



First in Nutritional and Environmental Medicine

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) \_\_\_\_\_

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

Direct Deposit

Cheque

Credit Card (Visa & MC only)

Payment can be made directly into our bank account - National Bank, Napier Branch:

*Functional & Integrative Medicine Ltd,  
Account # 02 0700 0019511 000*

Send to:

Functional & Integrative Medicine Ltd,  
PO Box 19033,  
Onekawa, Napier 4146

**There is a 2% surcharge for all credit card payments.**

# \_\_\_\_\_

Exp \_\_\_\_\_ / \_\_\_\_\_ CSC No. \_\_\_\_\_

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 authorisation to FxMed 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. Ordering and Dispatch**

Our order department is open to receive orders between 8.00 am and 5.30 pm Monday to Friday. Every reasonable attempt will be made to dispatch orders received prior to 3.30 pm on the day of receipt of order. Orders received after 3.30 pm will be dispatched the following business day. Orders received damaged in transit must be left intact as found with packaging and reported immediately to FxMed.

### **10. Freight**

All products can be purchased in any quantity. All orders over \$200 excluding GST will be delivered freight free. Orders under \$200 attract a surcharge of \$6.50 (\$10 for rural delivery) for packing, handling and freight charges.

### **11. 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.
- Any customer labels must be removed before products are returned.
- Products arriving at FxMed which are damaged due to improper packing will not be credited.

### **12. 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** \_\_\_\_\_

**(Must be Director or Authorized Officer)**

*We will automatically send you a price book, please tick boxes to advise which other catalogues you'd like to receive:*

- |   |   |
|---|---|
| <input type="checkbox"/> Functional Testing Information Booklet | <input type="checkbox"/> Research Nutrition (AUS) |
| <input type="checkbox"/> Thorne Research Catalogue (Printed)    | <input type="checkbox"/> Mushroom Wisdom          |
| <input type="checkbox"/> Thorne Research Catalogue (CD-ROM)     | <input type="checkbox"/> Collagen MD              |
| <input type="checkbox"/> Nordic Naturals Catalogue              | <input type="checkbox"/> Biotivia                 |
| <input type="checkbox"/> Metabolic Maintenance Catalogue        | <input type="checkbox"/> Gaia Herbs Catalogue     |
| <input type="checkbox"/> Pure Encapsulations Catalogue          | <input type="checkbox"/> Naturopath's Best        |
| <input type="checkbox"/> Xymogen Catalogue                      | <b>Specific Information Request?</b>              |
| <input type="checkbox"/> Researched Nutritionals (USA)          | _____   |
| <input type="checkbox"/> Enzyme Science                         | _____   |
| <input type="checkbox"/> Ayush Herbs Catalogue                  | _____   |

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

**Fax: 0800 439 630 or Email: support@fxmed.co.nz or**

**Post to: PO Box 19033 Marewa Napier 4143**

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