

Independent Team Partner

Acumen  
Strategic  
Partners



# Terms & Rules of Operation

Sept 2023



 Tel: 01782 379102 (10am-5pm, Mon-Fri)  
 [support@acumenstrategicpartners.com](mailto:support@acumenstrategicpartners.com)  
 [www.acumenstrategicpartners.com](http://www.acumenstrategicpartners.com)

## **ACUMEN STRATEGIC PARTNERS' TERMS & RULES OF OPERATION**

Acumen Strategic Partners Ltd promotes this selling system through which the promotion of in-house mentoring and support services (and such other third-party services and products) are affected by participants in the system as peer-to-peer marketing agents (Independent Team Partners). This Agreement is made between you (the Applicant) and Acumen Strategic Partners Ltd. Upon written acceptance of the Agreement you are granted the non-exclusive right to promote and market the services and you agree to the following Terms and Rules of Operation:

### **YOUR APPOINTMENT AND STATUS:**

- 1) Only authorised Independent Team Partners aged eighteen (18) years and above may market, promote, purchase and sell Acumen Strategic Partners' services and/or products or participate in the Acumen Strategic Partners' sales and marketing program.
- 2) Upon acceptance of this Agreement, you are appointed an Acumen Strategic Partners' Independent Team Partner and whilst you remain an Independent Team Partner you are entitled to promote and market the services in the United Kingdom (and in any other country that Acumen Strategic Partners are open to market) and to sponsor (enrol, mentor and support) other persons to do the same. You are not entitled to any geographical exclusivity.
- 3) You agree that you are a self-employed independent contractor and are not employed by or operate as an agent of Acumen Strategic Partners. You have no authority to bind Acumen Strategic Partners or to negotiate, make representations or incur any liability on their behalf and you will not purport to do so. As an independent contractor you are responsible for all expenses you incur in the running of your business, including Income Taxes, National Insurance Contributions and VAT, and for filing all necessary returns and

keeping such records as are necessary to ensure the proper assessment and payment of tax. Further, as an independent contractor you agree to abide by any and all laws, rules and regulations pertaining to this Agreement and/or pertaining to the promotion of the services.

4) You agree that you will not, under any circumstances, make any payment or undertake to make any payment exceeding £200 (including VAT) during the seven (7) day period after entering into this Agreement.

5) Registration and activation as an Acumen Strategic Partners' Independent Team Partner carries a monthly renewal and administration fee of £5 (+VAT) plus a one-time "peer-to-peer" Partner Support Fee (at each of four Phases of progression) in line with the Acumen Strategic Partners' Income Plan.

6) Spouses or partners who cohabit with and/or share the same residential address as an existing Independent Team Partner may only be sponsored by that existing Team Partner.

7) Acumen Strategic Partners will accept as Independent Team Partners individual persons, partnerships or limited liability companies subject to the terms detailed in our Policies and Procedures.

8) The person named as sponsor on this Agreement is your original personal sponsor. If that person ceases at any time to be an Independent Team Partner, your sponsor (for the purposes of support) will become the first person upward in your line of sponsorship.

9) You may not carry a direct or indirect ownership, interest in or management or control of, more than one position as an Independent Team Partner at any time. Operating more than one position will subject an Independent Team Partner to suspension or termination.

10) All Independent Partner income is derived from the gathering of customers. Customers may be “internal” customers (registered Independent Team Partners), “external” customers (customers not involved as Independent Team Partners), or customers acquired via our third-party product partners.

### **YOUR RIGHTS AS AN ACUMEN STRATEGIC PARTNERS' INDEPENDENT TEAM PARTNER:**

11) You are entitled to market, promote, purchase and sell the services and collect orders for them on the current terms of sale from customers obtained by the person-to-person network distribution method.

12) Acumen Strategic Partners agree to utilise their best efforts to fulfil their professional obligations in providing the services, including bona-fide contact, training, encouragement, field events, field support and the provision of your Partner back-office.

13) You are entitled to sponsor other persons as Independent Team Partners if they are resident in the United Kingdom or in a market which Acumen Strategic Partners has notified you as being an open market in respect of international sponsoring.

### **YOUR OBLIGATIONS AS AN ACUMEN STRATEGIC PARTNERS' INDEPENDENT TEAM PARTNER:**

14) You agree to seek to promote and sell the services. Additionally, in order to protect and enhance the good reputation of the Acumen Strategic Partners' brand and for the mutual benefit of your business and the businesses of your fellow Independent Team Partners, you agree to comply with the rules set out in these Terms and Rules of Operation.

15) You agree to conduct your business in a lawful and ethical manner and to do nothing that will reflect adversely on the goodwill or good reputation of Acumen Strategic Partners or the services or other Team Partners. You may not make any unauthorised claims, whether written or verbal about the services nor any exaggerated, misleading or false claims about the services or the opportunity or describe them in terms other than those set out in Acumen Strategic Partners' literature. You agree not to use misleading, unfair or deceptive practices when selling the services or sponsoring Independent Team Partners.

16) You will reimburse Acumen Strategic Partners any exceptional charges incurred in processing any payments received from you, including bank charges.

17) You are responsible for configuring your information technology, computer programmes and platform to access our Site. You should use your own virus protection software. We do not warrant or guarantee that our site will be secure or free from bugs or viruses and shall not be held liable for any loss, damage or disruption you may suffer whilst using material derived from the Site.

18) You agree to automatic email opt-in to our Team Partner Support Channel (this is used for support purposes only and you may opt-out at anytime).

19) You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990.

We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

**TERMINATION OF YOUR APPOINTMENT AS AN ACUMEN STRATEGIC PARTNER AND INDEPENDENT TEAM PARTNER RIGHTS ON TERMINATION:**

20) You may terminate this Agreement whenever you wish without penalty simply by giving not less than fourteen (14) days written notice to Acumen Strategic Partners to that effect. Acumen Strategic Partners may terminate this Agreement without notice at any time if you breach its terms and may terminate it otherwise by giving you not less than thirty (30) days advance written notice.

21) You agree that during this Agreement and for a period of ninety (90) days following its termination you will not:

a) Encourage, persuade, sponsor or recruit any person who is an Acumen Strategic Partner (who was not personally sponsored by you into the business) into any other direct selling or network marketing business or encourage any such Independent Team Partner to cease to be an Independent Team Partner or to be less active as an Independent Team Partner;

b) Encourage or persuade any customer of Acumen Strategic Partners at the time of your termination and introduced by you, to cease to be a customer of Acumen Strategic Partners;

c) Take or encourage any action the purpose or effect of which would be to circumvent, breach, interfere with or diminish the value or benefit of Acumen Strategic Partners' contractual relationships with any Independent Team Partner;

d) Participate in any direct selling or network marketing opportunity promoting products or services in direct competition to Acumen Strategic Partners.

22) You agree that there is no provision for payment of refunds beyond fourteen (14) days under any circumstances.

### **GENERAL PROVISIONS:**

23) All Acumen Strategic Partner online listings constitute confidential information and remain at all times the property of Acumen Strategic Partners. In the event that Acumen Strategic Partners shall agree to disclose its Team Partner listings to you, you shall (to the extent such details are not publicly available other than by breach of this Agreement), at all times and without limit in time, treat such details as confidential information in the nature of a trade secret and shall not use or disclose, or permit the use or disclosure of such details to any other person. You shall take all reasonable steps to protect and maintain the security of the information and shall use the details solely for the benefit of your Acumen Strategic Partners' business and for the stated purpose for which they were provided.

24) No failure by Acumen Strategic Partners to exercise or delay in exercising any right under this Agreement shall operate as a waiver thereof.

25) The terms and provisions of this Agreement are governed by English law and any dispute arising thereunder shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

26) If at any time any term or provision in this Agreement shall be held to be illegal, invalid or unenforceable in whole or in part under any rule of law or enactment, such term or provision or part thereof shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected.

27) Any notice given under this Agreement will start to run from the day it is forwarded to the addressee at their stated email address or any replacement email address provided.

28) These Acumen Strategic Partners' Terms and Rules of Operation, Code of Ethics, Policies and Procedures, Income Plan and Privacy Policy constitute the entire Agreement between you and Acumen Strategic Partners Ltd and no other additional promises, representations, warranties or agreements of any kind shall be valid.

**DATA PROTECTION ACT 2018  
(GENERAL DATA PROTECTION REGULATION):**

29) You agree that Acumen Strategic Partners, being the data controller may retain and process the personal information that you provide including information relating to yourself and other details for the purposes of business creation and development, management reporting and communications (both manually and/or on a computer database) and contact for support purposes from Acumen Strategic Partners and your upward line of Sponsorship.