

# Independent Consultant Agreement & Bank Authority Form



## CONSULTANT INFORMATION (\*Indicates mandatory fields)

Date  \*Date of Birth  \* Mr/Mrs/Ms/Miss (please circle)

\*Surname

\*First Name

\*Middle Initial/s

Business Name (if Consultant is a Business or Company)

ACN

\*Day Time Number

Evening Number

Mobile

\*Email Address (Please Print)

## "MAILING" ADDRESS (for correspondence and billing)

\*Street Address

\*Suburb

\*State  \*Postcode  \*Country

## "SHIP TO" ADDRESS (for product & parcel deliveries)

\*Street Address

\*Suburb

\*State  \*Postcode

## ABN INFORMATION (please select one)

Yes.

No, I do not have an ABN and I am not required to have one by law.

## GST INFORMATION (please select one)

Yes, I am currently registered for Goods and Services Tax (GST)

No, I am not currently registered for GST and I am not required to be by law.

## SPONSOR INFORMATION

\*Surname

\*First Name

Consultant ID

## KIT CHOICE (I agree to purchase the KIT of my choice below and attach my product selections on another form)

Kit Description	Price	Payment in FULL	
		<input type="checkbox"/>	<input type="checkbox"/>
Joining Fee	\$29	<input type="checkbox"/>	<input type="checkbox"/>
Introductory Kit	\$299	<input type="checkbox"/>	<input type="checkbox"/>

I understand that the purchase price can be refunded if I return the KIT in its original condition within the period of 30 days of the purchase date. I further understand that no sales commission is paid to any person on my acquisition of such KIT.

## PAYMENT AUTHORISATION

\*Card Number

\*Expiry Date   Visa  Mastercard  \*CCV

I authorise Crea Direct to debit my credit card with the following amount \$

\*Name (please print)

\*Signature

## DIRECT DEPOSIT AUTHORITY

Signing this section gives Crea Direct Pty Ltd authority to deposit funds via Direct Credit into your nominated bank account. This is the ONLY payment method Crea Direct uses for Consultant commissions. If no bank details are submitted, these payments will accrue to you. By signing the section below you acknowledge you've read the Terms & Conditions as outlined on this form governing the credit arrangement between you and Crea Direct.

\*Account Name

\*Financial Institution

\*Branch Address

State  Postcode  Country

\*BSB  \*Account Number

\*Signature

Date

## AGREEMENT ACCEPTANCE & SIGNATURE

The written acceptance of this application by Crea Direct Pty Ltd ACN 148 912 252 ("Crea Direct") will form a binding agreement between the person whose details appear on this form ("the Consultant") and Crea Direct on the Terms & Conditions as set out in this application and on the back of this application and in the Crea Direct Rules of Conduct for Consultants which appear in the Consultant Manual and the Crea Direct Rewards & Recognition Plan (each as amended by Crea Direct from time to time). I certify that I am 18 years of age or over. Applicants with written parental consent may complete a Consultant Agreement at 16 years of age.

## \*APPLICANT'S SIGNATURE

**Please send this Independent Consultant Agreement Form to  
Crea Direct Pty Ltd ACN 148 912 252**

**Unit 6, 3 Central Ave, Thornleigh NSW AUSTRALIA 2120**  
t: 0800 466 092 f: +61 2 9847 445  
e: consultantcare@creata.com  
w: creatadirectfashion.co.nz

FOR OFFICE USE ONLY  
Account ID#

Crea Direct Pty Ltd will retain the original for office use and send the Applicant a copy.

# INDEPENDENT CONSULTANT AGREEMENT – TERMS AND CONDITIONS (PLEASE READ CAREFULLY)

The Consultant hereinafter referred to as “the Consultant” (which includes Consultant, Leader, Manager, Executive Manager and Senior Executive Manager as such terms are used and defined in the Rewards and Recognition Program) or “You” is hereby appointed an Independent Consultant with authority (but without any obligation) to procure the sale of the products of Crea Direct Pty Limited ACN 148 912 252 (“Crea Direct” or “We”) on the terms and conditions specified by Crea Direct from time to time. The parties agree that:

1. The Consultant identified through Crea Direct’s online application form (“the Consultant”) is hereby authorised by Crea Direct (but is not under any obligation) to seek orders for the purchase of Crea Direct products from Customers and applications for appointment as Consultant contracted to Crea Direct anywhere in New Zealand. This is not a contract for the supply of services or the performances of any work by the Consultant. The Consultant represents and warrants that the information provided by their online application form is true and accurate and the Consultant agrees to notify Crea Direct in writing if such information changes.

2. Crea Direct shall pay to the Consultant the bonuses or other benefits which may become payable to the Consultant in accordance with Crea Direct’s Rewards & Recognition Plan as amended by Crea Direct from time to time.

3. The Consultant may at their own expense engage or employ others to conduct or assist them in conducting their activities as a Consultant as they may from time to time think fit, provided that in selecting such persons they shall ensure that the character and conduct of the person will not be likely to damage the reputation of Crea Direct or its products.

4. There are no restrictions placed on the Consultant as to territory within New Zealand.

5. The Consultant is an independent contractor in business on his or her own account. The Consultant is not an employee of Crea Direct and is not an agent of Crea Direct for any purpose whatsoever and as such the Consultant will not hold itself out to be an employee of Crea Direct. Crea Direct shall not be responsible for any sick or annual leave, PAYE, Kiwisaver or similar matters and accepts no responsibility for the ACC levy or other insurance or any superannuation in respect of the operations of the Consultant hereunder.

6. On placing an order of products, the Consultant will organise payment to be made to Crea Direct, in a form accepted by Crea Direct, in an amount equal to the recommended retail price (GST inclusive) of the products purchased, postage and handling (if applicable) plus any other charges that may be applicable.

7. Where a Consultant accepts payment from a Customer for the purchase of Crea Direct products by way of Visa or MasterCard and the Consultant is not party to a merchant agreement with the relevant credit card provider, Crea Direct will process the credit card payment for the Consultant on the following terms and conditions:

(a) The Consultant must verify the credit card details and signature of the Customer before processing the credit card payment.

(b) The Consultant releases Crea Direct from any liability and holds Crea Direct harmless from any loss or damage the Consultant may suffer if the credit card payment is declined or cannot be processed or if there has been a credit card fraud.

(c) The Consultant indemnifies Crea Direct against any loss or damages Crea Direct suffers in relation to the processing of the credit card payment and against any loss, damages or costs Crea Direct incurs as a result of or in the course of investigating any credit card fraud or suspected credit card fraud in connection with the purchase, and

(d) Crea Direct may retain any nett sale proceeds and apply such funds towards payment of any amount that the Consultant owes Crea Direct.

(e) The indemnities provided at paragraphs (b) and (c) survive termination of this Agreement.

8. The Consultant will uphold the provisions of the Crea Direct returns policy (as set out in the Crea Direct manual) and will honour all Customer requests for a refund or exchange of products made within the guarantee period (30 days from purchase) which comply with the Crea Direct returns policy and which otherwise fall within the terms of the Crea Direct Guarantee. Upon return of the product to Crea Direct within the guarantee period, together with a completed Returns & Exchange form, and at Crea Direct’s discretion, Crea Direct will either exchange the goods with a replacement product/s of equal or greater value or issue a refund where appropriate for the price paid to Crea Direct for those product/s.

9. The Consultant will bear all costs and expenses incurred by them in connection with their activities, including the purchasing of marketing materials from Crea Direct as may be required from time to time, and the Consultant hereby indemnifies Crea Direct and agrees to keep Crea Direct indemnified against all actions, proceedings, liabilities, claims, damages, costs and expenses arising out of or in any way relating to:

(i) their activities hereunder;

(ii) a breach of any representation or warranty; and

(iii) a breach of these terms and conditions.

10. Either party may terminate this Agreement, without cause, at any time, by giving one (1) months’ written notice to the other party. [Upon termination of this Agreement for whatever reason, the Consultant must immediately send to Crea Direct all copies of customer orders, records and contact details held by the Consultant, and must, upon request by Crea Direct return to Crea Direct any printed materials or literature furnished or made available by Crea Direct for the use of its consultants, and do such other acts and things as Crea Direct may reasonably require to eliminate any identification or representation of the Consultant as a consultant associated with Crea Direct.] The termination of this Agreement will be without prejudice to one party’s rights and remedies relating to any breach of this Agreement to the other party where the breach occurred before the termination.

11. A Consultant’s status as an active Consultant will continue for a period until such time as an order is not received for three consecutive months. At the conclusion of the third month period of non-activity the Consultancy may be terminated at the sole discretion of Crea Direct.

12. The Consultant shall only use Crea Direct produced recruiting, merchandising and training literature and business building aids, as contained with the Crea Direct manual, in connection with the promotion and sale of Crea Direct products and the Consultant’s recruitment activities. If the Consultant contravenes this directive by either using non Crea Direct produced material or selling non Crea Direct produced material to other Consultants without the approval in writing from Crea Direct this Agreement and the Crea Direct Consultancy may be terminated at the sole discretion of Crea Direct immediately.

13. The Consultant consents to the Crea Direct Privacy Policy (as amended by Crea Direct from time to time). The Consultant also consents to:

(a) Crea Direct collecting and storing the personal information herein and using it in relation to their activities as a Consultant.

(b) The transfer by Crea Direct of the personal information herein to the Consultants sponsor and/or any person in the Consultants sponsor’s upline organisation.

14. The Consultant will fully and promptly comply with the Crea Direct Rules of Conduct and the Crea Direct Rewards and Recognition Plan (each as amended by Crea Direct from time to time), it being acknowledged by the Consultant that the Consultant has read and understood such Rules of Conduct and Rewards and Recognition Plan. Together with this Agreement they constitute the entire agreement between Crea Direct and the Consultant and no representations or warranties have been made or given by Crea Direct or any of its representatives to the Consultant other than those set forth in this Agreement, the Rules of Conduct and the Crea Direct Rewards & Recognition Plan. In particular, Crea Direct makes no representations and gives no warranties regarding any income that the Consultant will be able to derive from the Crea Direct consultancy.

15. The Consultant may not assign the benefit of this Agreement to any other party without the prior written consent of Crea Direct, which may be withheld at Crea Direct’s absolute discretion.

16. This Agreement is subject to acceptance by Crea Direct at its office at Unit 6, 3 Central Avenue, Thornleigh, NSW, 2120, which acceptance shall be deemed to occur upon the sending to the Consultant by Crea Direct of a copy of this Agreement duly signed by an authorised representative of Crea Direct.

17. The terms of this Agreement can only be varied in writing by agreement of the parties hereto.

18. This agreement shall be governed by the laws of New Zealand.

19. In the interpretation of this agreement, a reference to the singular includes the plural and vice versa, and words importing one gender includes the other gender.

20. If you wish to notify us in writing about anything relating to our relationship as Consultant and Crea Direct, you should send an email to consultantcare@creata.com.au. We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Credit Request. Any notice will be deemed to have been received two business days after it is posted.

## Direct Deposit Authority Terms & Conditions

1. CREDITING YOUR ACCOUNT - By signing a Direct Deposit Authority, you have authorised us to arrange for funds to be credited (deposited) to your bank account. These terms and Conditions detail the terms of the arrangement between you and us.

2. CHANGES BY US - We may vary any details of this Direct Deposit Authority service agreement at any time by giving you at least fourteen (14) days written notice.

3. CHANGES BY YOU - You may request changes to any details on your Direct Deposit Authority at any time by emailing consultantcare@creata.com.

### 4. ACCOUNTS

(a) You should check your account details which you have provided to us are correct by checking them against a recent account statement; and

(b) You should contact your financial institution before completing the Direct Deposit Authority if you have any queries on how to complete the Direct Deposit Authority.

### 5. CONFIDENTIALITY

(a) We will keep any information (including your Account details) in your Direct Deposit Authority confidential. We make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of the information.

(b) We will only disclose information that we have about you in your Direct Deposit Authority:

(i) To the extent specifically required by law; or

(ii) In connection with this Direct Deposit Authority (including disclosing information in connection with any query or claim).