



Office Use Only:
Acc # _____
Area _____
Date _____

### Practitioner Account Registration Form (Please print clearly)

**NOTE: You must be a qualified health professional with education in nutrition to qualify for a Practitioner Account with us.**  
**Please include a photocopy of your certificate/s along with the application form.**

Full Legal Name of Business \_\_\_\_\_  
 Trading Name (if different) \_\_\_\_\_  
 I hereby certify that I am a Health Professional as defined by the Therapeutic Goods Act.  
 Practitioner Title \_\_\_\_\_ First Name \_\_\_\_\_ Surname \_\_\_\_\_  
 Qualifications/Specialty \_\_\_\_\_  
 Diploma/Degrees Held \_\_\_\_\_  
 Relevant Professional Membership/s \_\_\_\_\_ No. \_\_\_\_\_  
 Administration Contact \_\_\_\_\_  
 Postal Address \_\_\_\_\_ Post Code \_\_\_\_\_  
 Delivery Address \_\_\_\_\_ Post Code \_\_\_\_\_  
 Clinic Phone \_\_\_\_\_ Mobile \_\_\_\_\_  
 Email \_\_\_\_\_ Fax \_\_\_\_\_

**Business Details:**     Sole enterprise     Partnership     Company

For Companies and Partnerships please list full name and address of Proprietors/Directors/Partners:

### Payment Method

<input type="checkbox"/> Direct Deposit	<input type="checkbox"/> Cheque	<input type="checkbox"/> Credit Card (Visa & MC only)
Payment can be made directly into our bank account - National Australia Bank—Sydney:	Send to:	<b>There is a 2% surcharge for all credit card payments.</b>
<i>Functional &amp; Integrative Medicine Ltd, BSB # 082057 Account # 865994569</i>	Functional & Integrative Medicine Ltd, PO Box 19033, Onekawa, Napier, New Zealand 4146	# _____ Exp _____ / _____ Name on Card _____

### Establishing Your Needs:

Areas of Specific interest: \_\_\_\_\_  
 \_\_\_\_\_  
 What Products/Tests are you currently using? \_\_\_\_\_  
 How did you hear about FxMed? \_\_\_\_\_

### Credit References:

**Please supply two trade (Nutritional) references:**  
 1. \_\_\_\_\_ Phone \_\_\_\_\_  
 2. \_\_\_\_\_ Phone \_\_\_\_\_  
 We hereby give FxMed the authorisation to investigate our Credit References.

# Terms and Conditions:

## **1. General**

These conditions apply to every sale made by FxMed to the customer, and any variation should be signed on behalf of FxMed. FxMed reserves the right to change the account terms and conditions.

## **2. Payment**

- a. Payment of all invoices is due on the 20th day of the month following invoice.
- b. FxMed reserves the right to withdraw credit facilities at its sole discretion.
- c. FxMed reserves the right to charge 2% per month interest for late payments.

## **3. Title and Risk**

- a. Title in the goods remains with the vendor, and does not pass to the customer until FxMed has been paid in full, in cleared funds. FxMed reserves the right to withhold products and/or test results until payment has been received.
- b. Risk in the goods passes to the customer on delivery.

## **4. Personal Property Securities ACT 1999 (PPSA)**

- a. The rights of the Seller as set out in clauses 24 to 28 are subject to the relevant provisions of the PPSA.
- b. The interest of FxMed under this agreement is deemed a security interest under the PPSA and FxMed or their agent may without notice enter any premises in which FxMed reasonably believes the Stock is located, and may take any other steps to enforce its security interest if a default event occurs. The Customer shall indemnify FxMed against any claims arising from the reasonable exercise of this right.
- c. Nothing in clause 4(a) above shall limit the liability of the Customer under the terms of this agreement, nor shall it limit the rights of FxMed or the Agent to recoup any moneys owing or costs involved pursuant to, or associated with this agreement.
- d. On the request of FxMed the Customer will promptly execute any documents, provide all necessary information and do any other thing required by FxMed to ensure that the security interest created under this agreement constitutes a perfected security interest in the Stock and its proceeds which will have priority over all other security interests in the Equipment.
- e. The Customer will pay to FxMed all fees and expenses incurred by FxMed in relation to the filling of a financing statement or a financing change statement in connection with the agreement.
- f. The Customer waives the right to receive a copy of any Verification Statement.

## **5. Default and Consequences Default**

- a. The Customer must pay FxMed's costs (including but not limited to legal costs as between solicitor and client) of and incidental to the enforcement or attempted enforcement for FxMed's rights, remedies and powers under this agreement.
- b. If the Customer owes FxMed any money, the Customer shall indemnify FxMed from and against all costs and disbursements incurred by FxMed in recovering the debt including but not limited to legal costs on a solicitor and own client basis and FxMed's collection agency costs.
- c. Any expense, costs or disbursements incurred by FxMed in recovering any outstanding monies including debt collection agency fees or solicitor's costs shall be paid by the Customer.
- d. In the event that the Customer's payment is dishonoured for any reason the Customer shall be liable for any dishonour fees incurred by FxMed.

## **6. Privacy Act 1993**

- a. The Customer and the Guarantor/s (if separate to the Customer) authorises FxMed to: 1. collect, retain and use any information about the Customer and/or Guarantors, for the purpose of assessing the Customer's and/or Guarantors creditworthiness; 2. disclose information about the Customer and/or Guarantors, whether collected by FxMed from the Customer and/or Guarantors directly or obtained by FxMed from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer and/or Guarantors.
- b. Where the Customer and/or Guarantors are an individual the authorities under clause 6a. are authorities or consents for the purposes of the Privacy Act 1993.

## **7. Personal Guarantee**

We hereby provide a personal guarantee for debt owing to FxMed. FxMed may at its sole discretion pursue debts under this personal guarantee independent of or in conjunction with actions against the Customer/Account Holder.

This agreement shall be a continuing guarantee to FxMed for all debts whatsoever or whensoever contracted by the Customer with FxMed in respect of goods to be supplied.

## **8. Practitioner Only Range**

FxMed supplies practitioner-only products that can only be supplied by a practitioner in the context of a consultation (this includes via the Patient Order System). This policy also applies for products sold via the internet (that is products need to be sold in the context of a consultation).

### 9. Supply Policy / Practitioner Disclaimer

FxMed has an obligation to adhere to national regulatory requirements for the distribution of specialised healthcare products. The following conditions must be met in order to obtain and maintain a 'Practising Health Practitioner' account and have access to 'practitioner-only' products and services, as well as any materials pertaining to them (such as technical manuals, product information, access to training seminars etc.).

- Products and testing services must be prescribed to patients by a fully qualified and practicing health practitioner in the context of a private consultation.
- To be recognised as a Qualified Healthcare Practitioner, completion of 'tertiary equivalent' education in an 'ingestible' clinical modality, that includes training in clinical nutrition, from a recognised educational institution must be evidenced.
- Under no circumstances should FxMed's practitioner-only product range be visibly stored or displayed in a retail setting (inclusive of online sales).
- FxMed reserves the right to remove products and refuse future sale when stored or sold inappropriately.
- Qualifications must be approved by FxMed to qualify as a health practitioner.

### 10. Ordering and Dispatch

All products can be purchased in any quantity. Our order department is open to receive orders between 8.00 am and 5.30 pm NZ Time Monday to Friday. Every reasonable attempt will be made to dispatch orders received prior to 3.30 pm NZ Time on the day of receipt of order. Orders received after 3.30 pm NZ Time will be dispatched the following business day. Orders sent via the Courier Service need to be received by 2.15pm NZ Time to meet the final pickup each day.

### 11. Freight

Freight services and prices are as follows:

Order Value	E-Parcel Tracked Service Freight charge	Courier Service Freight charge
Orders up to \$400	\$12.50	\$17.50
Orders between \$401 - \$999	\$19.50 Note: All bulk powder products will be charged at this rate.	\$35.00

### 12. Credits and Returns

No credit will be processed for returned goods unless:

- The goods were supplied in error, incorrectly addressed or were damaged in transit and
- A request for credit is lodged within seven days of receipt of product, providing invoice reference and date of order and
- The goods are returned within 14 days.

### 13. Out of Stock Items

FxMed operates a back order system. Out of stock items will be back-ordered and advice given as to expected delivery date. Any back ordered items will be forwarded freight free as soon as they are available.

**I have read and agreed to the terms and conditions as set out on page's 2 and 3.**

Name \_\_\_\_\_ Position \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Thorne Research Catalogue (Printed)

Thorne Research Catalogue (CD-ROM)

Metabolic Maintenance Catalogue

Pure Encapsulations Catalogue

Xymogen Catalogue

Researched Nutritionals

Nordic Naturals

Enzyme Science

Ayush Herbs Catalogue

Mushroom Wisdom

Collagen MD

Biotivia

Gaia Herbs Catalogue

**Specific Information Request?**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*You will automatically receive your statement electronically. Please advise if you would prefer printed statements.*

**Please complete Registration Form and return to: Functional & Integrative Medicine Limited**

**Fax: 1800 665 070 or Email: support@fxmed.co.nz or**

**Post to: PO Box 19033 Onekawa Napier 4146 New Zealand**

*Thank you for your registration. You will receive a confirmation email from us within the next couple of days.*