

Agreement for rental of New Zealand Post Limited list

New Zealand Post



Accepted Estimate Ref:

Company Name:

 ["User"]

Contact Name:

Title: (Mr/Mrs/Miss/Ms)

Designation:

Street Address:

PO Box/Private Bag:

City/Town:

Postcode:

Telephone:

Facsimile:

Email:

I/we certify that I/we have read and understand the Terms and Conditions set out in this Agreement and agree to abide by them. I/we further certify that I/we am/are authorised by the User to sign this Agreement on behalf of the User and thereby bind it to all Terms and Conditions set out herein.

User:

Designation:

Print Name:

Date:

For and On behalf of

New Zealand Post Limited:

 ["New Zealand Post"]

Designation:

Date:

Contact: Business Direct Services
New Zealand Post Limited
PO Box 38996
Wellington Mail Centre
Lower Hutt 5045
Telephone: 0800 804 307
Facsimile: (04) 568 1627

Terms and Conditions

1. The User agrees to use the List (as specified in Schedule 1) provided by New Zealand Post based on the Accepted Estimate referred to on Page One. The List may only be used for the Purpose and during the Term, as specified in Schedule 1. The List may not be revised, copied, computerised or resold in any form unless otherwise agreed by New Zealand Post in writing.
2. The User agrees to pay New Zealand Post for the provision of the List as per our credit Terms and Conditions. Such invoice shall be based on the Accepted Estimate, however prices are subject to change without notice. New Zealand Post reserves the right to charge interest at the rate of 4% of the then overdraft lending rate of New Zealand Post's bankers on late payment of any payment by the User. All amounts payable by the User under this agreement are exclusive of GST and other duties or taxes. Any GST, other duties or taxes payable in respect of such amounts shall be payable in addition to such amounts.
3. The List is supplied on the condition that all returned mail including 'Gone No Address' mail received by the User (if any) is forwarded by the User to the following address within the Returned Mail Period (as specified in Schedule 1):

Business Direct Services
New Zealand Post Limited
PO Box 38996
Wellington Mail Centre
Lower Hutt 5045

- a) Where the List is merged with any other list for any purpose, including but not limited to mailing, names and addresses must be source coded so that returned mail sourced from the List (if any) can be directed back to New Zealand Post. (This condition is to help New Zealand Post Limited keep our Lists up to date in order to provide higher quality Lists to Users).
 - b) New Zealand Post will pay the User the Returned Mail Rebate as specified in Schedule 1.
4. The User will provide the Sample as specified in Schedule 1 to New Zealand Post.
 5. New Zealand Post does not guarantee response rates from any List.
 6. List rental fees do not include any postage costs.
 7. New Zealand Post in no way endorses or guarantees the performance of any product or service promoted by any users of any List and shall not be quoted, directly or by implication, as doing so.
 8. No reference to New Zealand Post, or any company which acts as its agent, or as the source of the lists, shall be made in any promotion of the list, unless prior approval in writing is obtained from the Business Direct Services, New Zealand Post Limited, PO Box 38996, Wellington Mail Centre, Lower Hutt 5045.
 9. The User acknowledges and agrees to comply with the provisions of Schedule 2 (Privacy).
 10. The User will be liable for, and will fully indemnify New Zealand Post in respect of all actions, proceedings, claims, demands, costs or expenses which may be brought against, suffered or incurred by New Zealand Post arising from any breach by the User of the provisions of this agreement.
 11. New Zealand Post's liability to the User under this agreement is limited to the amount paid by the User to New Zealand Post for the List. New Zealand Post will not be liable to the User for any loss of profit, or for any indirect or consequential losses. New Zealand Post will not be liable to the User under or in connection with this agreement in any other way, whether in contract, tort (including negligence) or otherwise.
 12. New Zealand Post makes no representations and gives no warranties that the List will be capable of being processed on the User's computer equipment and software, or that the List will be compatible with or work effectively in combination with any other list.
 13. New Zealand Post does not give any warranty that the List will be free from computer viruses, worms, software bombs, Trojan horses or similar items. New Zealand Post shall not be liable (whether in contract, tort (including negligence), equity or any other basis) for any damage to, or viruses or similar items that may infect, the User's computer equipment or software due to the User's use of the List.
 14. The User must ensure at all times that the List is used only in accordance with the terms of this agreement and for this purpose, without limitation, must at all times keep the List secure and confidential.
 15. New Zealand Post Lists have been seeded to detect unauthorised copying and use. Action will be taken in all cases where misuse of any New Zealand Post Lists is detected.
 16. New Zealand Post remains the owner of the List and all intellectual property rights in it. The User must not copy, modify, dispose of or distribute the list except as permitted by this agreement.
 17. The User agrees to comply with all relevant laws relating to the uses of the List, including (but not limited to) the Unsolicited Electronic Messages Act 2007 and the Privacy Act 1993.
 18. This agreement, any attached Schedules and the Accepted Estimate are the entire agreement between the User and New Zealand Post and replace all proposals, prior agreements and prior terms relating to the subject matter of these terms. Should any doubt arise, this agreement and any attached Schedules take precedence over the Accepted Estimate.
 19. This agreement is governed by and subject to New Zealand law. The agreement will be construed in accordance with New Zealand law. The User and New Zealand Post agree to the non-exclusive jurisdiction of the New Zealand Courts in respect of any dispute or other matter arising in connection with this agreement.