



TERMS AND CONDITIONS OF MEMBERSHIP WITH BODYFIX NZ LTD LIMITED
(HERINAFTER REFERED 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.