

VisitorPoint Services Terms and Conditions

Parties:

VisitorPoint Limited hereafter referred to as 'Supplier'; engaged by the recorded 'Client'

Term:

This agreement shall commence on the 1st of the month as noted alongside each service nominated (the 'Effective Date'), and shall continue thereafter until either party provides notice of termination.

Termination may be instructed by the Client providing 2-calendar months written notice to the Supplier. Written acknowledgement of receipt must be obtained. In the event of termination less than 12-calendar months from the Effective Date, at the Suppliers discretion, the cost per month for the service(s) provided up to and inclusive of the termination notice period, may be retrospectively adjusted to the full Rate Card cost.

The Supplier may terminate this agreement by providing the Client 2-calendar months written notice.

Where a Fixed Term Agreement is accepted, the Fixed Term shall commence on the 1st of the month (the 'Effective Date'), and end on the last calendar day of the month (the 'Expiry Date'), as noted alongside each service(s) nominated. Prior to 1-calendar month of the Expiry Date, the Supplier shall provide a written reminder and request that the Client acknowledge in writing that service(s) is to cease being provided, or accept a renewal Agreement. Failure to acknowledge and approve service(s) being ceased, or accept a renewal Agreement, will be deemed a Request for Continuation of Service(s), which will be charged at the rate of last service(s). The Supplier reserves the right after 2-calendar months Continuation of Service(s) to terminate the Agreement without notice.

Service:

The Supplier undertakes to list the Client's business on its consumer website(s) as nominated. Content administration is the Client's responsibility, with credentials and support available by emailing helpdesk@visitorpoint.co.nz

&/or

The Supplier undertakes to warehouse and dispatch the Client's brochure(s) to distributors, trade outlets, end users, or as instructed by the Client.

Brochures will be displayed on the Supplier's website(s) for on-demand order & dispatch to non-serviced outlets or End Users. Stock or goods dispatched are subject to the Terms of Carriage as stipulated by the Freight Company nominated by the Supplier.

The Supplier does not undertake to provide any paid display locations for the product other than those service(s) agreed, without the prior approval of the client to accept such charges, plus 10% handling fee.

&/or

The Supplier undertakes to distribute the Client's brochure(s) to those outlets included in the VisitorPoint Brochure Circuit service(s) as nominated, subject to the Client's brochure not being in competitive conflict with any given outlet. The Supplier undertakes to comply with individual outlet display requirements.

Brochures will be displayed in the VisitorPoint Brochure Circuit service(s) in either the display units installed by the Supplier or in such other display device that in the opinion of the Supplier provides the brochure with ease of viewing and/or selection. Display outlets may change during Agreement period.

VisitorPoint Brochure Circuit Service(s) outlet service cycles are set by the Supplier based on demand. Brochure off-take may vary unexpectedly and therefore constant displays cannot be guaranteed in every outlet.

The Client shall ensure that adequate stock of the Client's current brochure(s) is delivered to the location(s) nominated by the Supplier prior to the Effective Date, and from time to time thereafter to enable efficient distribution. Should inadequate stock be available, the Supplier reserves the right to substitute the brochure in the VisitorPoint Brochure Circuit service(s) &/or publish a status of Out of Stock on the website(s) until stocks are available.

When providing a new version of brochure, the Client is to instruct the Supplier in advance, in writing of any special change-out requests.

Within the VisitorPoint Brochure Circuit service(s), one change-out of brochure stock per annum will be accommodated. Additional change-outs of stock within any given 12-month period, at the Suppliers discretion, may incur an additional 50% of one month's service(s) fee.

The Client warrants that the brochure(s) is not in breach of any statutory of common law provision and that distribution will not result in any claim or action being made or taken against the Supplier. The Client will indemnify the supplier against and in respect of any such claim or action and the costs (on solicitor and client basis) of defending any such claim or action.

Stock or goods are warehoused at the Suppliers nominated location(s), and all due care will be taken; however the Client must arrange their own Insurance to cover all events.

Any stock or goods provided, not to exceed 12kgs per carton. Each carton to be clearly identified with a description of contents, and quantity.

For VisitorPoint Brochure Circuit service(s), brochure paper weight should not be less than 130gsm for 2 or more fold brochures, single panel brochures not less than 210gsm board. Brochure size DLE (H210mm x W100mm).

Charges and Payment:

All charges are subject to GST.

The Supplier reserves the right to increase its service(s) charges, provided that such charges cannot be increased more than once in any 12- month period. The Supplier will give the Client written notice of any such increase 2- calendar months before the proposed date of the increase.

The Supplier reserves the right at its discretion to pass on shipping increases and charges (Freight &/or Fuel Levies) should these occur at any time during the Agreement period, without limit to the regularity. The Supplier will endeavor to provide the Client written notice in advance, with written notice being provided not less than 1- calendar month after of any such increase.

Unless otherwise specified, all charges are stated in New Zealand dollars.

Nominated fixed monthly charge service(s) will be invoiced in advance, with payment due on the 20th within the month of service.

Nominated variable activity charges of Shipping & Handling will be invoiced monthly in arrears, with payment due on the 20th of the month following.

Method of payment is to be recorded on the authorised Agreement. The Suppliers preferred method of payment is Direct Debit, which requires the Client provide a completed direct debit form to enable payment for service(s) provided under this Agreement.

If any payment is not so received, then the Client shall be in default and without prejudice to the Supplier's right to immediately enforce its other remedies by reason of the default, the Supplier may:

(a) Cease to supply services until default is remedied;

(b) Terminate this Agreement without notice (with rate adjustments, if any, being applicable in such event); and/or

(b) Charge and recover interest on all overdue amounts at the rate of 2% per month on such unpaid amount from the due date.

Any expenses, disbursements and legal costs incurred by the Supplier in the enforcement of any rights contained in this Agreement shall be paid by the Client, including any reasonable solicitor's fees or debt collection agency fees.

The maximum liability of the Supplier to the Client for any act or omission on the part of the Supplier shall not exceed the cost of providing the service under this agreement for one month. The Supplier shall not be liable for any consequential loss, loss of profits, special or indirect loss.

The Client authorises the Supplier to collect, retain and use any information about the client and its directors, or for the purpose of assessing the client's credit worthiness, or for enforcing any rights under this Agreement. The Client authorises the Supplier to disclose any information obtained to any person for the above purposes.

The Supplier may subcontract or assign any of its rights or obligations under this Agreement to any respectable, responsible third party who has the financial resources to meet the obligations under this Agreement.

VisitorPoint Limited

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VisitorPoint
Your experience starts here.

