

COUNTRYSMITHS PARTY PLANNER AGREEMENT



Contract to appoint a sales agent ("Party Planner") to sell products supplied by CountrySmiths Limited ("CountrySmiths") in a particular territory for a sales commission

PARTY PLANNER AGREEMENT

This agreement is made DD//MM//YYYY, between CountrySmiths Limited, a UK business (Registration No 7144349), with its registered office located at 23 Station Road, Gerrards Cross, Buckinghamshire, SL9 8ES ("CountrySmiths"), and _____ (Name), _____ (address) ("Party Planner").

RECITALS FROM PARTIES

A. CountrySmiths is a predominately an online retailer (www.countrysmiths.co.uk) and desires to appoint agents, known as "Party Planners", for the sale of CountrySmiths' products (Appendix 1) in the following territory: _____.

B. Party Planner desires to accept such appointment and to perform all the provisions of this agreement.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION ONE: AGREEMENT DURATION

The term of the agency created shall be twelve months, beginning DD//MM//YYYY, unless sooner terminated. At the end of the initial twelve months the Agreement will continue subject to a notice period of one calendar month in writing by either party.

SECTION TWO: PARTY PLANNER'S BEST EFFORTS

Party Planner agrees to devote the appropriate time and best efforts to the business of CountrySmiths and schedule a minimum of one party per calendar month in the described territory over the 12 months commencing with the commencement date of this agreement.

SECTION THREE: NON-DISCLOSURE OF COUNTRYSMITHS AFFAIRS

Party Planner agrees to keep confidential such information as CountrySmiths may from time to time impart to Party Planner regarding CountrySmiths' business affairs and customers. Party Planner will not, in whole or in part, now or at any time, disclose such information.

SECTION FOUR: SALES COMMISSIONS

A. Party Planner, during the term of the agreement, shall receive a commission from the sale of CountrySmiths' products by the Party Planner as outlined in the Party Planner Catalogue, sold for use in Party Planner's territory.

B. Party Planner commission on sales made pursuant to this agreement for products listed in the Party Planner Catalogue shall be as set out in Appendix 1:

C. Party Planner commission on sales made pursuant to this agreement for products not listed in the Party Planner Catalogue but included within the CountrySmiths' full range shall be at a rate of 5% of the product price. The product price will be the web price at the time of the sale.

D. Party Planner will be entitled to a £75.00 commission paid on the successful referral and recruitment of a new Party Planner. The Party Planner should not make any claims that high earnings are easily achieved. Payment of the commission will be paid ninety days from the effective date of the new agreement and subject to a minimum of three parties having been undertaken by the new Party Planner.

E. Selected products will periodically be subject to special offers and CountrySmiths will endeavor to advise Party Planners of future offers so the Party Planner can make best advantage of such offers. These special offers will be available across the entire CountrySmiths' Range.

F. The Party Planner may also purchase goods for stock or for personal use at a discounted rate equivalent to the Commission rate for the product increased by half of the commission rate again. As an example a product subject to commission rate of 20% may be purchased at a discount of 30%. Stock and personal purchases are controlled to prevent abuse. The initial stock commitment or such higher amounts which might be agreed can be purchased at this discount. Personal purchases are limited to a maximum of £1,200 over a year or the commission earned on Party Planner sales which ever is the lower unless specifically agreed.

G. Any Party Planner orders placed for less than £150 will incur a carriage charge of £6.99 plus VAT which will be charged against commissions. Orders over £150 will be carriage free.

SECTION FIVE: WHEN COMMISSIONS ARE PAID

A. CountrySmiths will pay commission by Bank Transfer ("BACS") on products purchased by the Party Planner 30 days from the end of each calendar month. For example CountrySmiths will pay commission monies for April sales on the 30th May.

SECTION SIX: SALES THROUGH OTHER SALES CHANNELS

Party Planner waives any claim to a commission on any sales made in the Party Planner's territory other than through the Party Planner's own efforts. For the avoidance of doubt only sales submitted by the Party Planner will be deemed the Party Planner's actual sales. Customers known to the Party Planner who order goods directly through the CountrySmiths' website will not be considered as sales made by the Party Planner.

SECTION SEVEN: SALES IN OR FROM OTHER TERRITORIES

A. Party Planner agrees not to enter the territory of any other Party Planner of CountrySmiths for the purpose of selling CountrySmiths' products, or to endeavor, directly or indirectly, to make sales of CountrySmiths' products to people outside of Party Planner's territory.

B. With regards disputes on commissions CountrySmiths shall have the right to determine, in any dispute arising between Party Planner and any other sales agent of CountrySmiths, the right to commission on any sale, and Party Planner shall abide by and be bound by CountrySmiths decision.

C. Should the situation arise that a Party Planner may be able to sell to a group or organization which may be based or distribute the goods outside of the Party Planner's territory then the Party Planner should seek advice from CountrySmiths so that any possible dispute can be set aside if possible.

D. Whilst CountrySmiths predominately is an online trader it does sometimes take part in shows and events. If such events fall within a Party Planner's territory then CountrySmiths will discuss involvement for the Party Planner.

E. CountrySmiths is always looking at new ways to engage with and service customers and to widen the range of products available. Due to the ever changing nature of the business there is a possibility that some plans may affect a Party Planner – should this situation arise CountrySmiths will discuss any impact that such change may have on the Party Planner and if possible include the Party Planner in such plans.

SECTION EIGHT: ORDER TAKING

A. All goods are sold to the Party Planner by CountrySmiths on a non-return basis. Risk for the goods sold shall pass to the Party Planner upon delivery inclusive of returns and exchanges of goods. In the event that the Party Planner wishes to return damaged goods CountrySmiths shall exchange these goods but will not be liable to pay carriage costs associated with returning goods.

B. All orders for CountrySmiths products shall be taken on printed forms by the Party Planner furnished by CountrySmiths. All orders should be signed by purchaser. Orders taken by the Party Planner shall not be binding until accepted by CountrySmiths. When the Party Planner submits the order to CountrySmiths online (see 8D below) then this will be on the strict understanding that the Party Planner has obtained such confirmed orders.

C. Party Planner agrees that officers or authorised representatives of CountrySmiths shall have, on demand, access to and the right to examine and make copies of all books of accounts and papers of Party Planner, in order to ascertain whether the business of Party Planner is being conducted in a manner satisfactory to CountrySmiths.

D. All orders to CountrySmiths by the Party Planner will be submitted online via the CountrySmiths website www.countrysmiths.co.uk. The delivery address shall always be the Party Planner's address and shall be referenced with the Party Planner's unique account number.

E. All orders by the Party Planner to CountrySmiths will be delivered to the Party Planner. CountrySmiths take no responsibility for any delay in delivery though endeavour to ensure that all orders are processed and dispatched as quickly and as smoothly as possible. The orders shall contain all conditions of sale between Party Planner and purchaser and CountrySmiths shall not be responsible for any bespoke promises or conditions provided by the Party Planner to the purchaser.

F. CountrySmiths products shall not be sold for more or less than the current CountrySmiths web prices not including any special offers promoted on the CountrySmiths website.

G. If CountrySmiths is compelled to make any concessions to customers or incur any expense by reason of a violation of these requirements, the amount of the expense may be charged to Party Planner's account plus 5%.

H. CountrySmiths reserves the right to reject any order when, in the judgement of CountrySmiths, the order contravenes any of the agreed terms.

SECTION NINE: NON-COMPETE BY PARTY PLANNER

Party Planner, having agreed to devote time to CountrySmiths business, shall not engage, directly either as a sales agent or as employee of any other party, in manufacturing, buying, selling, or dealing in directly competitive product in the territory described.

SECTION TEN: PARTY PLANNER COSTS

All insurances and expenses for traveling, entertainment, office, clerical, and equipment maintenance, and general selling expenses that may be incurred by Party Planner in connection with this agreement will be borne wholly by the Party Planner. In no case shall CountrySmiths be responsible or liable for such expenses. In instances where CountrySmiths can assist in any area the costs incurred by CountrySmiths will be passed on to the Party Planner without uplift.

SECTION ELEVEN: REPORTING

A. Party Planner agrees to provide CountrySmiths a monthly report of the schedule of upcoming parties including date, time and expected number of attendees and revenue potential.

SECTION TWELVE: AGREEMENT MODIFICATION AND TERMINATION

- A. CountrySmiths at any time may alter and change the boundaries and territory covered by this party planner agreement.
- B. This agreement may be terminated by either party with thirty (30) days written notice.
- C. On termination of this agreement, CountrySmiths shall proceed in the customary manner with regards the purchases of CountrySmiths products sold by the Party Planner and shall charge against Party Planner’s account the commission previously credited on such amounts sold. This provision shall continue in force until a final account can be stated; no money shall be due to the Party Planner under this agreement after its termination until the final account can be stated.
- D. It is agreed that there is no value to the territory nor any right to the Party Planner for any compensation should the agreement be terminated or modified. However, the Party Planner may sell their territory to another third party and CountrySmiths will not unreasonably refuse to register such a sale. CountrySmiths reserve the right to charge a fee of £75 or 2% of the transfer price, whichever is the greater. The transfer price will be determined as the price paid by the purchaser excluding the value of any stock transferred at current CountrySmiths prices plus, if any employment is included in the sale, one year’s anticipated remuneration.

SECTION THIRTEEN: GOVERNING LAW

These terms shall be governed by and construed in accordance with English law, and each party hereby submits to the jurisdiction of the English Courts.

SECTION FOURTEEN: VALUE ADDED TAX (VAT)

CountrySmiths is VAT registered and all charges levied by CountrySmiths will be plus VAT as appropriate. The Party Planner, if VAT registered in their own right, will need to deliver a VAT invoice for VAT which will be paid on their commission.

The commission rates are all quoted based on the VAT inclusive prices and if the Party Planner is VAT registered they will need to add VAT to their commission.

AUTHORISATION

CountrySmiths Limited

Party Planner

Print Name : _____

Print Name : _____

Signature : _____

Signature : _____

APPENDIX 1

PARTY PLANNER: COUNTRYSMITHS PRODUCTS	Commission Rate
❖ Townend	16.00%
❖ Cavalor	22.50%
❖ Hy	20.00%
❖ Hy5	17.50%
❖ HyClass	15.00%
❖ HyComfort	18.00%
❖ Hydrophane	25.00%
❖ HyImpact	12.50%
❖ HyKids	22.50%
❖ HyPerformance	16.00%
❖ HySchool	20.00%
❖ HySpeed	20.00%
❖ HyWither	18.00%
❖ HyTec	14.00%
❖ HyViz	15.00%
❖ Lincoln	22.50%
❖ The Super Range	22.50%