



Membership Agreement

Parties:

1. Leapfrog Mountain Ltd incorporated and registered in England and Wales with company number 10211669 whose registered office is 9 Hilgrove Road, Newquay, Cornwall (**LFM**)
2. (**Member**)

1. Interpretation:

The definitions and rules of interpretation in this clause apply in this agreement.

Business: The provision of support, advice, guidance, assistance, coaching, mentoring, training, facilitation and other services by a Member to other businesses, organisations and individuals.

Members Business: The business as carried on by the Member pursuant to this agreement

Name: LFM

Term: The duration of this agreement

Gross Quarterly Receipts:

The gross takings from the Members business in each 3 month period of the term starting on the date hereof, excluding all value added tax but including all receipts by the Member in consideration of the supply of services in the course of the Members business and determined in accordance with clause 3

2. Rights granted:

In consideration of the payments agreed to be made in clause 3, LFM grants:

The member licence during the terms of this agreement to carry on the Member's business and represent him or herself as a 'Member of LFM'

The Member, the right to attend a variety of national and local events as deemed appropriate by both LFM and the Member

The Member, the right to attend a variety of national and local training/CPD updates as deemed appropriate by both LFM and the Member

The Member the opportunity to participate in any of the special offers or benefit schemes that LFM may make available to its members at any time

The Member the opportunity to participate in any of the best practice or profile PR that LFM may make available to its members at any time subject to approval and it meeting the criteria of collaborative benefit

The Member the opportunity to participate in any of the CPD monthly resources that LFM will make available to its members at any time subject to approval and to receive an annual certificate on satisfactory evidence being received of the learning in action

3. Obligations:

Both parties shall at all times during the term in relation to the Members business and LFM

Not do anything that could bring the Business or LFM into disrepute or damage the reputation

Abide by the National Code of Mentoring Conduct set out in schedule 1

Abide by the Values Statement in schedule 2

Not at any time copy, use or disclose to any person any information which may have reasonably be thought confidential to either Party except as permitted by and for the purposes of this agreement

The Member shall identify all LFM clients for whom the Member provides services during the term using reasonable endeavours to agree a LFM client category which is categorised by:

LFM client – Being a client who has been engaged as a direct or indirect result of being involved or contracted at any point to, on or after the date of this agreement by LFM or any other LFM member including (without limitation) as a result of leads or introductions passed on by LFM, any LFM member, any LFM contact, supplier, client or business partner (whether such relationship is formal or informal) by leads generated from the LFM website or as a result of the individuals own networking activity using the LFM membership or at LFM events

Own client – Being a client who would beyond reasonable doubt have been attracted and/or engaged by the Member irrespective of whether he/she was a Member of LFM or not.

4. Fees

Professional Member Joining fees - The Member shall pay a fixed fee of £100 as a joining fee unless they are a LFM trained alumni in which case this will be waived.

Professional Member Monthly fees - During the term the Member shall pay by standing order or PayPal on the 20th of each month a monthly subscription of £15.00 or have the option to pay the year in full by standing order or PayPal and receive 2 extra months membership free of charge.

Affiliate Member Joining fees - The Member shall pay no fee to join Affiliate Membership and a fixed fee of £100 to upgrade and join as a Professional Member unless they are a LFM trained alumni in which case this will be waived.

Affiliate Member Monthly fees - During the term the Member shall pay by standing order or PayPal on the 20th of each month a monthly subscription of £5.00 or have the option to pay the year in full by standing order or PayPal and receive 2 extra months membership free of charge.

LFM specific client fees - The Member shall during the term pay Quarterly in arrears with effect from the date hereof a Quarterly fee (The Management Fees) equal to the sum of 10% of each Gross quarterly receipts from LFM clients as defined in clause 4 shall be determined as follows:

Within 14 days of the end of each 3 month period the Member shall prepare and deliver to LFM a statement of the Gross Quarterly Receipts for the relevant period

Within 14 days of receipt LFM shall issue an invoice on the basis of that statement and confirm in writing its agreed such statement or give notice it does not

If LFM does not agree such statement, the parties shall endeavour to resolve all matters in dispute as soon as practicable. If they fail to do so within 14 days of the notice either party may refer the dispute for resolution to an independent expert (acting as an expert and not as an arbitrator) appointed under clause 6 (An Expert) and

Any payment, additional payment or refund to be made as a result of any decision by the expert shall be invoiced and made within 14 days of receipt by the parties of the decision of the expert

5. Termination:

Either the Member or LFM may terminate this agreement with immediate effect (or following such notice as it sees fit) without prejudice to any of its rights or remedies by giving written notice if:

The other party commits a material breach of any term of this contract

The other party suspends or threatens to suspend payment of its debts or is deemed to be insolvent, bankrupt, unable to pay its debts as they fall due

Any party may terminate this Agreement by 3 months in writing to the other party

Any termination or expiry of this agreement shall not affect rights or liabilities that have accrued prior to such termination

On termination or cancellation, the Member shall cease to hold themselves out as a member of LFM or do anything that may indicate a relationship between them and LFM

6. Other agreements:

This agreement is personal to the Member and is non – assignable. LFM may at any time assign, (absolutely or by way of security and in whole or in part) transfer, mortgage, charge or deal in any other manner with the benefit of any or all of any other party's obligations or any other benefit arising under this agreement.

A person not a party to this agreement shall have no rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999

Nothing in this agreement is intended to, or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have the authority to bind the other in any way

No variation or agreed termination of this agreement or if any document referred to shall be effective unless it is in writing and signed by or on behalf of the parties.

If required for clause 3 the parties shall agree on the appointment of an Expert and in default of agreement in 7 days, either party shall then be entitled to request the President for the time being of the Institute of Chartered Accountants in England & Wales to appoint an independent accountant of repute with the relevant experience as the Expert.

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non contractual disputes or claims) shall be governed by and construed in accordance with the Law of England & Wales

This agreement has been entered into on the date stated at the beginning of it.

By submitting my application form and contact details I agree to the terms & conditions mentioned above.