

Vital Plus Pty Ltd

Terms & Conditions



Our Mission: To Source and Supply

1. Vital Plus General Guidelines

- 1.1. Opening orders will only be released once an employee and/or Business owner has successfully completed a compulsory 1 to 3-day basic training course relevant to the product they wish to stock and payment has been received.
- 1.2. No goods are sold on consignment terms by Vital Plus Pty Ltd.
- 1.3. Should an employee or business owner be negligent when prescribing products and/or negligent in the application of any treatment, all services and supply will be suspended with immediate effect. Service and supply of products may be reinstated once it can be proven to Vital Plus Pty Ltd satisfaction that the Buyer has taken corrective steps to prevent any similar occurrences from happening.
- 1.4. All staff, including receptionists, must have completed an initial introductory training course in order for the Buyer to stock any of the brands distributed by Vital Plus Pty Ltd.
- 1.5. A Buyer that stocks any of the brands distributed by Vital Plus Pty Ltd must at all times, have at least one fully trained therapist on their staff.
- 1.6. When a salon appoints a new therapist, the Vital Plus Educational team must be informed within 2 weeks in order to arrange for training.
- 1.7. The Buyer agrees to allow an Educator/Sales representative to have access to their premises from time to time in order to monitor that treatments are being executed with the appropriate products and in a correct manner.
- 1.8. Under no circumstances whatsoever shall Vital Plus Pty Ltd be liable to the Buyer or to any of its employee for the payment of any consequential damage however arising, including special damage, indirect or consequential loss, or loss of profit.
- 1.9. This agreement does not permit the Buyer to act as an agent or legal Educator/Sales representative of Vital Plus Pty Ltd for any reason whatsoever and therefore cannot bind Vital Plus Pty Ltd to any agreement, debt or obligation contracted by the Buyer in any manner whatsoever.
- 1.10. The Buyer agrees to stock the Gernetic basic treatment salon products and/or Nimue core phase products as described in the Annexures
- 1.11. Vital Plus Pty Ltd will not supply professional products without a minimum of retail products. A minimum display is expected of the core products when stocking Vital Plus Pty Ltd brands
- 1.12. Recommended retail pricing is advised to use at all time, except in instances of promotions.
- 1.13. Internet sales are NOT permitted. Vital Plus Pty Ltd will stop supplying products to any Buyer who sells online any of the brands it distributes using a shopping cart facility.
- 1.14. However, a Buyer may display the products online and refer their clients to a contact reference page who can then order directly through email, phone, text, or fax.

2. Who We Are

- 2.1. Vital Plus Pty Ltd was created to bring beauty professionals and clinicians, the tools and know-how to express their full potential as beauty professionals.
- 2.2. Vital Plus Pty Ltd is sole distributor of Professional Skin Care brands such as Gernetic, Nimue and JooMo. It distributes to qualified Health and Skincare facilities such as Professional Skincare Clinics and businesses, Spas, Pharmacies, Dermatological and Laser Clinics in all states of Australia.

3. When selling your business or moving to new premises

- 3.1 The Agreement of trading signed at the opening of the account is not transferable. Should the Buyer sell or dispose of their business, a new agreement must be signed with the new owner.
- 3.1 The Agreement of trading entered into is valid for the business address of the Buyer as specified at the date of the signature of the contract. Should the business physical address change, a new contract must be exchanged.
- 3.2 In the event of an existing business being sold to a new owner, at least 1 (one) remaining qualified therapist and/or new business owner must be fully trained by Vital Plus Pty Ltd before further stock can be supplied.
- 3.3 If the business is transferred to a new owner, then it must be specified to the new owner that a training session must be undertaken with Vital Plus Pty Ltd before the new owner may proceed selling and utilising the products.

4. Placing an order or returning stock and delivery expectations

- 4.1 Orders are accepted via phone, fax, email or online

Vital Plus Pty Ltd Head Office

Tel: (02) 9452 6230 or 1300427 638 Fax: (02) 9452 6235 E-mail: officemanager@vitalplus.com.au

Online: <https://my.vitalplus.com.au/> - A login and password will be issued once a contract agreement has been approved and our terms and conditions have been signed and returned to our head office.

- 4.2 Should an error happen in the preparation or delivery of an order, notice should be given to Vital Plus Pty Ltd within 24 (twenty-four) hours of receipt of the goods via email or telephone.
- 4.3 A standard delivery fee of *\$19.50 is applicable to all orders under *\$550.00. Vital Plus Pty Ltd uses the services of Australia Post. Vital Plus reserves the right to change courier services at any time. *(This standard fee may vary as courier fees change).
- 4.4 Orders received before 12:00 am Sydney Time, are usually dispatched on the same day. Orders placed after that time will be prepared and may be dispatched on the same day depending on the warehouse workload. Otherwise orders will be dispatched the next working day.
- 4.5 Should you wish to collect your order directly from Vital Plus Head Office, you may do so between 10:00 am to 4:00 pm, or by appointment. Please ensure that your order is ready to pick-up by contacting the ordering department prior your arrival
- 4.6 Vital Plus Pty Ltd has no liability for verifying or checking the correctness of the order given by or on behalf of an employee and/ or business owner.
- 4.7 Delivery notes signed by an employee and/or business owner shall be proof of delivery of all goods and that they have been received in good condition.
- 4.8 If an incorrect item is received, Vital Plus Pty Ltd must be notified with 24 hours. Return the incorrect item within 5 working days, insuring that it is in its original package, free from damages and any form of price markings. A replacement item will be sent, freight free.
- 4.9 Returns will only be accepted when there is either a defect, batch recall or a customer complaint and can only be returned if approved by your Educator/Sales representative.
- 4.10 Vital Plus Pty Ltd cannot accept returned stock older than 6 months old from the purchase date. Returned stock will incur a 15 to 50% handling fee depending on the state of the packaging. A credit note is issued once the returned products have been received in the Vital Plus Pty Ltd warehouse.

- 4.11 All orders placed will be accepted in full and if any out of stock situation occurs the missing item(s) will be placed on back order and will be sent out as soon as the stock becomes available and delivery will be free of charge.
- 4.12 Returned items erroneously ordered will incur a 10% handling fee,
- 4.13 Educator/Sales representative are not responsible for the collection and delivery of orders.
- 4.14 Vital Plus Pty Ltd reserves the right to accept or decline an order in part or in whole, depending on circumstances.
- 4.15 Depending on location, normal delivery time is 2 to 3 business days.
- 4.16 Express delivery services are available at a surcharge, depending on your location. Please ask our office for estimated delivery time and pricing.
- 4.17 Vital Plus Pty Ltd is not responsible for delivery delays caused by the courier services.

5. **Payment for your orders**

- 5.1 Vital Plus Pty Ltd is a **COD** company.
- 5.2 No Credit card fees are applied to your invoice when credit card payments are COD.
- 5.3 1% Credit card fee is applied when a credit card is used to pay for accounts that have been approved on a *10 or *20 business day trading term. *See trading terms and conditions in clause 5.5 and 5.6
- 5.4 When paying by Bank Transfer, please ensure a valid proof of payment has been received prior to your order being dispatched.
- 5.5 Should you wish to obtain a 10 Working Days payment status with Vital Plus Ltd, an account application needs to be completed once the salon has been on the system for an absolute minimum of 6 (six) months with a 100% payment record. You will be notified in 5 working days as to the status of your account. A credit limit applies depending on your purchase and payment history.
- 5.6 Should you wish to obtain a 20 Working Days payment status with Vital Plus Ltd, you must first have completed an absolute minimum of 6 (six) months with a 100% payment record of a 10 Working Days status.
- 5.7 Should you not adhere to your specific payment conditions, Vital Plus Pty Ltd reserves the right to charge 5% interest per month on outstanding amounts and you shall be liable for all fees and expenses incurred with respect to the collection of such payments.
- 5.8 No post-dated cheques are acceptable, unless so arranged with Vital Plus Pty Ltd's accounts department. Only after a cheque has been cleared by the bank, usually 5 (five) working days, will an order be processed. This does not apply to any bank cheques.
- 5.9 When making a bank transfer please use your unique customer account code or business name or invoice number as reference for your payments.
- 5.10 Goods will remain the property of Vital Plus Pty Ltd until payment is received in full
- 5.11 **Vital Plus Pty Ltd Bank details are as follow:**
Vital Plus Pty Ltd
BSB: 012 243
Acc: 9384 39495

Reference: Invoice Number when making a deposit.

6. If you have a packaging concern

- 6.1 A packaging complaint must be immediately reported to Vital Plus Pty Ltd, within 24 hours of reception. Replacements will be arranged once the faulty packaging has been received, inspected and confirmed.
- 6.2 When a parcel is delivered damaged, please take photos of it before opening, and send it to your Educator/Sales representative. Open the parcel and check inside if any of the packaging or products have been damaged or compromised. Please take photos of the products and also send these to your consultant. Your consultant will contact you and will notify you of the procedures that will follow.
- 6.3 Freight cost on returned products damaged during delivery will be reimbursed by Vital Plus Pty Ltd - This credit will be applied to your next order.

7. Procedure when an allergic reaction to a treatment or home care product occurs

- 7.1 Any allergic reaction to a product must be accompanied by a Customer Feedback form. Your Educator/Sales representative will provide you with one if you don't have any. Please take photographs as soon as possible. Non-compliance with the above-mentioned requirements will delay the resolution of the issue. A patch test of the relevant product is also required. The Customer Feedback form must be filled in before this matter can be addressed.
- 7.2 If your client returns any product(s) they have reacted to, it is up to you to decide if their claim is valid and whether you refund your client or not. Vital Plus Pty Ltd will support whatever decision you make.
- 7.3 If you decide to refund your client, replacement products will be provided and sent with your next order once Vital Plus Pty Ltd has received the products in question.

8. A Business Account

- 8.1 **Definition:**
To hold a Business Account, you must have a shop front or a proper salon installation. Your place of business will be inspected and appraised for acceptable levels of Hygiene - Presentation - Professionalism - Retail Space - Treatment Rooms - Customer Service.
- 8.1.1 To be maintained, a Business Account must purchase a minimum purchase of \$5,000.00 excl. GST per annum. If this yearly minimum purchase is not reached the account will be demoted to a Professional Account or closed depending on the situation.
- 8.1.2 **A Business Account holder will have access to:**
Wholesale prices - Promotions – A budget for Promotional Material - Free Freight for Orders above \$500.00 excl. GST - Free Training - Salon Listing on Website - Access to the Online Ordering System - Invitation to join our Closed Facebook Group - Inclusion on Social Media Advertisement - *Global Reward Program - Invitation to Conferences and Workshops - Payment terms.

8.2 A Professional Account

- 8.2.1 **Definition:**
To hold a Professional Account, you must be a fully qualified beauty therapist.
- 8.2.2 There are no minimum yearly purchase requirements. Specific training may be required with Cosmeceutical Brands.
- 8.2.3 **A Professional account will have access to:**
Wholesale prices + a 20% surcharge – Freight Fees are applied with orders - Invitation to join our Closed Facebook Group - Invitation to attend Conferences and Workshops.

9. Training

- 9.1 One training manual is provided with each opening order. This cost of this manual is deducted from your allocated marketing budget.
- 9.3 Business Accounts and staff have access to all training seminars, workshops and conferences. Some may incur a fee to cover costs. Business Accounts and staff also have access to one-on-one training, online webinars, Skype meetings and online training videos.
- 9.4 If at any time a stockist does not have a Vital Plus fully trained therapist, no professional treatments may be performed and no orders for professional stock will be accepted. A leeway of one month for retail stock orders will be allowed before the account is blocked.
- 9.5 Hygiene principles are expected when applicable:
- 9.5.1 New pair of gloves and a disposable head cap
 - 9.5.2 Surgical mask is optional
 - 9.5.3 Disposable compresses, gauze and swabs must only be used once
 - 9.5.4 Brushes and bowls must be sterilised thoroughly between treatments

9.6 Arranging a consultation day or training day

- 9.7 When considering a consultation day or training day, contact your Educator/Sales representative and discuss your booking options.
- 9.8 Each customer consultation will last between 15 to 45 minutes depending on the case.
- 9.9 In house training sessions must be booked for a minimum of 2 hours during working hours Monday to Friday 9am to 5pm.
- 9.10 A therapist must be involved with your consultation and sales.
- 9.11 Sufficient stock for the consultation day must be arranged prior the planned date to ensure sales can be made by the Educator/ Sales representative.
- 9.12 Promotional and marketing material need to be organised with your Educator/Sales representative at least 30-days prior to your training.

10. Advertisement and branding in salons

- 10.1 Contact your relevant Educator/Sales representative for marketing assistance.
- 10.2 Only material provided or approved by Vital Plus Pty Ltd may be used for advertising purposes. All material supplied will remain the property of Vital Plus Pty Ltd.
- 10.3 Vital Plus businesses are not allowed to make use of outdated display material. Should a Business Consultant find that a salon has not adhered to the above; Vital Plus Pty Ltd will have the right to remove outdated display material with immediate effect.
- 10.4 Tester tubes and sachets are NOT for resale and must NOT be used to perform any treatment.
- 10.4.1 Depending on availability of samples and promotional material, Business Accounts receive a marketing budget of up to 5% value of their order's total. No rainchecks are issued on the free allocation of promotional or sample material.
- 10.5 A quantity of retail products must be displayed in the salon's reception area.
- 10.6 Dummy items are part of your free marketing purchase and are intended to be used for in-store display.
- 10.7 Marketing material will stay the salon owner's responsibility to keep up to date with latest innovations

11. The Nimue Therapist Club

- 11.1 The Nimue Therapist Club program focuses on rewards by means of incentives linked to direct consumer sales.
- 11.2 Please note that only qualified Nimue therapists who have successfully completed the Nimue Skin Basic Education will qualify to join The Nimue Club by completing the Nimue Club Registration Form.
- 11.3 As soon as the Club member receives her/his Nimue Club Card, she/he can start accumulating Reward Labels by removing the reward label from selected products and place these on the indicated area of the Nimue reward claim form. The product selection may vary from time to time without prior notice.
- 11.4 The employee or business owner needs to have accumulated a minimum of 16 reward labels before lodging a claim. The Club Member (employee and/or business owner) needs to complete all the information required and send the Nimue reward claim form in for processing.
The Club Member can then start a new Nimue reward claim form accumulating reward labels. Ask your Educator/Sales representative for your Reward Program user manual.
- 11.5 It is important that any Club Member who submits a Nimue reward claim form, keep a copy for record purposes. The Nimue reward claim form can be emailed to lidia@vitalplus.com.au
Alternatively, your Educator/Sales representative can collect the Nimue reward claim form from the salon when next visiting.
- 11.6 Please allow a 3-4 week lead time for your claim to be processed and approved. When placing your order with the ordering department, be sure to remind the department that your club reward needs to be added to your order.

12. Reward Program ~ Dare to Dream Index

- 12.1 The Global Reward Program is set up to reward the business for sales performance. According to the total purchase level reached in the course of a full quarter of trading, the business is awarded a Quarterly Product Bonus (QPB).
- 12.2 Bonuses are reviewed and re-assessed every quarter. Depending on the quarterly purchase results level reached, the Quarterly Product Rewards can increase or decrease.
- 12.3 Quarterly Purchase Levels represent the total purchases over 3 months of trading and the product bonus rebate for that quarter period.

* Quarterly Purchase Levels - excl. GST	QPR	Max. Value of Free Products
\$2,750 - \$5,750	2%	\$115.00
\$5,751 - \$8,750	3%	\$262.50
\$8,751 - \$13,250	4%	\$530.00
\$13,251 - \$17,750	5%	\$887.50
\$17,751 - \$22,250	6%	\$1,335.00
\$22,251 - \$25,250	7%	\$1,767.00
\$25,251 & Over	8%	The sky's the limit

- 12.4 Each quarter, the business's total purchases are summed up. The business is notified by the Educator/Sales representative of the total value of free products earned. These free products must be redeemed within 3 months of their announcement or are forfeited.
- 12.5 Your quarterly purchases are totaled from the combination of purchases of any Vital Plus Pty Ltd brands.
- 12.6 The Quarterly Product Bonus of free products does not include running promotions or promotional material, such samples.
- 12.7 Quarterly Product Bonus is only awarded if no outstanding debts are due.
- 12.8 New salons will benefit from the QPB after the first quarter period of trading is completed. These are July to September – October to December – January to March – April to June.

* Quarterly Purchase Levels may increase over time according to inflation and price rise – These changes will be shared in advance.