



TERMS AND CONDITIONS OF MEMBERSHIP WITH BODYFIX NZ LTD LIMITED  
(HEREINAFTER REFERRED TO AS BFL)

## **GENERAL TERMS AND CONDITIONS**

### **DECLARATION**

You have applied for membership at BFL on the basis of the information contained in this application, which you declare to be true and correct. You furthermore agree to be bound by these Terms and Conditions and the BFL Code of Conduct, which you have read and acknowledge as important and enforceable.

### **PAYMENTS OF FEES**

You agree to pay all fees due and payable on signing this agreement and all future fees as provided for below.

### **ENTITLEMENT TO USE FACILITIES**

The Membership Fees paid are for your entitlement to use the facilities and not for actual use. All fees remain due and payable if you are not using the facility and no refunds will be given for non-use.

### **TERMINATION BY BFL**

BFL may terminate your membership at any time if you fail to comply with these Terms and Conditions or the Code of Conduct.

You acknowledge that in the event of termination, BFL will be entitled to claim the full amount payable under this agreement including the Administration Fee and any reasonable costs incurred by BFL in the employment of a professional Debt Recovery Firm.

### **FREEZING YOUR MEMBERSHIP**

You will be entitled to Freeze your membership on certain conditions. The BFL Freezing Policy is available on request.

### **PRIVACY ACT**

You authorise BFL to obtain any information it may require from any party in respect to the recovery of overdue monies under this agreement or to furnish to any third party details of the agreement as may be required to obtain payment of all overdue monies under this agreement.

### **LIMITATION OF LIABILITY**

Except as otherwise provided for in any Act of Parliament or as provided elsewhere in this agreement, you agree that BFL shall not be liable or responsible to you for any direct or indirect injury, consequential loss or damage to you personally or your property what-so-ever or how-so-ever arising.

## **DIRECT DEBIT MEMBERSHIP TERMS AND CONDITIONS – 3 MONTH MINIMUM TERM MEMBERSHIPS**

***Please read the following terms and conditions carefully. They are important to your membership and will be enforced by BFL.***

### **DIRECT DEBIT MEMBERSHIP PAYMENTS (Where applicable)**

You authorise payment of all fees by direct debit from your nominated bank account to BFL. You may change your nominated bank account at BFL at anytime by completing a new Direct Debit Authority.

You agree to pay a \$10 Administration Fee to BFL each and every time fees due and payable are not met on the due date.

### **MINIMUM TERM**

The Minimum Term is defined as the minimum number of weekly payments agreed to by You.

### **CANCELLATION BY YOU**

You will be entitled to cancel your membership after the expiry of your "Minimum Term" without any penalty (the Minimum Term is defined as the minimum number of weekly payments agreed to by you) by providing **14 days written notice** (or in person) to BFL. Phone requests to cancel your membership will not be accepted by BFL.

***Your membership and payments will automatically continue on completion of your Minimum Term unless you specifically cancel your membership as provided for above. You will not receive any advice from BFL that you have completed your Minimum Term.***

Cancellation or failure to meet any payments due to BFL in breach of this agreement will result in BFL taking all normal debt recovery steps to collect the full amount payable under this contract along with all fees and debt collection costs.

### **ADMINISTRATION AND DEBT RECOVERY FEES**

Where Termination is effected by BFL as provided for above, you agree to payment of an additional \$30 Administration Fee. This fee reimburses BFL for the time and cost incurred in recovering any overdue amounts or in enforcing the terms and conditions of this agreement. You also agree to pay any other reasonable fees incurred by BFL in recovering any outstanding monies under this agreement, including all collection agency costs.

### **INCREASE IN FEES**

Your membership fees will increase by 3% each and every year on the anniversary date of your membership. You will not receive any advice of this increase and the increase will be automatically applied by BFL.