

## FYI: Sales Consultant Terms and Conditions

As a Sales Consultant, you are appointed by the business as an independent commission agent/contractor for Bright Bugs Australia. The independent Sales Consultant is authorized to solicit and take purchase orders for Bright Bugs products on the terms and conditions set below. As a Sales Consultant you can establish your own goals and flexibility to work your own hours.

The Sales Consultant is an independent contractor not an employee for Bright Bugs, however you do represent us, therefore we require you to read and agree to all our terms, conditions and policies.

**IMPORTANT NOTE:** You are responsible for paying your own income tax and reporting your earnings on your individual income tax return. You are also responsible for paying your own travel, Internet and telephone expenses.

Bright Bugs takes no responsibility in providing insurance coverage (Public and Liability Insurance) for your business as often-home insurance policies do not cover business related injuries, theft or damaged products.

1. Sales Consultants can sell anywhere in Australia and do not have specific territories.
2. Sales Consultants must not sell any products to customers or organizations below the advertised price from the Bright Bugs catalogue.
3. Sales Consultants are not permitted to advertise in any newspapers, local magazines, radio or the Internet, such as EBay, website owned/created by the Sales Consultant or any other websites without prior approval from Bright Bugs Australia. A Facebook BB business page is allowed as per Bright Bugs guidelines which we will send you. Please do not open a Facebook business page until you have received this information.
4. Sales Consultants are required to do a minimum of 5 bookings, within the first 6 weeks after joining to avoid being charged the RRP for their starter kit which is an additional 20%. This would be charged to the Consultants credit card if the 5 bookings were not carried out in the specific time frame required.
5. We don't require a minimum number of party bookings per month however Sales Consultants need to maintain total sales of \$300 within 3 consecutive calendar months to continue being a Sales Consultant for Bright Bugs. We are flexible and understanding so your contract agreement will not be suspended immediately if these requirements are not met. It is the Sales Consultants responsibility to advise Bright Bugs if their circumstances have changed and they are not able to continue selling Bright Bugs products long or short term.
6. All orders need to be a minimum total of \$250.00 in sales to receive commission. A commission form must be completed and emailed to BB after the goods have been dispatched to receive commission. Bonus commission slip can be emailed at the end of the calendar month if applicable.
7. Bright Bugs have the right to change their policies, procedures, retail prices and freight charges at any time.
8. Bright Bugs have the right to refuse an application or terminate an agreement at anytime for; receiving customer complaints, on selling Bright Bugs discounted products to make profit, promoting/selling other products and representing them as part of the Bright Bugs range, approaching Bright Bugs suppliers direct or failure to follow the Bright Bugs procedures and guidelines at anytime.

9. As an agent for Bright Bugs you are expected to:
  - i. Behave in a professional manner
  - ii. Dress appropriately
  - iii. No smoking or eating at the stand
  - iv. Always be helpful, approachable and friendly
  - v. Don't be pushy or pressure customers
  - vi. Be reliable and efficient – follow up customer requests promptly
  - vii. Provide a high level of customer service
  - viii. Maintain a high level of communication with customers and Bright Bugs
10. **Emails:** Sales Consultants are required to check their emails on a regular basis (daily) for updates, customer inquiries and stock availability.
11. **Missing Items / Return Policies:** Sales Consultants need to inform us of any missing, faulty or damaged goods in transit by completing a "Replacement Order Form". A refund or replacement item can be sent directly to the customer free of charge upon approval by BB. For damaged products a photo of the item will need to be pasted onto the replacement order form prior to emailing to BB. Please DO NOT send any items back to BB without prior approval.
12. **Freight:** Due to the weights of the Bright Bugs product range, each customer order is charged flat rate postage and handling fee, however this may vary slightly from state to state. The postage and handling fee will vary depending on your location in Australia. Refer to the BB customer postage rates for your state.doc to work out how much freight to charge your customers. A minimum of 4 orders apply, sent to the same delivery address to receive the lower postage rates. All deliveries are sent via registered mail to the host with Bright Bugs incurring any additional freight costs. Any orders that are being sent direct to a customer as a single order, additional postage charges will apply.
13. **Sales Consultant Commission Payment Structure:** is based on 20% to 25% of the total sales per calendar month. This does not include any hostess rewards or freight costs.
  - i. Sales \$250 to \$2499 – Commission Rate 20%
  - ii. Sales \$2500 plus - Commission Rate 25%

**Additional bonus – extra 5% commission will be direct deposited into the Sales Consultants nominated bank account at the beginning of the following month if they reach \$2500 sales in a calendar month. However all orders will contribute to your 5% bonus (no matter what the value is) to help reach your monthly target of \$2500.**

There is no limit on the amount of products you can order, however the order needs to be a minimum of \$250 in sales to receive commission. Once all orders are entered on the Customer Master Order Form (provided by Bright Bugs), it will automatically calculate commission owing to the Sales Consultant. Commission owed to the Sales Consultant by Bright Bugs will be deposited in their nominated bank account after the order has been dispatched and after a commission slip is received from the Consultant to Bright Bugs via email.

- 14. Customer Payments:** For the safety of our customers, all customer payments must be made by credit card (Processed at Bright Bugs), which will be added on the MOF (Master Order Form) before the order is submitted by the Consultant.  
Customer payment issues eg declined credit cards relating to a party booking, the host must be notified if the issue continues longer than 7 days from the party booking date. If this can not be resolved within a timely manner, the individual customer order will be cancelled.
- 15. Hostess Rewards:**  
A hostess needs to receive a minimum of \$295.00 in retail sales to enable them to receive 10% of total sales in FREE products. For party bookings, "outside orders" should be highly encouraged to a host prior to the booking. All hostess rewards are provided by Bright Bugs. Bookings must be made within 6 weeks from date of the party booking to enable a host to receive the booking rewards. Any booking rewards will be ordered and paid for once the last booking has taken place to hopefully discourage any cancellations. The "Hostess Gallery" is also available for a Host to purchase a discounted item once minimum sales are achieved.
- 16. Display Starter Pack:** This must be purchased before you can commence selling the Bright Bugs range. The kit will include various popular selling products, A4 catalogues, templates including business card, order forms, invitations, confirmation booking letter, marketing/selling tips on the starter kit products, sample presentations, successful tips in party plan manual etc. You MUST carry out your first 5 bookings within 6 weeks from the date stated by Bright Bugs. Failure to do so a 20% charge will be applied on your credit card from the total amount of your starter kit (ex freight), hence your starter kit will be purchased at the RRP not the discounted amount when you originally purchased your kit. When you sign this documentation you are agreeing to these terms.
- 17. Fundraising / Market Events:** Fundraiser events are based on the same procedures as normal bookings. These events will receive 10% of total sales in free products once sales reach \$295.00. No booking rewards apply for these events. Instead they will receive half price products of their choice for certain sales targets achieved. You are also welcome to attend **Markets** however you will not have physical stock to sell. Orders can be taken however the postage cost will be slightly higher (as the single order postage rate) if being sent direct to a customer unless you can deliver a minimum of 4 orders to the organisation for distribution.
- 18. Incorrect Order:** If a Sales Consultant orders the wrong product or quantities, the Sales Consultant can sell off the stock. Any wrong products incorrectly ordered by the Sales Consultant can be re-ordered on a separate MOF and they will be required to pay the postage cost to send the item direct to the customer. To avoid errors in our warehouse the MOF must be completed by the Sales Consultant with correct codes, correct product name plus the (design type if applicable). Order forms are sometimes written incorrectly by customers and it is the Sales Consultants responsibility to check this before submitting the MOF to BB for processing.
- 19. Selling the Bright Bugs Range:** Bright Bugs have the right to terminate your contract if you are found selling any other products along side the Bright Bugs range that is not associated with the Company products. Selling and marketing of the Bright Bugs products is strictly to be promoted separately to any other business and under no circumstances to be combined.

20. **Stock:** Due to the extensive product range at Bright Bugs, any out of stock items, Sales Consultants will be notified via email "Stock Update Sheet". Depending on the lead time from our suppliers, Bright Bugs will advise if an alternative design can be given or if the item can or cannot be backordered. Items will not backordered unless prior approval from by Bright Bugs.
21. **Ordering System:** After each completed booking Sales Consultants need to complete the Master Order Form which will include all customer orders combined and must be emailed to Bright Bugs for processing ASAP (no longer than 5 days after the party booking date). Bags MUST be ordered for your customers as stated on the MOF. Orders need to be received by the last day of the month to be included towards that month's bonus. The master order form automatically calculates total party sales, hostess discount/free products and commission if applicable. Consultants are free to add their own order onto another order; to save on postage and to gain commission however collection will be required from the host due to orders being sent direct to them unless a consultant is ordering goods as a single order. Combining of customer orders is NOT permitted.
22. **Customer Deliveries:** All orders will be dispatched within 10 days (inc. weekend days) from date of order received by BB once all credit card payments have been processed successfully. All orders are delivered direct to the host from Bright Bugs with a copy of the MOF enclosed with their order. All orders are sent via Australia Post by Registered Mail within 2-3 weeks from Party Booking date. If the goods are being replaced due to a damaged or faulty item the goods will be delivered directly to the customer at no charge.
23. **Bright Bugs Name:** All business cards, emails, letters, flyers, advertisements, order forms, facebook business page etc... MUST have the Bright Bugs website address listed. If you decide no longer to sell the Bright Bugs range and have eg business facebook page promoting your business as a Bright Bugs Sales Consultant, this page MUST be closed immediately.
24. Sales Consultants that terminate their contract with Bright Bugs MUST carry out any future bookings before leaving the Company unless another Sales Consultant has agreed to take on the bookings.
25. As a Sales Consultant, you represent Bright Bugs and we require you to follow our guidelines and procedures. Failure to do so may result in termination of your Sales Consultant agreement.

Please ensure you complete a pre-application form on our website before we contact you to express your interest in joining the BB team.

Please read the above and if you are happy with our procedures please reply via email advising us to contact you if your pre-application form has already been sent.

The Bright Bugs Team x