



# Distributorship Application

For Office Use Only
New ID Number:
Date Processed:

Please complete all sections in BLOCK CAPITALS and in black ink only

## Applicant Details

(Minimum age 18)

Title ..... First Name ..... Surname..... Date of Birth.....

Address.....

Post Code ..... Telephone No. .... (Include STD Area Code)

E-mail address .....

VAT Reg. No. .... (if applicable) Company name .....

## Recruiter's Details

Recruited by (Enrolled by) ..... 1002540 Recruiter's Name ..... John and Virginia Tel No ..... 07897581822

Sponsor (placed under) ..... 1002540 Sponsor's Name ..... John and Virginia

## Agreement & Statutory Warning

By signing in the box below I confirm that I wish to become a Wikaniko distributor. If my application is accepted and a distributor number issued to me I agree to act in accordance with the terms and conditions of this distributorship agreement. I enclose payment of the current joining fee (refundable if application declined). I understand that I may not pay more than £200 for any products within the seven days following acceptance of my application.

1. 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.
2. Do not be misled by claims that high earnings are easily achieved.
3. If you sign this contract, you have 14 days in which to cancel and get your money back.

Your Signature	Date	Signed on behalf of Wikaniko Promoter: Drew Mitchell
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## Payment for Distributorship

A payment of £48 including VAT must accompany this application, please tick your payment method

Cheque enclosed (Payable to Wikaniko)  Credit Card  Debit Card  Paid Online

Name on Card ..... Card Type ..... (not Maestro or switch)

Card Number .....  
(Please note: usually this is the long number in the middle of card in 4 sets of 4 digits)



Card Start Date ..... Card Expiry Date .....

Issue Number ..... (2 digits) Security Number ..... (3 digits)

Cardholders Signature

## Bank details for payment of commissions & bonuses

Name and full postal address of your bank .....

..... Name of Account holder.....

Branch Sort Code ..... Account Number .....

## Independent Distributor Agreement between you and Wikaniko

### Definitions

1. In this agreement:
  - a) 'Wikaniko' is the promoter of this opportunity
  - b) 'compensation plan' means the current Wikaniko commission payment scheme as supplied to all distributors and as amended from time to time at Wikaniko's discretion.
  - c) 'distributor' means a person whose distributorship application has been accepted by Wikaniko, confirmed by the issue of a distributor number
  - d) 'upline' means the introducing distributor (sponsor) whose name appears on this application and the sponsor of this distributor and so on.

### Statutory information

2. The goods to be supplied under this scheme are environmentally-conscious domestic consumable products and similar products and items that may be made available from time to time.
3. Your only financial obligations during the period of twelve months from the commencement of this agreement are to pay the full current price of the starter kit as currently advertised and, if you wish to continue as a Wikaniko distributor after the first twelve months, a distributorship renewal fee of £12. Wikaniko will give you at least sixty days notice in writing of any subsequent changes in this financial obligation.

### Your status

4. As a Wikaniko distributor you will act in the capacity of an independent self-employed contractor and not as an agent, representative or employee of Wikaniko or any other Wikaniko distributor.
5. In the promotion, purchase and sale of Wikaniko products you will act as a principal and will not enter into any contract on behalf of Wikaniko without its prior written consent.
6. You will be personally responsible for calculating and declaring your income earned as a Wikaniko distributor to all relevant tax authorities and for dealing with your own National Insurance and, where appropriate, VAT matters.
7. As a Wikaniko distributor you are entitled to order products from Wikaniko at a discount to the recommended retail price and sell them to consumers, and recruit others to become distributors.

### Your obligations to Wikaniko

8. If you recruit other distributors you will assist them to the best of your ability to develop a successful Wikaniko business.
9. You consent to disclosure of information about you and your business to your upline distributors in order to assist the proper discharge of obligations under their agreements.
10. You will comply with all reasonable directions given by Wikaniko in relation to the conduct of your business as a Wikaniko distributor and you will act in Wikaniko's best interests at all times, in particular:
  - a) You will conduct your business in a legal, ethical and honest manner and do nothing which may harm or damage the reputation of Wikaniko or its products;
  - b) You will not assign or transfer in whole or in part your business as a Wikaniko distributor or any right or obligation under this agreement to any other person, firm or without Wikaniko's prior written consent;
  - c) You will not make claims for Wikaniko products or its business that are not set out in (or are inconsistent with) its own literature.
11. You may not sell Wikaniko products via Internet auctions of any kind.
12. You will familiarise yourself with the Wikaniko Rules and Code of Conduct and agree to abide by the letter and the spirit of this document, as amended by Wikaniko from time to time.
13. You may not change your sponsor unless you terminate this agreement and reapply for a distributorship after six months.

14. Wikaniko may take such reasonable actions as it sees fit to remedy any breach of this agreement by a distributor, which may include withholding commission payments, suspending promotions and terminating this agreement.

### Wikaniko's obligations to you

15. Wikaniko agrees to pay commissions to you in accordance with its currently published compensation plan.
16. Wikaniko will do its utmost to provide you with high quality products and a reliable and efficient service and will provide you with training to assist you in delivering a quality service to customers and growing your Wikaniko business.

### Your rights on termination of this agreement

17. Either party may terminate this agreement immediately if the other party commits a material breach of its obligations or if you do anything that in the opinion of Wikaniko is prejudicial to its interests.
18. You may terminate this agreement without penalty at any time by giving at least 14 days written notice to Wikaniko at its UK address as stated on this document.
19. Wikaniko may terminate this agreement at any time by giving you 14 days written notice.
20. You may cancel this agreement without penalty within 14 days of entering into it and require the return of any monies paid to or for the benefit of the promoter or any other distributor in connection with your participation in the scheme. You shall effect such cancellation by writing to Wikaniko. On receipt at its UK address of any unopened, unsold goods in saleable condition purchased by you Wikaniko will refund the price paid for them plus any joining fee paid. No handling charges will be made. You also have the right to cancel any services ordered from Wikaniko and to recover any monies paid in respect of such services not yet supplied to you.
21. If you terminate this agreement more than 14 days after entering into it, or if Wikaniko terminates the agreement, you will be released from any future contractual obligations and have the right to return to Wikaniko or any distributor any unsold goods you have purchased under the scheme within a period of 90 days prior to the termination.
22. If you terminated the agreement, you have the right, on return of any such goods, to recover from the supplier the price (including any VAT) which you paid for them less:
  - a) in the case of any goods the condition of which has deteriorated due to an act or default on your part, an amount equal to the diminution in their value resulting from such deterioration; and
  - b) a reasonable handling charge.
23. Where Wikaniko has terminated the agreement, you have the right, on return of any such goods; to recover from the supplier the price (including VAT) you paid for them together with any costs incurred for returning the goods to the supplier.
24. In all cases under 18, 19 and 20 above, goods not already held by the supplier shall be delivered within 21 days of the termination to Wikaniko's address at its expense and repayments are payable on delivery of the goods or, if the goods are already held by the supplier, forthwith.
25. After termination of this agreement you have the right to retain any commissions paid to you under the compensation plan unless:
  - a) the commission was paid in respect of goods returned to Wikaniko or another distributor who paid the commission; and
  - b) Wikaniko has refunded all monies due to you under the agreement in respect of goods returned by you;
  - c) a repayment of the relevant amount of commission is claimed within 120 days of the date of having been paid.
26. The documents that form the entire agreement between the parties are this application form/agreement, the Rules and Code of Conduct and the compensation plan.
27. Wikaniko may terminate this agreement upon you committing any breach of it or upon you entering bankruptcy proceedings.