

# 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). The "Attachment" refers to the Lifestyle Tradie Membership Magazine and inclusions found at [www.lifestyletradie.com.au/membershipmag](http://www.lifestyletradie.com.au/membershipmag). 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 its content, cancel or reschedule any part of LT, or make other changes to LT as reasonably required to protect our legitimate business interests. We will provide you with at least 7 days' notice of any proposed variations. If any such variation is materially detrimental to you, you may terminate this agreement without penalty by providing us 30 days' written notice.
- 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 materials that have been provided to you as part of the LT Program ("Program Materials").
- 1.4 Elevating from Platinum to Diamond level membership occurs in your 4th year, by invitation only. This provides access to an elite group of trade business owners. It includes participation to attend Diamond Day at our ReIgnite & ReUnite (R&R) member 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 [www.mylifestyletradie.com.au](http://www.mylifestyletradie.com.au) portal and invitations to any additional exclusive events hosted for Diamond members.

## 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 the [mylifestyletradie.com.au](http://mylifestyletradie.com.au) portal 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. BUY4TRADIES

- 4.1 As part of your Lifestyle Tradie membership, you will receive complimentary access to Buy4Tradies, an independent buying group offering exclusive discounts and deals for trade business owners. Your Buy4Tradies membership: (a) is provided at no additional cost; (b) allows you complete discretion to select which offers to utilise; (c) imposes no minimum purchase requirements; and (d) has no lock-in period. By executing this Agreement, you: (i) consent to the activation of your Buy4Tradies membership; and (ii) acknowledge that your use of Buy4Tradies services will be governed by separate Terms and Conditions available at [www.buy4tradies.com.au/membershipagreement](http://www.buy4tradies.com.au/membershipagreement), which constitute a distinct agreement between you and Buy4Tradies.

## 5. TERM OF MEMBERSHIP & TERMINATION

- 5.1 Platinum membership is an initial 12-month commitment. Your monthly payment will be processed on either the 1st or the 15th of each month, depending on which date is closest to your start date. Due to the fact that members gain immediate access to all LT materials and full benefits of the LT program from the moment they join, no cancellations or refunds are offered during this initial 12-month period. If your credit card expires, you must provide updated payment details. We reserve the right to suspend your membership, including access to the [www.mylifestyletradie.com.au](http://www.mylifestyletradie.com.au) portal, until your account is brought up to date.
- 5.2 After your initial 12-months your membership will automatically continue on a monthly basis until it is cancelled.
- 5.3 Platinum membership payment charges are as follows: 12-month commitment is \$25,040.40 incl GST or \$2086.70 incl GST per month. Processing fee of 2.0% applies for credit cards. Direct debit is available with no processing fee. A late fee of \$15.00 will be charged for any failed monthly payments via insufficient funds. Please refer to our Lifestyle Tradie Magazine via the following link for further information around the benefits and structure of the membership [www.lifestyletradie.com.au/membershipmag](http://www.lifestyletradie.com.au/membershipmag)
- 5.4 To the extent permitted by law, any deposits made toward Lifestyle Tradie Membership are non-refundable.
- 5.5 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.
- 5.6 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. You will not be entitled to compensation for any expenses incurred.

## 6. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

- 6.1 LT owns the intellectual property rights, including copyright, trade marks, designs and confidential information ("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.
- 6.2 You are not authorised to copy, modify, reproduce in any format, license, 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.

## 7. LIABILITY & INDEMNITY

- 7.1 Except as expressly set out in this agreement, and subject to any terms, guarantees, warranties or conditions that by law may not be excluded, all terms, guarantees, warranties or conditions implied by law or otherwise relating to the supply of goods or services under this agreement are excluded. If we are liable for breach of an imposed terms, guarantees, warranties or conditions, our liability is, at our option, limited to supplying the goods or services again.
- 7.2 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.
- 7.3 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.

## 8. GENERAL CLAUSES

- 8.1 A notice, given under this agreement must be in writing sent to the recipient at the address specified at the beginning of the agreement. A notice is taken to have been received two business days after sending if sent by post; or if sent by courier, at the time indicated by the records of the courier; or if sent by electronic mail, on receipt by the sender of an acknowledgment indicating that the mail item was read by the recipient.
- 8.2 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.
- 8.3 This agreement including the Attachment contains the entire agreement of the parties with respect to its subject matter.
- 8.4 If any part of this agreement is deemed illegal or unenforceable, it shall be removed without affecting the commitment or continued operation of the agreement's remaining provisions.
- 8.5 Subject to clause 1.2, the agreement can only be amended, supplemented, or waived in writing, when signed by both parties. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this agreement