

# UNSOLICITED CONSUMER AGREEMENTS

## Effective 1 July 2011

### A Guide for Reliv Distributors

Australian Consumer Law Sales Practices have been updated, including the introduction of Unsolicited Consumer Agreements (UCA), effective 1 July 2011. The following guide will help you understand how these changes may effect you.

When you contact a person to sell them Reliv products, the negotiation may fall under the category of an Unsolicited Consumer Agreement, in which case new sale documentation is required and you are not able to accept payment or supply goods during the 10 business day cooling off period.

#### What is an unsolicited sale?

When you approach or telephone a consumer, without invitation from that consumer, in order to sell them products.

#### When do Unsolicited Consumer Agreements apply?

- The customer/consumer did not invite your physical or telephone approach.
- The sale is more than \$100.

#### What sales DO NOT require Unsolicited Consumer Agreements?

- **Distributors** – If a person joins as a Reliv Distributor, their purchases are not considered an UCA, if they are acquiring products for the purpose of re-selling them.
- **Shake Parties/In-Home Demonstrations/Reliv Presentations** – where
  - 3 or more persons are invited to an event
  - They are invited on the express or implied understanding that the purpose of the event is to negotiate the supply of goods.
- **Existing Customers** - where the purchase price is \$100 or less and your customer has purchased products from you within the prior three months.
- **Discontinued Negotiations** – where you spoke to a person about Reliv products, they weren't interested at the time but called you later to purchase them.
- **Solicited Sales** - When a customer contacts you to purchase Reliv products.
- **In Your Home** – this is considered your business or trade premises.
- **At Stalls** – they are considered your business or trade premises. However, if you were to approach a consumer and negotiate a sale outside the stall, this would be an UCA.
- **Online Orders** –where the customer places the order, having obtained a customer number (RCN) and password from Reliv.

#### If it is an Unsolicited Consumer Agreement, what do I need to do?

- Introduce yourself, who you are and where you're from, that you're a Reliv Independent Distributor. The purpose of your visit/contact is being to tell them about Reliv products, and leave the premises immediately upon request.
- Advise them of their termination rights before the agreement is made; they have the right to cancel the agreement within 10 business days, either verbally or in writing, and products can't be supplied or payment accepted for 10 business days.



## **I have done all the above and they want to purchase over \$100 as a retail customer, what next?**

- Congratulations! Complete and give them copies of the following forms:
  1. Purchase Agreement, complete details and both parties need to sign this form.
  2. Additional Information on Consumer Rights
  3. Cancellation Notice, complete your details and leave with your customer.
- You must provide these forms to your customer immediately after they have signed the agreement or within 5 business (or longer, if agreed) days for a telephone-negotiated sale.
- Wait 10 business days before accepting payment and supplying them with Reliv products.

## **How can I put my new customer on Direct Advantage Autoship?**

Easy, as soon as you complete the UCA requirements for their first order, subsequent orders are unrestricted. Just wait 10 business days before submitting their Direct Advantage order form to Reliv.

## **If I'm conducting a Reliv appointment, is it a UCA?**

Typically an appointment will cover the company, products and opportunity with your first priority trying to sponsor your prospect into the business. This is a business negotiation and the UCA does not apply. However, if your prospect declines the business opportunity, it will become a UCA if you negotiate to sell them more than \$100 worth of products as a retail customer.

## **Will the UCA affect my Reliv Business?**

It will improve your business and it will encourage your downline to lead with the business and ensure other companies are as transparent as Reliv.

## **What else has changed?**

### **Restricted Calling Hours**

- You must not call on a consumer for the purposes of negotiating an UCA, such as door-knocking, on Sundays and public holidays or outside the hours of 9:00am and 6:00pm on weekdays and 9:00am and 5:00pm on Saturdays. You may visit at any time if an appointment was made beforehand, however, this appointment must be arranged by telephone or in writing – it cannot be made in person, for example, you knock on their door and they say to come back later.
- If calling on a consumer, such as door-knocking, you must explain up-front the purpose of your visit, produce identification, inform the consumer that they can ask you to leave and leave immediately if the consumer asks you to do so.

### **Stricter enforcement of false and misleading representations of:**

- Product Claims
- Earnings Claims

## **What happens if I don't comply with the UCA?**

The ACCC has the power to impose hefty fines.

## **What if I'm not sure if it is an UCA or I have other questions?**

Please contact Reliv Managing Director Sue Stone on 02 9852 7000 or [ssstone@relivinc.com](mailto:ssstone@relivinc.com) who will be happy to answer your questions.



# IMPORTANT NOTICE TO THE CONSUMER

You have a right to cancel this agreement within 10 business days from and including the day after you signed or received this agreement. Details about your additional rights to cancel this agreement are set out in the information attached to this agreement.



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## Retail Customer Purchase Agreement

Supplier Name \_\_\_\_\_ Independent Reliv Distributor

ABN/ACN (if applicable) \_\_\_\_\_ Reliv RCN \_\_\_\_\_

Address (not PO Box) \_\_\_\_\_

Phone \_\_\_\_\_ Mobile \_\_\_\_\_

Email \_\_\_\_\_ Fax \_\_\_\_\_

Customer Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Mobile \_\_\_\_\_

Email \_\_\_\_\_ Fax \_\_\_\_\_

The Supplier agrees to sell to the Customer and the Customer agrees to purchase from the Supplier the products for the price and other charges, and subject to the other terms specified in this Agreement.

Qty	Product	Price	Total
Customer Signature _____ Date _____  Supplier's Signature _____ Date _____		Subtotal	
		Handling	
		Total Incl. GST (Amount to pay on delivery)	

**Product Guarantee:** If for any reason you are not completely satisfied with the quality of this Reliv product purchased by you, you may return it within 30 days after purchase for a full refund from your Independent Reliv Distributor.

## ADDITIONAL INFORMATION ON CONSUMER RIGHTS

The following information provides you with details of your right to terminate this Purchase Agreement during the termination period, the way in which you can exercise that right and other matters that are prescribed in the regulations of the Australian Consumer Law (ACL).

This assumes that this Purchase Agreement is an unsolicited consumer agreement (UCA) and relevant transitional provisions do not apply.

1. You may terminate this Purchase Agreement within the longest of the following time periods:

- a) If this agreement is not negotiated by telephone – the period of 10 business days beginning on the first business day after this Purchase Agreement is made;
- b) If this agreement is negotiated by telephone – the period of 10 business days beginning on the first business day after this Purchase Agreement is given to you;
- c) The period of 3 months, beginning on the first day after this Purchase Agreement is made or, if negotiated by telephone, on the first day after this Purchase Agreement is given to you, if the Reliv Independent Distributor breaches any of the following provision of the ACL:
  - i) section 73 (permitted hours for negotiating a UCA);
  - ii) section 74 (disclosing purpose and identify); or
  - iii) section 75 (ceasing to negotiate on request); or
- d) the period of 6 months, beginning on the first day after this Purchase Agreement is made or, if negotiated by telephone, on the first day after this Purchase Agreement is given to you, if the Reliv Independent Distributor breaches any of the following provisions of the ACL:
  - i) section 76 (informing you of the termination period);
  - ii) a section of Subdivision C (requirements for UCA); or
  - iii) section 86 (prohibition on supplies for 10 business days).

2. To terminate this Purchase Agreement you must provide the Reliv Independent Distributor oral or written notice indicating your intention to terminate the Purchase Agreement. You may use the prescribed termination notice provided with this Purchase Agreement to terminate the Purchase Agreement. You may give written notice to the Reliv Independent Distributor in the following ways:

- a) Personally delivering it to the Reliv Independent Distributor;
- b) Delivering or posting it to the Reliv Independent Distributor's address (not PO Box) in an envelope addressed to the Reliv Independent Distributor. (Note: if you post the notice to the Reliv Independent Distributor it will be taken to have been received at the time of posting);
- c) Sending it to the email address of the Reliv Independent Distributor.
- d) Faxing it to the fax number of the Reliv Independent Distributor.

3. Reliv Australia Pty Ltd and the Reliv Independent Distributor is prohibited from supplying goods under this Purchase Agreement, or accepting or requiring payment or any other consideration for the goods during a period of 10 business days starting:

- a) If this agreement is not negotiated by telephone – at the start of the first business day after the day on which this Purchase Agreement is made; or
- b) If this Purchase Agreement is negotiated by telephone – at the start of the first business day after the day on which you are given this Purchase Agreement.



## CANCELLATION NOTICE UNSOLICITED CONSUMER AGREEMENT

### Right to cancel this agreement within 10-business-day cooling-off period

You have a right to cancel this agreement without any reason with 10 business days from and including the day after you signed or received this agreement.

### Extended Right to cancel this agreement

If the supplier has not complied with the law in relation to unsolicited consumer agreements, you also have a right to cancel this agreement by contacting the supplier, either orally or in writing.

**Refer to the information provided with this agreement.** You may have 6 months to cancel this agreement in certain circumstances.

To cancel this agreement in writing, complete this notice and send it to the supplier.  
Alternatively, write a letter or send an email to the supplier.

### Supplier details (to be completed by Reliv Independent Distributor)

Supplier Name \_\_\_\_\_ Independent Reliv Distributor

Address \_\_\_\_\_

Email \_\_\_\_\_ Fax \_\_\_\_\_

Products supplied under this agreement \_\_\_\_\_

Cost of Products \_\_\_\_\_ Date of agreement \_\_\_\_\_

### Consumer Details

Name of Consumer \_\_\_\_\_

Address \_\_\_\_\_

### I WISH TO CANCEL THIS AGREEMENT

Signature by \_\_\_\_\_ Date \_\_\_\_\_

**Note:** You must either return to the supplier any goods supplied under the agreement or arrange for the goods to be collected.

