



The Middle Path Limited.
208/24 Garden Place, Hamilton, 3204.
0800 Mid Path (6437284)
info@middlepath.co.nz
<https://middlepath.co.nz>

Terms and Conditions of Service

This is a contract between you and The Middle Path Limited. Please review it carefully. Please complete, sign, and return a signed copy to your coach at The Middle Path Limited by email or post prior to your first appointment or by bringing the signed copy to your first appointment.

Please also refer to our Privacy Policy for further information about your rights and our responsibilities and obligations regarding your personal information.

Name:	
Date of Birth:	
Address:	
Country:	
Post Code:	
Mobile:	
Email:	

By engaging The Middle Path Limited (**we, us or our**) to provide the Services to you, you agree to the following Terms and Conditions of Service.

Signature:

1. Price

- 1.1 You will pay our Fees for the Services involved in accordance with clause 2.
- 1.2 The Fees are exclusive of GST and all other taxes which are payable by you and all amounts payable under this Terms are payable in New Zealand dollars.

2. Terms of Payment

- 2.1 We may require you to pay a deposit or retainer, being an advanced payment for the Services before we commence providing the Services.
- 2.2 Payment for any Services (and any associated expenses and disbursements) is due on completion of each occasion of provision of those Services (i.e., your appointment) or, at the latest, by the 20th day of the month following the month in which our invoice is dated, or any other date that we agree on in writing (**Due Date**).
- 2.3 If you do not make payment on the Due Date, you will be in default and must pay default interest at the rate of 12% per annum, which will accrue on a daily basis on the total amount outstanding from the Due Date to the date of payment in full.

2.4 Notwithstanding clause 2.3, if payment is outstanding for 7 days from the Due Date, we may suspend performing the Services and/or terminate these Terms.

2.5 Payment by you of any amount payable under these Terms will be without set-off or deduction of any kind.

3. Performance of Services

3.1 We will provide the Services with reasonable skill, care, and diligence in a professional manner.

3.2 You will give reasonable assistance to enable us to perform the Services by:

(a) giving clear instructions; and

(b) promptly providing any information or content required from you for us to provide the Services, including where any of the information you have provided us has changed.

4. Booking, rescheduling and cancellation

4.1 You must give us 24 hours' notice to book, reschedule or cancel the Services. While we will endeavour to provide the Services at the requested times, you acknowledge that the Services are subject to availability.

4.2 We may charge you Fees for any Services which you have booked and which you do not cancel or rebook with at least 24 hours' notice.

5. Limitation of Liability

5.1 Access to and use of the Services is at your own risk. Except as expressly provided in these Terms, we exclude all representations, conditions, and warranties whether express or implied (by statute or otherwise) to the fullest extent permitted by law.

5.2 Subject to the Consumer Guarantees Act 1993 and the Fair-Trading Act 1986, but otherwise to the maximum extent permitted by law, we are not liable to you for any loss or damage (whether it is direct, indirect, consequential, or otherwise) arising out of, or in connection with the use of, the Services.

6. Indemnity

6.1 You agree to release us from any claims that you may have against us, and at all times indemnify us from and against all liability, losses, damages, costs and expenses awarded against, incurred or suffered by us as a result of any proceedings, actions, claims or demands made by any person, which arise out of or in connection with a breach by you of these Terms.

7. Intellectual Property

7.1 During the course of providing the Services we may provide materials to you which contain our Intellectual Property and/or the Intellectual Property of a third party or parties for the purposes of your treatment. You may not disclose, share, copy, reproduce or otherwise use any such Intellectual Property for purpose other than your treatment without our prior written consent.

8. Notices

8.1 Except where a notice is expressly required to be in writing, any notice given pursuant to these Terms may be given by phone, in person, posted, or sent by fax or email.

9. Variation

9.1 We may at any time by notice in writing to you vary any provision of these Terms.

10. Confidentiality

10.1 You will always treat as confidential all non-public information and material received from us and must not publish, release, or disclose the same without our prior written consent. For clarity, confidential information includes any new Intellectual Property and prices.

11. Costs

11.1 You must pay our costs (including legal costs, as between solicitor and client) of and incidental to the enforcement or attempted enforcement of our rights, remedies, and powers under these Terms.

12. Termination

12.1 Either party may terminate these Terms by giving written notice to the other party.

12.2 In the event these Terms are terminated, you must immediately pay us all Fees (and any interest) outstanding as at the termination date, without set-off or deduction of any kind.

13. Jurisdiction

13.1 These Terms are governed by and construed according to the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand in respect of any dispute or proceeding arising out of these Terms.

14. Concerns or complaints

14.1 If you have any questions, concerns or complaints in relation to the Services or these Terms please contact us on our website at <https://middlepath.co.nz/contact-us> or email us at info@middlepath.co.nz.

15. Survival

15.1 This clause 15 and clauses 1, 2, 5, 6, 7, 8, 10, 11, 13 and 16 and any other provision which by its nature is intended to survive the termination or expiration of these Terms will survive the termination or expiration of these Terms or completion of the Services.

16. Definitions

16.1 In these Terms unless the context otherwise requires:

Intellectual Property includes all intellectual property rights (including without limitation, trademark, copyright, patent and design rights, drawings, documents, data, skills, know-how, ideas, procedures, methods, and calculations).

Fees means our then current fees for our Services, as notified to you from time to time.

Services means any services that we provide to you from time to time.

Terms means these Terms and Conditions of Service.

16.2 References to us includes our directors, officers, employees, contractors, and agents.

16.3 Words referring to the singular include the plural and vice versa.

16.4 Any reference to a party includes:

(a) that party's executors, administrators, or permitted assigns; or

(b) if a company, limited partnership, or any other body corporate, its successors or permitted assigns or both.

16.5 Clause headings are for reference only.

16.6 References to clauses are references to clauses of these Terms.

16.7 References to money will be New Zealand currency, unless specified otherwise.

16.8 Expressions referring to **writing** will be construed as including references to words printed, typewritten, or otherwise visibly represented, copied, or reproduced (including by fax or email).

16.9 References to statutory provisions will be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions from time to time.