

# LIFESTYLE TRADIE MEMBERSHIP AGREEMENT

This Agreement is between you & Lifestyle Tradie Pty Ltd (ABN 69 135 883 251) (us, we or our) & relates to your participation in our Membership Program (Platinum level) known as "Lifestyle Tradie" (LT). By signing & submitting the LT Application Form to us with a tick in the box in relation to terms & conditions (T&C), you are confirming your acceptance of the T&C in this agreement.

## 1. MEMBERSHIP LEVELS

- 1.1 We offer one level of membership being Platinum membership. The benefits of this membership, related fees, special conditions & options for payment are more detailed in the Attachment to this agreement.
- 1.2 You acknowledge & agree that we reserve the right to vary this Agreement & revise content, cancel or reschedule part of LT or to make other changes to LT as reasonably required.
- 1.3 You acknowledge & agree that the information, techniques, skills, concepts & recommendations provided by us (or speakers) to you are of a general nature & are not to be relied on by you as professional, financial, or other advice. We make no representations or warranties about the results to be obtained from participation in the LT Program or using the Program Materials.
- 1.4 Elevating from Platinum to Diamond level membership occurs in your 4th year. This provides access to an elite group of trade business owners. It includes an invitation to attend Diamond Day at our ReIgnite and ReUnite (R&R) members events 3 times per year. This occurs the day prior to our live R&R events. This also includes access to advanced training on our [mylifestyletradie.com.au](https://mylifestyletradie.com.au) portal.

## 2. MEMBERSHIP BENEFITS

- 2.1 The benefits that you will receive by level of membership are described in the Attachment to this agreement. This clause sets out other terms & conditions relevant to the benefits you may receive.
- 2.2 As a Platinum member, you will be provided with the Ultimate Freedom Flowcharts & you agree that they are for personal use only, you will not copy them; you will not give them to anyone who is not your employee; you will not sell or commercialise them either individually or as a pack, & where you are entitled to a soft copy, you will not post or embed them in a non-secure environment.
- 2.3 As part of the LT Program, you may be invited to attend LT Events on the following terms:
  - (a) A maximum number of representatives (two) from your business under Platinum membership. They must be employed by you.
  - (b) You give permission for us or our authorized representative to film you & your staff & to use the footage in any marketing/production we create.
  - (c) all venue fees & materials will be paid for by us.
  - (d) you will be responsible for your own transport to & from the LT Event, accommodation, meals (including dinner), drinks & other expenses incurred by you when you attend the LT Event.
  - (e) you agree to conduct yourself within the LT Event environment in a professional & courteous manner. If deemed unacceptable, & not corrected after notice, LT reserves the right to ask you to leave & cancel your membership.

## 3. ACCESS TO ONLINE MEMBERS' AREA

- 3.1 As a Platinum member, you will be provided with access to [mylifestyletradie.com.au](https://mylifestyletradie.com.au) immediately at time of joining & initial first payment received. It may be shared with trusted employees for the purpose of implementation provided they agree not to disclose the username & passwords to any third parties.
- 3.2 Subject to clause 5.2, you must treat the username & password as personal & confidential & you must not disclose it to any third parties.

## 4. TERM OF MEMBERSHIP & TERMINATION

- 4.1 Platinum membership is a 12-month program. Payments will be made either 1st or 15th of each calendar month (depending on which is closest to your commencement date) for monthly installment. There are no cancellations or refunds during this first 12-month period. Should your credit card expire, you will be required to supply new details. We reserve the right to suspend your membership, including access to [mylifestyletradie.com.au](https://mylifestyletradie.com.au) until your payments are up to date.
- 4.2 After your first 12-months your membership will automatically be renewed & will continue until it is cancelled.
- 4.3 Platinum Membership payment charges as follows: 12-month program commitment at \$1697 + GST per month. Surcharge of 1.5% applies for credit cards. Direct debit options are available on application. Please refer to our Lifestyle Tradie Magazine via the following link for further description around the benefits and Platinum membership structure [www.lifestyletradie.com.au/membershipmag2024](https://www.lifestyletradie.com.au/membershipmag2024)
- 4.4 Any deposits made toward Lifestyle Tradie Membership are non-refundable.
- 4.5 You can cancel your membership at any time after the first 12 months by giving us written notice at least 30 days before your next payment is due. Your ongoing payments & ability to login to the LT membership portal online will be stopped at the end of the payment cycle.
- 4.6 If you exit your membership with Lifestyle Tradie, you are not eligible to attend any member events that have been booked in advance of your exit from the program. This includes both interstate and international events.

## 5. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

- 5.1 LT owns the Intellectual Property Rights in the LT Program & all Program Materials. You must not claim a right in an Intellectual Property Right or any imitation of it. You are only authorised to use the LT Program & Program Materials for your own non-commercial, educational purposes.
- 5.2 You are not authorised to copy, modify, reproduce in any format, licence, publish, distribute, upload, broadcast, sell, transfer or otherwise deal with the LT Program or Program Materials except in accordance with the terms of this agreement.

## 6. LIABILITY & INDEMNITY

- 6.1 To the extent permitted by law, we will not be liable for any special, indirect, or consequential loss or damage (including personal injury), loss of profit or opportunity arising out of or in connection with your membership, whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- 6.2 You agree to defend, indemnify & hold us, our subsidiaries, affiliates, licensors, employees, agents & independent contractors harmless, against any claims, damages, costs, liabilities & expenses (including, but not limited to, reasonable legal fees) arising, directly or indirectly, out of or related to any claims, including negligence, made by third parties against us caused by, or resulting from, any wrongful, willful, or negligent act or omission by you.
- 6.3 This agreement is governed by the laws of New South Wales & the parties irrevocably & unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales.
- 6.4 This agreement including the Attachment contains the entire agreement of the parties with respect to its subject matter.