

LETTER OF INVITATION - TRAIN THE TRAINER

CLIENT DETAILS

Name

Company Name

Street Number

Street Name

Suburb

State

Post Code

Primary Email Address

Secondary Email Address

Home Telephone

Mobile Telephone

Work Telephone

Facsimile

PAYMENT AMOUNT (INCLUDING GST)

\$11,100.00 - Train the Trainer 12 month package

PAYMENT METHOD (Please tick)

- Direct Credit
 Cheque
 Visa

CLIENT PARTNER DETAILS (IF APPLICABLE)

Name

Street Number

Street Name

Suburb

State

Post Code

Primary Email Address

Secondary Email Address

Home Telephone

Mobile Telephone

Work Telephone

Facsimile

CREDIT CARD DETAILS - 1.80% card fee

Card Number

Expiry Date

 /

Card Holder's Signature

SOLVERE WEALTH - DIRECT DEBIT DETAILS

Account Name

BSB

Account No.

Note: Payment plan option available with 20% due on commitment and a 6 monthly payments. Fees apply.

THIS LETTER OF INVITATION IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS

Privacy Statement – All personal information provided will be used for the use of Solvere Wealth and its associated companies only. This information remains Private and Confidential and will not be provided to any third parties for marketing purposes. Solvere Wealth is committed to acting in accordance with the Privacy Act 1988 (web: privacy.gov.au).

TERMS AND CONDITIONS

1. Definitions and interpretation

Defined terms: In these Terms and Conditions, unless the context indicates otherwise, the following defined terms shall have their meaning as specified:

ACL means the Australian Consumer Law under the Consumer and Competitions Act 2010 (Cth).

Act means the Corporations Act 2001 (Cth).

Acceptance Date means the date we provide you with written notice that you have been accepted into the Solvere Coaching Program.

Client means the party or parties who have signed the Letter of Invitation and have been accepted by Solvere for Solvere Coaching.

Coaching Materials means all documents, software, methods and techniques disclosed by any coach, staff or other person or entity involved in supplying Solvere Coaching Services to you.

Confidential Information means all information, non-public or proprietary information of Solvere's, regardless of its form or how it is stored or delivered:

- (a) disclosed or communicated by Solvere to you; or
- (b) learnt or accessed by you from Solvere, on or after the Acceptance Date but does not include information:
- (c) which is in the public domain other than through breach of these Terms and Conditions or an obligation of confidence owed to us; or
- (d) which you can prove to our satisfaction was already known to you at the time of disclosure by us (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or
- (e) which you acquire from a source other than us where such source is fully entitled to disclose it.

Consequential Loss means loss of expected savings, loss of use, loss of opportunity, loss of profit, loss of revenue, increased financing costs, loss arising from delay, or any consequential, special or indirect loss or damage, whether or not the possibility or potential extent of the loss or damage was known or foreseeable, and whether arising from a claim under indemnity, contract, tort (including negligence), statute or otherwise.

Default Event means any one of the following events:

- (a) you fail to make any payment when due;
- (b) commit a serious, wilful or persistent breach of these Terms and Conditions;
- (c) you enter into liquidation, provisional liquidation, bankruptcy or under administration, having a controller, administrator, receiver or analogous person appointed to you or to any of your property, or being taken under section 459F(1) of the Act to have failed to comply with a statutory demand;
- (d) you are unable to pay your debts, become insolvent, bankrupt or commit an act of bankruptcy;
- (e) you die, cease to be of full legal capacity or otherwise becoming incapable of managing your own affairs for any reason; or
- (f) a mortgagee or their agent enters into possession of your assets; or
- (g) entering into a compromise or arrangement with, or assignment for the benefit of, any of your creditors, or any analogous event.

Financial Service has the same meaning as in the Act.

Force Majeure Event means circumstances beyond our reasonable control, which shall include, but not be limited to changes in any laws, Regulations, orders, Acts, instructions or priority request of any government, or any department or agency, civil or military authority, acts of God, acts of the public enemy, your acts or omissions, fires, floods, strikes, lockouts, embargoes, wars, labour or material shortages, riots, insurrections, defaults of our suppliers or subcontractors, delays in transportation, your instructions or lack of instructions from you.

Intellectual Property Rights means all forms of intellectual property rights (whether registered or unregistered) in copyright, designs, patents, trademarks, domain names, trade secrets, know-how, confidential information, and all other similar proprietary rights and all extensions and renewals thereof anywhere in the world which currently exist and/or are recognised in the future.

GST has the meaning as set out in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Letter of Invitation means a letter from us to you inviting you to apply for Solvere Coaching, that sets out the Payment Amount, and that includes these Terms and Conditions.

Payment Amount means the amounts (including GST) to be paid by you stated in the Letter of Invitation for 12 months of Services, or stated in any subsequent agreement to renew.

Personal Information has the same meaning as in the Privacy Act.

Privacy Act means the Privacy Act 1988 (Cth) as amended.

Privacy Policy means Solvere's privacy policy as amended from time to time.

Related Bodies Corporate has the same meaning as in the Act.

Services means services provided by us from time to time, including the supply of property investment strategies, coaching and related or ancillary services under the Solvere Coaching Program.

Solvere means Solvere Wealth Pty Ltd (ACN 609 980 047), including its Related Bodies Corporate, agents, personnel, subcontractors and employees where they act on behalf of the corporation.

Solvere Coaching Program means the program described in clause 5 of these Terms and Conditions.

Terms and Conditions means terms, conditions and provisions contained herein in this agreement.

We, us or our refers to Solvere.

You or your refers to the Client.

2. Engagement

2.1 These Terms and Conditions apply from the Acceptance Date. 2.2 If you sign and return the Letter of Invitation to us, this constitutes an offer by you to join the Solvere Coaching Program.

2.3 Our initial acceptance of your offer is subject to us being satisfied of your suitability for the Solvere Coaching Program based on our evaluation of, but not limited to, your:

2.3.1 current assets and liabilities;

2.3.2 credit history; and

2.3.3 borrowing capacity.

2.4 We will provide you with written notice of your acceptance to the Solvere Coaching Program which will entitle you to 12 months of Services.

2.5 You may decide to continue to receive Services after the first year if you accept any written offer we make (which will include the Payment Amount).

3. Price

3.1 Unless otherwise agreed to in writing by us, the price charged and payable by you for our Services shall be the Payment Amount (including GST).

4. Payment terms

4.1 Payment of the Payment Amount must be made in full, payable within 7 days of the Acceptance Date; or

4.2 All payments of the Payment Amount are to be made to us by direct debit to the bank account nominated by us, by credit card or by cheque or as otherwise indicated by us in writing.

4.3 If we incur costs in the collection of the Payment Amount from you, these costs will become a debt owed by you to us.

4.4 You have no right of set off.

5. SOLVERE COACHING PROGRAM

5.1 The Services provided by us as part of the Solvere Coaching Program include:

5.1.1 assisting you with fact finding;

5.1.2 having your borrowing capacity assessed;

5.1.3 assisting you to create property purchasing strategies;

5.1.4 supporting your analysis of potential property purchases; 5.1.5 supporting you through any property purchase you decide to make.

5.2 You warrant and undertake to at all times read, research, practice, perform, submit and complete all requirements, skill sessions, assessments and tasks associated with the Solvere Coaching Program we provide to you.

5.3 You acknowledge and agree that we are not accountants or financial planners and cannot provide you with advice in relation to tax, financial planning products or strategies, or self managed superannuation fund strategies. You agree that it is your responsibility to obtain this advice independently of us.

5.4 We reserve the right to terminate this agreement, by written notice to you, if you fail to adhere to the warranty and undertaking provided under clause 5.2, or if we form the view that you are not suitable for the Solvere Coaching Program.

6. EXCLUSIONS AND LIMITATIONS

6.1 The exclusions and limitations in this clause 6 are subject to clause 7 (Statutory Rights).

6.2 All express or implied representations, conditions, statutory guarantees, warranties and provisions (whether based on statute, common law or otherwise), relating to these Terms and Conditions, that are not contained in this clause, are excluded to the fullest extent permitted by law.

6.3 Any liability arising in relation to the provision of our Services to you, however arising and whether for Consequential Loss or otherwise, including any liability arising by virtue of any representation or warranty, whether express or implied by law, is hereby excluded to the fullest extent permitted by law.

6.4 No warranty is given and we will not be liable for any loss or damage caused by:

6.4.1 non-adherence by you to the information, recommendations and strategies provided to you as part of the Solvere Coaching Program;

6.4.2 interference with our Services for which we are not responsible;

6.4.3 any Force Majeure Event;

6.4.4 unusual or non-recommended use of our Services; or

6.4.5 your failure to promptly provide us with accurate documents and information that we request.

6.5 We will not be liable for any special, indirect, Consequential Loss or damage suffered by you or any other person resulting from any act or omission by us (including breach, termination or non-observance of the terms incorporates these Terms and Conditions).

6.6 Our total liability for breach of these Terms and Conditions or breach of our contractual obligations or duties at law or in equity (however arising) is limited at our option to:

6.6.1 the supply of the Services again; or

6.6.2 the payment of the cost of having the Services supplied again.

6.7 You acknowledge and agree that:

6.7.1 you shall complete and provide all documents relating to the provision of the Services as are required by us in an accurate and timely manner;

6.7.2 you have and will make your own assessment of the fitness for purpose and suitability of the Services we supply to you;

6.7.3 you have not engaged us to provide you with a Financial Service as defined in the Act;

6.7.4 we do not make or have made any representations to you that we provide a Financial Service as defined in the Act;

6.7.5 we do not make or have made any representations that we hold an Australian Financial Services licences under section 913B of the Act;

6.7.6 you do not enter into this agreement in reliance upon any statement or representation (whether negligent or otherwise) whether oral, written, express or implied, given or agreed to be given by any person except those expressly set out or referred to in this Terms and Conditions; and

6.7.7 the only remedy available in respect of any misrepresentation or untrue statement made to you shall be a claim for breach of contract under this Terms and Conditions.

6.8 If we obtain services from a third party in order to carry out our Services to you:

6.8.1 we will not be liable for any breach of these Terms and Conditions if that breach is as a result of, or is connected with, the supply by a third party;

6.8.2 we acquire such services as agent for you not as principal and will have no liability to you in relation to the supply of these services;

6.8.3 any claim by you in relation to the supply of such services must be made directly against that third party;

6.8.4 you must pay for such services from the third party plus the cost of, or relevant fee for, us performing such services as agent for you (whether separately identified or not);and

6.8.5 you do not require us to account to you for any commissions or benefits we may receive from such a third party supplier in connection with the supply of services to you and authorise us to contract on your behalf as we think fit.

6.9 We give no warranty in respect of any services that are supplied or carried out or provided to you by a third party even where forming part of our Services. Any warranties, statutory guarantees or other rights will be governed by the terms of supply by that provider to you and relevant laws.

7. STATUTORY RIGHTS

7.1 We will fulfil all of our statutory obligations including in circumstances where you are acquiring Services from us as a 'consumer', as defined in section 3 of Schedule 2 of the ACL, and being a 'consumer' gives you additional rights under the ACC.

7.2 Nothing in these Terms and Conditions is intended to exclude, restrict or modify any condition, warranty, statutory guarantee, right or remedy implied or imposed by common law, statute or regulation which cannot be lawfully excluded, restricted or modified, which may include the ACL and any relevant State or Territory legislation which act to afford you the benefit of implied terms and/or statutory guarantees which operate to protect the purchasers of goods and services in various circumstances.

8. CONFIDENTIALITY

8.1 You undertake to keep confidential any Confidential Information which you obtain and not to use such information or disclose it to any other person, except as permitted under this clause 8.

8.2 You shall keep confidential and shall not use any Confidential Information communicated by us to you without our prior written consent.

8.3 The restriction contained in this clause 8 shall continue to apply while you are a Client of ours, and also after the expiry or termination of this agreement.

8.4 You may disclose any Confidential Information:

8.4.1 required by law; or

8.4.2 required by any competent regulatory authority or recognised stock exchange; or

8.4.3 where such information is in the public domain other than through breach of these Terms and Conditions, provided that any Confidential Information shall only be disclosed by you at least seven days after you notify us in writing (with full particulars) of your obligation to disclose the Confidential Information (if such notification is lawful in the circumstances).

9. INTELLECTUAL PROPERTY

9.1 All of our Intellectual Property Rights in and relating to the production, development and supply of our Services, including but not limited to manuals, drawings, illustrations, DVD's, webinars, specifications, and other literature remains our property and shall not be transferred, assigned, licensed, reproduced, disclosed or otherwise given to any other person by you without our prior written consent.

10. PRIVACY AND DATA

10.1 You acknowledge and agree that:

10.1.1 in order to provide our Services to you we require certain Personal Information including credit history, employment status, personal financial information and data; and

10.1.2 we may disclose your Personal Information to Related Bodies Corporates, professional agents including superannuation fund advisers, insurance providers, lenders subcontractors and representatives for the purpose of giving effect to our Services;

10.1.3 you have read, understood and agree to our Privacy Policy.

10.2 You agree to share your investment experiences and successes with us and any media forum we nominate from time to time including, but not limited to, providing your name, images, videos, interviews and testimonials for promotional, marketing and/or publicity purposes.

10.3 We warrant that we will:

10.3.1 only collect, use or disclose Personal Information that is collected, used or disclosed by you or your authorised agents, in accordance with the requirements of the relevant privacy laws in Australia;

10.3.2 use Personal Information, strictly for the purposes of performing our Services in accordance with these Terms and Conditions;

10.3.3 implement appropriate technical and organisational measures to protect Personal Information against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access; and

10.3.4 take reasonable steps to ensure the reliability of staff who have access to Personal Information.

11. GST

11.1 Unless otherwise agreed, prices with respect to any taxable supply are inclusive of GST.

11.2 We will issue a tax invoice for any taxable supply to you, which will enable you, if permitted by the GST Law, to claim a credit for GST paid by you.

11.3 If GST is payable for a taxable supply by a third party, we will request that party to provide you with a tax invoice.

12. TERMINATION

12.1 You may terminate this agreement with us within 14 days from the Acceptance Date by written notice to us.

12.2 If you elect to terminate during the period listed in the above clause 12.1, we will refund all moneys paid to us in connection with your Application less the amounts itemised in the below clause 12.3.

12.3 If we determine that you are unsuitable for the Solvere Coaching Program pursuant to clause 2.3 we will refund all moneys paid to us in connection with your Application less:

12.3.1 \$100.00 for administration costs;

12.3.2 \$300.00 for our Coaching Materials; and

12.3.3 any commission amounts paid by us to any third parties on your behalf.

12.4 We may terminate this agreement, by written notice to you, if we form the view that Solvere Coaching is not suitable for your circumstances or not in your best interests, or you engage in conduct that amounts to serious or wilful misconduct including:

12.4.1 commit an act of dishonesty or theft;

12.4.2 assault or engage in threatening behaviour towards our staff, agents, representatives or clients;

12.4.3 create a serious risk to the health and safety of our staff, agents, representatives clients or another person; or

12.4.4 engage in conduct that causes unacceptable loss to our reputation or profitability or may be reasonably likely to do so.

12.5 If a Default Event occurs we may, without limiting any other rights we have under these Terms and Conditions, terminate this agreement.

12.6 If we terminate this agreement under clause 12.4 or 12.5, without limiting any other rights we have:

12.6.1 all payments and any other money under these Terms and Conditions becomes immediately payable; and

12.6.2 you agree to indemnify and keep us indemnified in respect of all damages, losses, costs and expenses (including legal costs) that we may incur as a result of your breach or alleged breach of these Terms and Conditions.

12.7 You may terminate this agreement, by written notice to us, if we:

12.7.1 commit a serious, wilful or persistent breach of these Terms and Conditions;

12.7.2 enter into liquidation, provisional liquidation, bankruptcy or under administration, having a controller, administrator, receiver or analogous person appointed to you or to any of your property, being taken under section 459F(1) of the Act to have failed to comply with a statutory demand; or

12.7.3 a mortgagee or their agent enters into possession of our assets.

12.8 If you elect to terminate this agreement pursuant to clause 12.7, we will refund the amounts paid to us by you less:

12.8.1 \$100.00 for administration costs;

12.8.2 \$300.00 for our Coaching Materials; and

12.8.3 any commission amounts paid by us to any third parties on your behalf.

13. GENERAL

13.1 These Terms and Conditions shall bind our successors, administrators and permitted assigns and your executors and permitted assigns, or, being a company, its successors, administrators and permitted assigns.

13.2 We may without notice to you assign, transfer and/or sub-contract our rights and/or obligations (in whole or in part) under these Terms and Conditions. You may not assign, transfer, hold on trust or otherwise delegate any of your rights or obligations under these Terms and Conditions without our prior written consent.

13.3 Time shall be of the essence in relation to any date or period under these Terms and Conditions.

13.4 If we adopt new terms and conditions for the sale of our Services:

13.4.1 you will be given written notice (if you are a Client at the relevant time); and

13.4.2 unless otherwise agreed, they will apply to the supply of our Services after you accept such new Terms and Conditions.

13.5 We may vary these Terms and Conditions by providing you 14 days written notice.

13.6 These Terms and Conditions and the attached Application constitutes the full and complete agreement between the parties relating to the subject matter contained in this agreement and supersedes any and all previous agreements, understandings, negotiations or representations between the parties in respect of all matters dealt with herein.

13.7 Each clause in these Terms and Conditions is severable and if any clause is held to be illegal or unenforceable, then the remaining clauses will remain in full force and effect.

13.8 No failure, delay, relation or indulgence on our part in exercising any power, right or remedy precludes any other or further exercise of that or any other power, right or remedy.
e State of New South Wales.

14. NOTICES

14.1 Any notice required to be given under these Terms and Conditions shall be sufficiently given if delivered personally, by facsimile transmission or, forwarded by pre-paid post (airmail if overseas) to the addresses set out in the attached Application.

14.2 Communications which are sent or dispatched as set out in clause 14.1 will be deemed to have been received by the addressee:

14.2.1 in the case of personal delivery, at the time of such delivery;

14.2.2 in the case of communication by post, on the 3rd business day after dispatch in the case of delivery from and to an address in New South Wales and 5 business days after dispatch in any other case; and

14.2.3 in the case of facsimile transmission, on receipt by the sender of a transmission report confirming that the transmission has been received, provided that if such transmission is received after 5.00 pm in the place of receipt, then the recipient will be deemed to have been duly served on the next succeeding business day at the place of receipt.

15. GOVERNING LAW

15.1 These Terms and Conditions shall be governed by the laws of the New South Wales and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of the State of New South Wales.

CLIENT (and Partner if applicable)

I acknowledge that I have read, understood and agree to be bound to these terms and conditions.

Date: ____ / ____ / _____

Signature (Client): _____

Signature (Client's Partner): _____

(if applicable)

Name (Client): _____

Name (Client's Partner): _____

(if applicable)