

**CONDITIONS OF FREEDOM MEMBERSHIP**  
**(Investa Solutions)**

---

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

Under these Conditions, unless the context indicates a contrary intention:

**Commencement Date** means:

- (a) in respect of the first Membership Year, the date upon which the Member's Registration is completed; and
- (b) in respect of each subsequent Membership Year, each anniversary of the first Commencement Date;

**Conditions** means these terms and conditions, pursuant to which the Freedom Membership is granted;

**Debt** means any part of the Subscription Fee that is due but unpaid by the Member;

**Freedom Membership** means the membership and benefits as described in these Conditions, gained by a Member upon completing the Member's Registration;

**Investa Solutions** means Investa Solutions Pty Ltd ABN 72 124 350 894 of 213 Greenhill Road Eastwood SA 5063 Australia, being the provider of Freedom Membership;

**Member** means the individual, company, partnership, trust or entity to whom Freedom Membership is provided by Investa Solutions;

**Member's Information** means the confidential information provided to Investa Solutions by the Member at the time of the Member's Registration;

**Member's Registration** means the process of registration as a Member for each Membership Year by either:

- (a) successfully completing the series of web pages at [www.investasolutions.com.au](http://www.investasolutions.com.au), including payment of the Subscription Fee; or
- (b) completing the Pamphlet and paying the Subscription Fee;

**Membership Year** means each period of one year commencing on the Commencement Date;

**Pamphlet** means Investa Solutions' "Freedom Memberships" pamphlet, as updated from time to time;

**Referred Service Provider** means any person, professional, company or service provider recommended by, or to whom the Member is referred by, Investa Solutions;

**RP Property Analysis** means a detailed report providing property information, including comparative sales data, relevant demographic trends and other information which may be relevant in the analysis and assessment of residential property as a prospective investment asset;

**Subscription Fee** means the annual Freedom Membership Fee, calculated by reference to the Member's Registration;

**Tailored Strategy** means a written evaluation of the Member's current and potential capacity to invest in property ownership, including review of the Member's likely borrowing criteria, potential investment selection criteria, analysis of affordability and strategies for risk management;

**Term** means each Membership Year in respect of which the Member completes the Member's Registration and pays the Subscription Fee and ending on the earlier to occur of:

- (a) the Voluntary Termination Date; or
- (b) the valid termination of the Freedom Membership in accordance with these Conditions;

**Uncontrollable Event** means an event, circumstances or action that is beyond the direct control of Investa Solutions;

**Voluntary Termination Date** means the date on which is the Freedom Membership terminate in accordance with clause 6.3; and

**Wealth Protection Health Check** means a comprehensive review of the Member's financial risk management profile.

## 1.2 Interpretation

In these Conditions:

- (a) Clause headings are inserted for convenience of reference only and will be ignored in the interpretation of these Conditions;
- (b) Unless inconsistent with the context, a reference to a party includes that party's executors, administrators, personal representatives, successors and lawful assigns; and
- (c) Words importing the singular include the plural and visa versa and words importing a gender include each other gender.

---

## 2. OBLIGATIONS OF INVESTA SOLUTIONS

### 2.1 Benefits of Freedom Membership

The Member shall receive in each Membership Year during the Term the following benefits from Investa Solutions (as requested by the Member):

- (a) a free Tailored Strategy;
- (b) a free RP Property Analysis for a prospective investment property;
- (c) 12 months subscription to Australian Property Investment Magazine, commencing during the next month of publication after the Commencement Date;
- (d) a book selected by Investa Solutions relating to property investment and having a retail value of not less than \$30;
- (e) subscription to Investa Solutions bi-monthly newsletter, delivered to the Member by mail or by e-mail (as nominated by the Member from time to time);
- (f) a free Wealth Protection Health Check;
- (g) access to purchase a range of investor resources (including software, books and games);

- (h) referral to qualified professionals who will prepare depreciation schedules for the Member's residential properties at a discounted fee (up to a 10% discount);
- (i) referral to a qualified property manager, who will provide property management services for the Member at a discounted fee (up to a 10% discount);
- (j) referral to a qualified professional who will prepare documentation for the incorporation of companies and establishment of trust structures at a discounted fee; and
- (k) vouchers from Australian Getaway Directory for 14 free nights of accommodation (redeemable within 12 months after the Commencement Date at participating hotels and resorts and subject to conditions).

#### **Confidentiality by Investa Solutions**

Investa Solutions will not knowingly disclose any of the Member's Information, and will use reasonable endeavours to prevent the unauthorised use or disclosure of the Member's Information to any person.

---

### **3. OBLIGATIONS OF MEMBER**

#### **3.1 Recording Member's Information**

The Member must use reasonable endeavours to ensure that the Member's Information is accurately registered with Investa Solutions.

#### **3.2 Member's Borrowing Obligations**

If the Member wishes to secure finance for the purposes of investing in or purchasing Property, the Member agrees to give Investa Solutions a reasonable opportunity to submit recommendations and proposals for such financial accommodation before applying for finance elsewhere.

---

### **4. FEES**

#### **4.1 Payment by Member**

Unless otherwise determined during the Member's Registration, the Subscription Fee will be payable by the Member in accordance with Clause 4.2.

#### **4.2 Subscription Fee**

The Subscription Fee will be payable in advance either:

- (a) by credit card;
- (b) by cheque made out to 'Investa Solutions Marketing'; or
- (c) by cash.

---

### **5. DISCLAIMERS**

#### **5.1 Uncontrollable Events**

If an Uncontrollable Event prevents Investa Solutions performing any obligation or providing any benefit contemplated by these Conditions:

- (a) Investa Solutions will use reasonable endeavours to overcome the Uncontrollable Event;
- (b) Investa Solutions and the Member will cooperate with each other to minimise the inconvenience caused by the Uncontrollable Event; and
- (c) Investa Solutions will not be liable in any way to the Member or to third parties for any loss or damage arising directly or indirectly from the Uncontrollable Event.

## 5.2 Referred Service Providers

The Member acknowledges that:

- (a) the Member is responsible for assessing the qualifications of, and the suitability of services provided by, any person engaged from time to time by the Member, including any Referred Service Provider;
- (b) Investa Solutions is not responsible for any advice or services provided to the Member by any Referred Service Provider; and
- (c) RP Property Analysis is provided by a Referred Service Provider, not by Investa Solutions.

## 5.3 Maximum Claim

The Member agrees that the maximum liability (whether in damages or by way of indemnity) of Investa Solutions arising as a result of any breach by Investa Solutions of these Conditions shall be, at Investa Solutions' discretion, either of:

- (a) a refund of the Subscription Fee paid by the Member in respect of the preceding six month period; or
- (b) rectification of the breach by Investa Solutions.

---

## 6. DEFAULT AND TERMINATION

### 6.1 Termination by Investa Solutions

Investa Solutions may terminate the Member's Freedom Membership with immediate effect by giving notice to the Member if at any time:

- (a) the Member breaches any of its obligations under these Conditions and such breach is not remedied within 14 days after Investa Solutions has notified the Member in writing of the breach; or
- (b) the Member is, in the reasonable opinion of Investa Solutions, insolvent.

### 6.2 Termination by Freedom Member

The Member may terminate their Freedom Membership with immediate effect by giving notice to Investa Solutions if at any time:

- (a) Investa Solutions breaches any of its obligations under these Conditions and such breach is not remedied within 14 days after the Member has notified Investa Solutions in writing of the breach; or
- (b) Investa Solutions is, in the reasonable opinion of the Member, insolvent.

### 6.3 **Voluntary Termination**

Either the Member or Investa Solutions may terminate the Member's Freedom Membership at any time after the first anniversary of the Commencement Date by giving written notice to the other, in which case:

- (a) the Member's Freedom Membership will terminate on the date of such notice; and
- (b) neither party shall have any claim against the other after the date of such termination, except in relation to a breach occurring before that date.

### 6.4 **Non-Payment of Debt by Member**

In relation to any Debt, it is agreed that:

- (a) At any time after the Debt's due date for payment, Investa Solutions may advise the Member (verbally or in writing) that:
  - (i) the Debt is outstanding; and
  - (ii) the Member's Freedom Membership may be suspended if the Member does not arrange prompt payment of the Debt;
- (b) If the Debt exists 7 days after the Member is advised of the Debt in accordance with the preceding sub-clause, then Investa Solutions may temporarily suspend the Member's Freedom Membership; and
- (c) If a Debt exists 7 days after such suspension, Investa Solutions may terminate the Member's Freedom Membership.

### 6.5 **Suspension/Termination without Prejudice**

Suspension or termination of the Member's Freedom Membership under this clause will not prejudice any rights or remedies accrued to Investa Solutions or to the Member under, or in respect of, any breach of these Conditions.

---

## 7. **MISCELLANEOUS**

### 7.1 **Severability**

Any provision of these Conditions that is, or becomes, illegal, void or unenforceable will be ineffective to the extent only of such a legality, voidness or unenforceability and will not invalidate the remaining provisions of these Conditions.

### 7.2 **Governing Law**

These are the Conditions and the Licence are governed by, take effect under, and will be construed in accordance with, the laws of South Australia and the Member irrevocably and unconditionally agrees to submit to the exclusive jurisdiction of the Courts of South Australia and those Courts entitled to hear appeals from them.