



# Course Application Form

## Personal Details

Name: \_\_\_\_\_ Company name (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Date of birth: \_\_\_\_\_ Male /Female (please circle one)

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_

Emergency contact: name \_\_\_\_\_ phone \_\_\_\_\_

GP: name \_\_\_\_\_ phone \_\_\_\_\_

## Participant Questionnaire

Instructor Trainer Experience & History:

For Your Safety: Please answer the following questions Please answer **yes/no**

1. Have you ever had any injury, illness, back or joint condition that may be aggravated by vigorous exercise?
2. Are you now, or have you recently been pregnant?
3. Do you suffer from diabetes?
4. Are you taking prescribed medication? If yes, please specify:

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5. Do you smoke more than 2 cigarettes a day?
  6. Have your parents or siblings had any heart problems before the age of 60?
  7. Please indicate whether you have or have had any of the  
Heart condition or Stroke  
Rheumatic fever  
Heart murmur  
Asthma Dizziness or fainting  
Raised cholesterol  
Epilepsy or Stomach ulcer  
Chest pain  
Hernia  
Liver or kidney problems  
High blood pressure  
(more than 140/90)

Notes/Further Information:

## Fees and Payment

I am applying for a Boxerfit:      course x      @ \$250.00 each

please make payment into:

Boxerfit Ltd Account:06-0925-0472624-00

The total amount I am paying for this Boxerfit course/session is: \$ 250.00 .

For details relating to payment of the fee and any overdue payments, please refer to the Boxerfit Service Terms.

## Acknowledgements

Please read and sign the following:

1. I warrant that my answers to the Participant Questionnaire are correct and that I am physically and medically sound to proceed with the Boxerfit course of exercise.
2. I acknowledge that while I am participating in the Boxerfit course both my property and my person will be at my own risk and I will not make any claim against Boxerfit or its officers, employees, agents or licensees in respect of any injury suffered by me or any loss or damage to any of my property, irrespective of how such injury, loss or damage arises.
3. I acknowledge that Boxerfit's copyright, trade marks, website materials and all other materials associated with Boxerfit are Boxerfit's intellectual property and owned by Boxerfit. I will not copy, adapt or modify or attempt to copy, adapt or modify, or otherwise cause to be copied, adapted or modified Boxerfit's intellectual property.
4. I acknowledge that REPs, not Boxerfit, is responsible for awarding REPs points, and I will deal directly with REPs regarding any issues or queries that may arise regarding my eligibility for REPs points.
5. I acknowledge that I have received, read and understood the Boxerfit Service Terms and am bound by these.

Name: \_\_\_\_\_ Signed: \_\_\_\_\_

Boxerfit consultant: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_

# BOXERfit Service Terms

These Service Terms apply to all of the services that we provide to you and, together with the Application Form completed by you, are the entire agreement between you and us. By completing the Application Form you are deemed to agree to these Service Terms without qualification. If you do not agree to be bound by these Service Terms, you must stop using the services.

## 1. SERVICES

1.1 We will provide you with instruction and training on conducting Boxerfit exercise programmes (the "Services"). We will exercise reasonable care, skill and diligence in providing the Services to you. Our duty of care is to you and not to any other person, unless we expressly agree otherwise.

1.2 We may engage subcontractors to perform all or part of the Services or consultants to assist us in performing the Services.

## 2. FEES

2.1 We will charge you for the Services with a one-off fee specified in the Application Form (the "Fee").

2.2 The Fee must be paid by you before we provide you with the Services.

2.3 The Fee is plus GST and any other taxes which are payable by you in New Zealand dollars.

2.4 We reserve the right to refuse to provide you with the Services if the Fee has not been paid.

2.5 In the event these Service Terms are terminated in accordance with clause 7 prior to completion of the Services, you must pay us the Fee as at the termination date on demand.

## 3. OVERDUE PAYMENTS

If any amount is owing to us after the due date for payment, we may charge you interest on that amount which will accrue at 2% above the prevailing bank overdraft rate applying to us (as advised by us and subject to variation from time to time). You will pay all costs (including legal costs) incurred by us in collecting or attempting to collect any amounts outstanding.

## 4. YOUR RESPONSIBILITIES

4.1 You will provide us with such true, accurate and complete information reasonably required for the proper performance of the Services. You will only use the Services for your own personal or business use, and not pass on any of the documents we provide to you as part of the Services to anyone else without our written consent.

4.2 Where these Service Terms are executed by a person on behalf of a company the person executing warrants they have the actual authority to execute these Service Terms on behalf of the company or trust.

## 5. INTELLECTUAL PROPERTY

5.1 All rights to intellectual property (including copyright, trademarks, designs and other rights) used or created by us in providing the Services belong to us or our licensors. Any intellectual property rights arising from the Services belong to us, even if they are commissioned by you.

5.2 You warrant to us that the possession and use of any intellectual property supplied by you to us will not infringe the rights of any third party.

## 6. PRIVACY

If you are an individual, please note that we collect and hold personal information about you and share it with our related companies, agents and advisers. We do so in order to:

- a. provide the Services to you and others, and generally do business with you;
- b. assess your creditworthiness;
- c. send you invoices and recover and report on money you owe; and
- d. keep you informed of services available to you from us and other people.

## 7. TERMINATION

7.1 We reserve the right to refuse to provide, or continue to provide, you with Services if you commit a breach under these Service Terms.

7.2 Termination pursuant to this clause 7 will be without prejudice to any rights and obligations that accrued prior to the effective date of termination. The provisions of these Service Terms that are intended to continue after termination will remain in effect.

## 8. LIABILITY

### 8.1 OUR LIABILITY TO YOU

Subject to the remainder of this section 8, we will be liable to you for failing to exercise reasonable care, skill and diligence in providing the Services to you.

### 8.2 NO INDIRECT OR CONSEQUENTIAL LOSS

Except to the extent that the law prevents us from excluding liability and as expressly provided for in clause 8.3, we shall not be liable for any loss or damage of any kind whatsoever (including consequential loss or lost profit or business) whether suffered or incurred by you or another person and

- whether in contract, or tort (including in negligence), or otherwise and whether such loss or damage arises directly or indirectly from the Services provided by us to you.
- 8.3 **MAXIMUM LIABILITY**  
To the extent that we are liable for any reason for any loss suffered or liability incurred by you arising from any breach of these Service Terms or for any other reason, such liability is limited to the amount of the Fee paid by you.
- 8.4 **MITIGATION AND CONTRIBUTORY LIABILITY**  
You will take reasonable steps to mitigate any claim or loss sustained or incurred as a result of any breach or default by us. Our liability for any failure to perform our obligations under these Service Terms will reduce proportionately to the extent that such failure has been caused by an act or omission of you or your personnel.
9. **FORCE MAJEURE**  
9.1 We will not be responsible or liable for any failure to provide the Services to the extent such failure is caused by a matter beyond our reasonable control.
10. **WARRANTIES**  
If the Services are being provided to you for the purposes of a business, you acknowledge that the Consumer Guarantees Act 1993 does not apply. We expressly exclude to the fullest extent permitted by law all warranties, descriptions, representations or conditions whether implied by law, trade, custom or otherwise.
11. **INDEMNITY**  
You hereby indemnify us for all claims, proceedings, costs, losses and damages which we suffer or incur arising from a breach by you of these Service Terms and/or any act or omission of you or anyone you are responsible for.
12. **ELECTRONIC COMMUNICATION**  
We may communicate with you and others by electronic means. You consent to receiving commercial material from us by electronic means. We cannot guarantee any electronic communications will be secure, private or free from viruses and other disabling programmes.
13. **AMENDMENTS**  
We reserve the right to change these Service Terms at any time by notifying you of the existence of the amended Service Terms, which may be by email. By continuing to receive the Services from us, you agree to be bound by the amended terms and conditions.
14. **INTERIM AGREEMENT**  
Where any instruction to commence the Services is given by you at a time prior to the date on which you sign these Service Terms, you agree that these Service Terms apply from the date of your instruction to commence the Services.
15. **GENERAL**
- 15.1 **CONSTRUCTION**  
In these Service Terms, unless the context otherwise requires:
- a. a person includes an individual, body corporate, association of persons (whether corporate or not), trust and any other entity (in each case, whether or not having separate legal personality);
  - b. any legislation includes a modification and re-enactment of legislation enacted in substitution for, and a regulation, order in council and other instrument from time to time issued or made under, that legislation;
  - c. headings are inserted for convenience only and are to be ignored in construing these Service Terms;
  - d. the words include and including are deemed to be followed by the words "without limitation"; and
  - e. the singular includes the plural and vice versa.
- 15.2 **DEFINITIONS**  
In these Service Terms, the following definitions apply:  
"we", "us" and "our" means Boxerfit Limited; and  
"you", "your" and "yours" means the customer who signs these Service Terms.
- 15.3 **WAIVER**  
If at any time we do not enforce any of these Service Terms or grant you time or other indulgence, we will not be construed as having waived that term or our rights to later enforce that or any other term.
- 15.4 **SEVERABILITY**  
If any portion of these Service Terms is deemed to be invalid, illegal or unenforceable the remaining provisions shall remain in full force and effect.
- 15.5 **GOVERNING LAW**  
These Service Terms are governed by New Zealand law and you agree to submit to the exclusive jurisdiction of the New Zealand courts.

