paid in respect of those goods is payable to the Distributor on delivery of the goods, or forthwith if the goods have not yet been delivered to the Distributor.
- 20.4 The Distributor may terminate this Agreement at any time without penalty by giving written notice of termination to Newways at its address overleaf. If the Distributor gives notice to terminate this Agreement more than 14 days after the Distributor entered into the Agreement, the Distributor may return to Newways:
 - (a) any goods which the Distributor has purchased under the scheme within 90 days prior to such termination and which remain unsold and Newways will pay the Distributor the price (inclusive of VAT) which the Distributor paid for the goods, less where the condition of any such goods has deteriorated due to an act or default on the part of the Distributor, an amount equal to the diminution in their value resulting from such deterioration and a reasonable handling charge (which may include the cost of repackaging returned goods for resale); and
 - (b) any goods (including training and promotional manuals, business manuals and kits) which the Distributor has purchased under the scheme more than 90 days but within one year prior to such termination and which remain unsold and Newways will pay the Distributor an amount equal to 90% of the price (inclusive of VAT) which the Distributor paid for the goods less an amount equal to (i) any commissions, bonuses or other benefits (in cash or in kind) received by the Distributor in respect of those goods (ii) any amounts due from the Distributor to Newways on any account, and (iii) a reasonable handling charge; provided always that (1) the goods have not been purchased or acquired by the Distributor in breach of this Agreement, (2) the Distributor returns the goods to Newways in an unused, commercially resalable condition not more than 14 days after the date of termination, and (3) Newways has not clearly informed the Distributor that the

goods were seasonal, discontinued or special promotion products which were not to be subject to the one year buy- back provisions under this Clause.

- 20.5 Newways may terminate this Agreement at any time by giving written notice to the Distributor. If Newways terminates this Agreement the Distributor may return to Newways:
 - (a) any goods which the Distributor has purchased under the scheme within 90 days prior to such termination and which remain unsold for a full refund of the price (inclusive of VAT) which the Distributor has paid for them together with any costs incurred by the Distributor for returning the goods to Newways. (The Distributor must deliver the goods to Newways within 21 days of such termination to Newways' address referred to in clause 20.1(b)). Newways will bear the cost of such delivery. The purchase price is payable to the Distributor on delivery of the goods, or forthwith if the goods are already held by Newways.;
 - (b) any goods (including training and promotional manuals, business manuals and kits) which the Distributor has purchased under the scheme more than 90 days but within one year prior to such termination and which remain unsold and Newways will pay the Distributor an amount equal to 90% of the price (inclusive of VAT) which the Distributor paid for the goods less an amount equal to (i) any commissions, bonuses or other benefits (in cash or in kind) received by the Distributor in respect of those goods (ii) any amounts due from the Distributor to Newways on any account, and (iii) a reasonable handling charge; provided always that (iv) the goods have not been purchased or acquired by the Distributor in breach of this Agreement, (2) the Distributor returns the goods to Newways in an unused, commercially resalable condition not more than 14 days after the date of termination, and (3) Newways has not clearly informed the Distributor that the goods were seasonal, discontinued or special promotion products which were not to be subject to the one year buy- back provisions under this Clause.
 - 20.6 If this Agreement is terminated for any reason the Distributor will have the right to be released from all future contractual liabilities towards Newways in relation to this trading scheme, except:
 - (a) liabilities relating to payments made to the Distributor under contracts which the Distributor has made as agent for Newways (if any); and
 - (b) any liability to pay the price of goods or services already supplied to the Distributor by Newways where the Distributor has not returned such goods to Newways in accordance with sub-clauses 20.1 or 20.4; and
 - (c) the provisions of clause 4.3.7 of the Policies and Procedures which relate to competition with the business of Newways after termination of this Agreement and which shall remain in force after the date of termination.
 - 20.7 On termination of this Agreement for whatever reason the Distributor shall be entitled to retain any commission paid to the Distributor in accordance with this Agreement unless:
 - (a) the commission was paid in respect of goods returned to Newways (or goods returned to another Distributor who paid the commission);
 - (b) Newways has refunded any monies due to the Distributor in accordance with sub-clauses 20.1 (b) 20.4 and/or 20.5 above; and
 - (c) repayment of the commission is claimed within 120 days of the date of having been made, in which case the Distributor shall repay such commission to Newways forthwith on demand or Newways may set-off the amount of such commission against any other amounts due from it to the Distributor.
- Any notice given under this termination clause, which is given by first class post to the address of the parties set out overleaf, or to such other address as shall have been notified from time to time in writing by one party to the other, shall result in the period of notice commencing to run from the day when such notice is posted.
- Provisions relating to Preferred Customers only:**
- 21 The description and price of the products and delivery costs are set out in the Newways Price List, which is current at the time of publishing. Newways reserves the right to change the prices of any products and to discontinue any products. Announcements of price changes will be issued at least 30 days before going into effect.
 - 22 The Preferred Customer shall pay the price for the products to Newways prior to the delivery of the products and payment will be taken on receipt of a completed order form.
 - 23 Newways will ship the products under normal conditions within 5 working days of receipt of a completed order form.
 - 24 The Preferred Customer may, by written notice to Newways, cancel a sale of products under this Agreement at any time up to the end of the seventh working day from the date on which the Preferred Customer receives the products. The Preferred Customer does not need to give Newways a reason for such cancellation nor will the Preferred Customer have to make any payment in respect of such cancellation.
 - 25 If the Preferred Customer receives products before the Preferred Customer cancels the sale of products in accordance with clause 24 above then the Preferred Customer must keep the products in the same condition as on delivery and return the products to Newways International, C/o Fedex Cambridge, Stanton Way, Huntingdon, Cambs. PE29 6XL England (or to Newways' preferred carrier) at the Preferred Customer's cost.
 - 26 Newways guarantees the quality of every item supplied by it and will exchange, refund or replace any product and accessory showing a manufacturing defect, which is returned within a reasonable time of receipt of the goods to Newways.
 - 27 The Preferred Customer may address any of its queries or complaints in respect of this agreement to Newways at the address overleaf.