

NoticeMATCH ADLS Partnership Offer

Terms and Conditions

All Deliverables and Services are provided by NoticeMATCH to you on the following terms and conditions (the Terms) (unless we agree in writing to change them), which you will be deemed to have accepted when you accept Deliverables or Services from us notwithstanding anything that may be stated to the contrary in your enquiries or your order.

For the purposes of these Terms:

Deliverables means all items provided to you as a result of the provision of the Services including without limitation, electronic death lists and electronic death notice summaries; and Services means newspaper monitoring and related services.

1. NoticeMATCH will commence Services 24 hours after the date of these Terms, provided briefing instructions are supplied to NoticeMATCH.
2. NoticeMATCH agrees to provide its service under the terms and conditions set forth below. This Agreement will run for 12 months unless advised in writing - whichever comes first. Termination requires three months written notice.
3. NoticeMATCH will update listing supply on request. Written notice of any amendments, as well as written acceptance of the quote, if rates require alteration, is required. These can be sent to your account manager via email, fax or post.
4. NoticeMATCH will use reasonable endeavours to provide the Deliverables to you by our NoticeMATCH desktop application, within one day of receipt of the relevant publication (as applicable), but shall not be responsible for costs you incur arising from late delivery.
5. You acknowledge that Deliverables and Services are supplied conditional upon their use for private reference, internal review, use and analysis only. No dissemination or reproduction of any Deliverables will be undertaken without the formal consent of NoticeMATCH having been obtained by you. NoticeMATCH shall not be responsible for obtaining any such consent from any third party broadcasters.
6. The source of the Deliverables provided to you will be noted on the Deliverables when delivered to you and, without limiting the provisions of clause 5 above, the following provisions shall apply:
 - 6.1 You shall, unless NoticeMATCH's prior authority is obtained: NoticeMATCH always perform virus checks for email attachments, but NoticeMATCH does not guarantee, or accept any liability to you, that any of its email transmissions to you will be free from infection by viruses or any other program that has contaminating or destructive properties.
 - (a) Not reproduce the Deliverables in any material form;
 - (b) Only use the Deliverables for your own private business

(c) Not sell, supply, publish, broadcast or make the Deliverables available to any other person, business, or division unless specified on this Service Proposal

7. NoticeMATCH may terminate or suspend supply of further Deliverables and Services if it believes the Deliverables are being distributed outside of the agreed use.

8. While NoticeMATCH aims to provide you the best quality of service NoticeMATCH does not guarantee that every item available will be selected or sent to you, and no adjustment against the applicable fee will be made for a missed item or those that are incorrectly transcribed.

9. NoticeMATCH may choose to refund for any down time of service. NoticeMATCH will refund you by way of deduction from its invoice.

10. NoticeMATCH's coverage is detailed in its Media List. This list is not exhaustive, and additions and may be added from time to time.

11. NoticeMATCH will charge you for its Deliverables and Services at the rates set out in its Service Proposal to you or if no Service Proposal is provided, pursuant to NoticeMATCH's standard charges applying at the time. GST will be payable by you as an additional amount on all prices and charges. Unless otherwise agreed in writing or fixed contract is in place, NoticeMATCH's charges may be altered at any time provided that NoticeMATCH provides you 30 days notice in writing prior to such revised charges taking effect.

11. NoticeMATCH will invoice you monthly for all applicable Fees, death lists and death notice summaries and other service and product charges, unless agreed otherwise.

12. All warranties and representations in respect of the Deliverables and Services are excluded, (except those expressly set out in these terms) including (to the extent permitted by law) those expressed or implied by law.

13. Without limiting clause above, NoticeMATCH shall not be liable: Notwithstanding any other provision of these terms, in no event shall NoticeMATCH's liability to you, whether in contract, tort or otherwise exceed the price payable by you for the Deliverables and Services.

(a) For loss caused by factors beyond NoticeMATCH's control; or

(b) For any indirect or consequential loss of any kind (including without limitation, loss of profits, loss of revenue or loss of opportunity).

14. In the event that a claim is made against NoticeMATCH as a result of or in connection with your use of the Deliverables or Services provided to you, you shall indemnify NoticeMATCH from and against all loss, cost, liability or damage suffered or incurred by NoticeMATCH as a result of such claim.

15. You must ensure that a properly authorised person completes the Service Proposal and Rates Acceptance for the initial order, and for altering your monitoring brief, delivery instructions or other service requirements, and verify that all details contained within these are correct. You authorise NoticeMATCH to commission any credit checks on you that NoticeMATCH deems appropriate from time to time.

16. Payment of invoices is due within twenty days of the date of invoice without exception. If you fail to pay our invoice by the due date, then, without prejudice to any other remedies available to NoticeMATCH: Any payment you make to us must be made free of all deductions or rights of set-off

and must clearly identify the invoice(s) to which it applies, otherwise the payment will be applied to your account as NoticeMATCH deems appropriate.

(a) NoticeMATCH may cancel or withhold supply of further Deliverables and Services;

(b) Interest on moneys overdue shall be charged on a daily basis and be calculated by adding 3% per annum to the overdraft rate payable by NoticeMATCH to its bankers at the time of and during such default, and interest shall continue to accrue both before and after judgment; and

(c) You shall be responsible for all costs incurred by NoticeMATCH in recovering such monies.

17. If the Consumer Guarantees Act 1993 (the CGA) applies, these Terms shall be read subject to your rights under the CGA, provided that where you are acquiring Deliverables or Services for business purposes, the CGA shall not apply.

18. Delivery of Deliverables and Services may be totally suspended by NoticeMATCH during any period in which NoticeMATCH is prevented or hindered from manufacture, delivery or supply through any circumstances outside its reasonable control and NoticeMATCH shall not incur any liability to you in respect of such suspension.

19. Waiver or variation of these Terms by NoticeMATCH will only be effective if given in writing by an authorized person. If NoticeMATCH waives any of these Terms, the waiver will not affect NoticeMATCH's rights under these Terms at any future time.

20. These Terms will be interpreted in accordance with and governed by the laws of New Zealand and the New Zealand courts will have non-exclusive jurisdiction in respect of all matters between the parties.

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