

# JUSTNETWORKS

Sales Person \_\_\_\_\_

Contact Phone \_\_\_\_\_

## ADVERTISING FORM

Just Networks, P O Box 90157, Auckland

### CUSTOMER DETAILS

Please tell us who to contact and the postal address to pass information on to the customer

Customer Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Full Postal Address (PO Box, Suburb, City) \_\_\_\_\_

Street Address (if different) \_\_\_\_\_

Contact Phone No. \_\_\_\_\_

Free Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Website Address \_\_\_\_\_

E-mail Address \_\_\_\_\_

Opening Hours \_\_\_\_\_

### ADVERTISING DETAILS

Summary of Order \_\_\_\_\_

Listed Charges \_\_\_\_\_

One Charges Production Costs (excluding GST) \_\_\_\_\_

Total (excluding GST) \_\_\_\_\_

GST \_\_\_\_\_

TOTAL Amount Due \_\_\_\_\_

You may cancel your Internet Advertising at any time, provided we receive 5 working days notice.

### SIGNING AUTHORITY

The person signing on behalf of the customer completes this section

All Advertising Services are provided under Our Terms of Business, which are set out at the back of this Advertising Order Form.

Name (please Print) \_\_\_\_\_

Position \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature on behalf of Just Networks Ltd Date \_\_\_\_\_

(The person signing on behalf of Just Networks signs)

Our Office Use

Code

Date

Inv

# Terms Of Business

## 1. Our Advertising Services

Our Terms of Business apply when we provide advertising services. In these terms, we have used "we" for Just Networks Limited, "you" for our advertising customer and "advertising services" for everything we do in connection with publishing listings and advertisements in our electronic directories and other services.

## 2. Ordering Advertising Services

We reserve the right not to accept any order. We will send you confirmation of your order in the form of an invoice for payment.

## 3. Quality of Advertisements

If you provide us with material to reproduce in an advertisement, the quality of the reproduction will always be determined by the quality of the material provided by you. We recommend that you provide a professionally created artwork as indicated in our specifications.

## 4. Our General Rights And Responsibilities

We agree to:

- respond promptly to your enquiries;
- provide our advertising services as set out in the Advertising Order;
- do our best to keep you informed about any changes to our advertising services as we introduce or improve them;
- provide clear explanations of our charges and billing procedures;
- continue to promote our services to encourage people to use them.

## 5. Your General Responsibilities

So that we can meet our responsibilities, you in turn agree to:

- provide all material we require from you promptly, and always by the last date we nominate;
- make sure all material you provide to us is complete and accurate and meets any other quality or procedural requirements we notify you about from time to time;
- comply with the Fair Trading Act 1986, the Copyright Act 1994, the Defamation Act 1992, all other applicable laws and any relevant Advertising Codes of Practice;

You must indemnify Just Networks Ltd against any liability any of incurred, resulting from the provision of advertising services for you, or you not meeting your legal responsibilities to any of us or to anyone else.

## 6. Automatic Renewal

All paid listings are subject to an annual renewal fee. Our charge for an advertising service in the second and subsequent years may be different from the previous year's charge.

## 7. Cancelling Your Advertising Order, Or Our Advertising Services

You may cancel an existing electronic directory listing or advertisement by giving us written cancellation notice at any time. We will delete it as soon as is reasonably practicable. Any separate charge for the electronic listing or advertisement will stop from the end of the billing month in which we receive the written cancellation.

## 8. Paying For Our Advertising Services

You must pay our charges for the advertising services we provide for you, regardless of whether your business has been sold or closed before we provide them. Charges for advertising services provided in printed directories may be billed annually or in periodic instalments. If you have booked your advertising through an agent you will be liable to us for those advertising charges if the agent does not pay for any reason (even if you have already paid the agent). If you do not pay our charges by the due date shown on the account:

- we may charge you interest on the unpaid amount from that date until you pay it at the interest rate of 1% per month;
- we may require you to pay any costs that are incurred by anyone (including agents) in recovering the money you owe or in exercising any other rights, including commissions and legal costs on a solicitor and client basis.

## 9. Our Right To Withhold, Suspend, Restrict Or Terminate Services

We reserve the right to withdraw or terminate any advertising service at any time; for example, where we withdraw a directory. We may also withhold, suspend, restrict or terminate any advertising service at any time if you do not meet a responsibility of yours under this agreement or we consider your Advertising Order is unauthorised.

We may edit or refuse to publish material at any time if we consider it to be unauthorised, in breach of our advertising policy, misleading, offensive, defamatory, illegal or detrimental to the standing of our directories in the community. We will try to contact you before doing any of these things.

We do not guarantee any particular placement on any page in any directory, nor do we agree that any service we provide will be continuous or fault-free and we

may suspend or restrict any electronic advertising service at any time if we think it reasonable or necessary. Normal charges continue to apply during any suspension or restriction.

## 10. Your Dealings With Directory Users

We may include our trademarks and copyright notices in all directories in which we publish your listings and advertisements. This does not mean we endorse you or your products or services. We are not your agent and are not involved, on behalf of either you or directory users, in any dealings resulting from use of our printed or electronic directories. You must communicate and deal with users directly to complete transactions or resolve any problems arising from them. You have sole responsibility for any risks associated with your dealings with users.

## 11. Consumer Guarantees Act 1993

You agree that you are acquiring our advertising services for the purposes of a business as defined in the Consumer Guarantees Act 1993 and that the provisions of that Act do not apply to any advertising service we agree to provide for you. (The Consumer Guarantees Act may not be applicable, in any event, to advertising services we provide.)

## 12. Resolving Disputes

If you think that we have not met a responsibility we have to you, you must give us notice in writing. If we find that we have not met any other responsibility we have to you, we will discuss with you the various ways we can help you. Any changes to electronic directory listings will be completed promptly. If, after discussing the issue with you, we consider that we have met our responsibilities, we will explain in writing why we consider this is so. You must still pay any outstanding charges by the due date.

## 13. Information About You And Your Business

You agree that we may collect information about you and your business. The information may be obtained from you and others, or generated from equipment used to provide our services when you and anyone else uses our services. You may decide whether to provide any information we seek from you. However, if you do not provide it, we may not be able to provide advertising services for you.

You may ask to see information we hold about you, so long as we can readily retrieve it, and ask for any details that are wrong to be corrected. We may hold the information and share it with our employees, contractors, agents and customers, with collection agencies and with credit reference agencies, so as to provide services or information to you and others, send you bills, recover money you owe and keep you informed of services available to you.

You are responsible for keeping confidential any password used by or allocated to you. We may assume that any request or instruction we receive is authorised by you if it is accompanied by suitable verification (for example your password).

## 14. Transfer Of Rights And Responsibilities

You may transfer all (but not part of) your rights and responsibilities under this agreement to someone else so long as we have received the transferee's written acceptance of responsibility and given you our written consent.

## 15. New Zealand Law Applies

All our advertising services are provided in New Zealand and under New Zealand law. You may take legal action against us only in a New Zealand court.

## 16. Sending Notices

We may send you notices to either the last postal address, last fax number or last email address you have given us. Please advise us straight away if you change any of your contact details. You may send us notices by post to any Just Networks Limited office, by fax to (09) 303 1970 or by email to [info@justnetworks.co.nz](mailto:info@justnetworks.co.nz)

Both you and we can assume that any notice sent by mail has been delivered 3 days after it is posted. Any notice given by fax or email is delivered when transmission is successfully completed if that is before 5 p.m. on a weekday or, if not, then on the next weekday.

## 17. Changing Our Terms Of Business

We may change these terms, by changing or removing existing terms or adding new ones, at any time. Any change we make applies from the date one month after we publish it on our web site at [www.justnetworks.co.nz](http://www.justnetworks.co.nz) and linked directory websites in relation to any printed or electronic advertising service you ask us to provide after that date, any electronic advertising service we have already agreed to provide by that date and any republication after that date of an existing printed listing or advertisement. The current version of Our Terms of Business is set out on the back of all printed Advertising Order forms. Any other change to Our Terms of Business in a particular agreement is effective only if signed by the General Manager of Just Networks Limited.