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FAMILY DISPUTE RESOLUTION PRACTITIONER
MEMBERSHIP AGREEMENT



MEMBERSHIP AGREEMENT



Membership Agreement

Parties

Aussiedivorce.com.au Pty Limited ACN 106 459 527
of Level 8, 131 York Street, Sydney NSW 2000 (Aussiedivorce)
Phone: 1300 65 75 19

and

* means required field

Company or Practice Name and Legal Entity *

ACN/ARBN/Business Number: *

Contact Name * Phone: email:

Partner(s) or Director(s) Names (1)*

Trading Address

Office, Floor: Building name *

Street number and name *

Suburb * City * State * (NSW, QLD, Victoria, NSW, NT) Postcode *

Background

- A. Aussiedivorce is the owner of the Aussiedivorce website being www.aussiedivorce.com.au (**Website**) and the Aussiedivorce business method, know how and intellectual property as detailed in Aussiedivorce's promotional material and the Website (**Aussiedivorce Business**).
- B. The Practitioner is an accredited A family dispute resolution (FDR) Practitioner

Operative provisions

1 Subscription to Website and Membership

- 1.1 The (FDR) Practitioner agrees to subscribe to the Website for the Term, as set out in Schedule One, on the terms and conditions of this agreement.
- 1.2 Aussiedivorce agrees to accept the (FDR) Practitioner subscription for the Term in consideration of the Fee which is payable in accordance with the Schedule One.
- 1.3 Aussiedivorce agrees to limit the number of Family Dispute Resolution (FDR) Practitioners which may subscribe to the Website. The number of members appointed by aussiedivorce.com.au in any State will not exceed a ratio of one in three (FDR) Practitioner 's in any one Region.
- 1.4 Aussiedivorce may vary the limits and proportions in clauses 1.3 by up to 5% in its absolute discretion in the event of subscriptions to the Website being terminated.
- 1.5 The (FDR) Practitioner acknowledges he/she is not granted any exclusivity under this agreement.

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- 1.6 The (FDR) Practitioner will not undertake any advertising in any media or prepare any written advertising or promotional material which includes the name "Aussiedivorce" without Aussiedivorce's consent which consent will not be unreasonably withheld.
- 1.7 The membership of the (FDR) Practitioner is specific to the location of its office. If a (FDR) Practitioner has more than one office, each office will need to have a separate membership to the Website.
- 1.8 The Practitioners warrant that they are legally able and competent to provide family dispute resolution and issue section 60I certificates under the Family Law Act 1975 and meet Accreditation Standards set out in the Family Law Regulations.

2 Website

- 2.1 Subject to the terms and conditions contained in this agreement, Aussiedivorce will make available on its Website a link to a profile webpage containing information about the (FDR) Practitioner ("the Family Dispute Resolution Practitioner's Webpage") and its services to prospective clients via the Website on the basis outlined on the Website.
- 2.2 The (FDR) Practitioner acknowledges that:
- (a) Notwithstanding anything in this agreement, Aussiedivorce reserves the right to refuse or withdraw from publication The Practitioner profile webpage.
 - (b) Aussiedivorce reserves the right to vary the format of the Practitioner's profile webpage.
- 2.3 The Practitioner warrants that their webpage does not breach:
- (a) *Competition and Consumer Act 2010*;
 - (b) any proprietary right, copyright, trademark or confidentiality of any other person.
- 2.4 The Practitioner warrants that their webpage complies with all relevant laws, regulations and codes of conduct.
- 2.5 The Practitioner Webpage must not contain any material that:
- (a) may imply that Aussiedivorce endorses or is in any way related to The Family Dispute Resolution Practitioner ;
 - (b) is critical of Aussiedivorce and the services offered by it;
 - (c) is illegal, offensive, distasteful or defamatory.
 - (d) is false or misleading.

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2.6 The (FDR) Practitioner agrees that:

- (a) Aussiedivorce cannot ensure the security or privacy of any information stored on the Website due to technical limitations;
- (b) To the extent permitted by law, The Practitioner releases Aussiedivorce from any liability in connection with clause 2.6(a)

3 Fees and Expenses

3.1 The Practitioner must pay the Fee during the Term set out in the Schedule One (**Fee**) to Aussiedivorce in the manner set out in the Schedule One.

3.2 Aussiedivorce may at its option, suspend or terminate this agreement without incurring any liability or remove The Practitioner's profile webpage from the Website and exercise any other rights at law if:

- (a) The (FDR) Practitioner fails to pay the Fee;
- (b) if The (FDR) Practitioner is made insolvent or bankrupt;
- (c) a receiver or liquidator is appointed for The Family Dispute Resolution Practitioner ;
- (d) The Practitioner fails to comply with any of the terms and conditions of this agreement;
- (e) The Practitioner is no longer engages as an (FDR) Practitioner
- (f) Aussiedivorce forms the opinion in its absolute discretion that the (FDR) Practitioner is not performing a level of service to clients referred to the Practitioner from Aussiedivorce that is acceptable to Aussiedivorce.

3.3 The Practitioner may terminate this agreement by:

- (a) giving 21 days' notice in writing; or
- (b) not paying the Fee at the commencement a new three (3) month period.

3.4 Aussiedivorce does not accept any liability for loss or damages (including indirect, special, economic or consequential loss or damage, loss of profits, loss of revenue or loss of business opportunity) incurred by Practitioner or any other person as a result of reliance upon the Website or any other information expressly or impliedly incorporated in the Website. This limitation of liability shall apply regardless of the cause of such liability or whether Aussiedivorce could or should have been aware of the likelihood of such loss or damage.

3.5 To the extent permitted by law:

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- (a) the contents of the Website are provided to Practitioner without any warranties, express or implied;
 - (b) Aussiedivorce does not warrant or make any representations regarding the functions contained in the Website, access to the Website or results of access to the Website or the contents of the Website in terms of accuracy, reliability or performance;
 - (c) Aussiedivorce is not responsible for the opinions, statements or any defamatory or otherwise offensive conduct of persons accessing the Website.
- 3.6 To the extent permitted by law, Aussiedivorce's liability for breach of any express or implied warranty or condition which cannot be excluded shall be limited to the refund by Aussiedivorce to the Practitioner of the Fee paid by the Practitioner to Aussiedivorce for a maximum period of 3 months.
- 3.7 The practitioner indemnifies Aussiedivorce against all costs expenses, losses, damages and liability suffered or incurred by Aussiedivorce arising from The Family Dispute Resolution Practitioner breach of the terms and conditions contained in this agreement. General
- 3.8 Each party must:
- (a) do or cause to be done all acts and things necessary or desirable to give effect to the provisions of this agreement; and

refrain from doing all acts and things that could hinder performance by any party of the provisions of this agreement.
- 3.9 This agreement:
- (a) excludes all conditions, warranties and terms implied by custom general law or statute (except ones that by law may not be excluded);
 - (b) is the entire agreement between the parties;
 - (c) supersedes any prior understanding or agreement between the parties or condition, warranty, indemnity or representation imposed, given or made by a party.
- 3.10 This agreement may only be varied, supplemented or replaced by a document in writing executed by each of the parties.
- 3.11 This agreement shall be governed by and construed in accordance with the laws of the State of New South Wales and the parties hereby submit to the exclusive jurisdiction of New South Wales' courts or any courts which have jurisdiction to hear appeals from any of those courts.
- 3.12 The parties agree:
- (a) to apply a construction of each provision of this agreement that creates a legal and enforceable provision;



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- (b) that any illegal or unenforceable provisions will be severed from this agreement and will not effect the continued operation of the remaining provisions;
- (c) to use their best endeavours to replace any severed provision having a commercial import as close as possible to the severed provision.

3.13 Failure of any party at any time to insist on the performance of any provision of this agreement is not a waiver of that party's rights to insist on the performance of that or any other provision of this agreement.

3.14 A notice or other communication required or permitted to be given by a party to another shall be in writing and:

- (a) delivered personally;
- (b) by pre-paid mail or document exchange; or
- (c) sent by facsimile transmission;



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- 3.15 A notice or other communication shall be deemed to have been given when:
- (a) Via email
- 3.16 Unless otherwise notified, the address of each party for the purpose of giving notice is:
- (a) in the case of an individual, the address set out in this agreement or such other address as is notified in writing to each other party from time to time; or
 - (b) in the case of a corporation, the registered office of the party receiving the notice at the date the notice is given.
- 3.17 Each party shall bear its own costs in relation to the preparation and exclusive of this agreement.
- 3.18 The parties acknowledge that they are independent entities and no relationship of partnership, agency or employment is expressly intended or to be implied into this agreement.

4 Acceptance

Executed as a Deed on the Start Date. Execution by the Practitioner and Aussiedivorce is constituted by the Practitioner acknowledging it has read, accepted and understood the terms and conditions of this Deed and has accepted the same prior to confirming its membership to the Website and in doing so agrees that it has properly executed this Deed.



Membership Agreement

SCHEDULE ONE

Term	This agreement is for an initial term of twelve (12) months commencing on the Start Date and will continue for further terms of twelve (12) months upon the (FDR) Practitioner renewing the agreement by paying the Fee at the commencement of each twelve (12) month period.
Start Date	On the date of acceptance of the Terms and Conditions contained in this Deed as downloaded from the Website and thereafter, upon renewal, at the end of each twelve (12) month period
Fee	The (FDR) Practitioner must pay to Aussiedivorce the sum of \$99 in year 1 and \$220 in respect of each twelve (12) month period during the term of this agreement. The Fee does include GST.
Payment of Fee	The Fee is payable yearly in advance on the first business day in twelve (12) month period starting on the Start Date and the first payment of the fee is due on the Start Date and thereafter on the first day of each subsequent twelve (12) month period during the term of this agreement.
Review of Fee	The Fee may be increased at any time at Aussiedivorce's discretion by prior written notice of not less than 28 days duration served on The (FDR) Practitioner at any time.