

# Neil's Rural Services Limited General Advertising Terms and Conditions

## 1. Introduction

- (1.a) Subject to these advertising terms and conditions, Neil's Rural Services Limited and Dalgety Rural Services (Neil's Rural Services, we, us, our) agree to publish materials on our site for the purpose of advertising the goods and services you provide. These terms and conditions apply to the website, [www.dalgetyrural.nz](http://www.dalgetyrural.nz) (the Site).

## 2. Your Obligations

- (1.a) Under these terms and conditions, you make the following warranties:
- (1.a.i) The advertising material set out in Schedule 1 (**Material**) does not contain any misleading or deceptive information or breach the Fair Trading Act 1986;
  - (1.a.ii) The Material does not make any offensive or defamatory claims;
  - (1.a.iii) Nothing in the Material infringes any copyright or trademark or other intellectual property laws and regulations;
  - (1.a.iv) the Material does not breach any right of privacy under the Privacy Act 2020.
  - (1.a.v) the Material does not breach any legislation, laws, regulations or other rules.
  - (1.a.vi) the Material in no way contravenes the Advertising Code of Practise, or any other rules and regulations governing advertising in New Zealand.
- (1.b) You will not disclose any user information to any third party and you will not use any user information for any purposes without the express consent from the user.
- (1.c) You agree that we may remove any advertisement without liability in the event of any material breach of these terms and conditions. Any such termination will not release you from your obligation to make payment to us.
- (1.d) Without limiting any of our rights or remedies, you indemnify us as a continuing indemnity, against any loss, claim, damage, expense, liability, or proceeding suffered or incurred at any time by us:
- (1.d.i) occurring as a result of; or
  - (1.d.ii) resulting directly or indirectly out of, or in connection with, any breach of any of the obligations, undertakings, or warranties made by you contained or implied in these terms and conditions.

## 3. Deadlines

- (1.a) We must receive all Material and information relating to the Material within the timeframes specified in the Schedule.

## 4. Our Obligations

- (1.a) We will:
- (1.a.i) Publish the Material with reasonable skill, care, and diligence in a professional manner; and
  - (1.a.ii) endeavour to ensure that the publishing is performed in accordance with any time frames agreed in writing with you.

## 5. Payment

- (1.a) You will pay to us:
- (1.a.i) the Fee;

- (1.a.ii) any disbursements incurred by us on your behalf; and
- (1.a.iii) any other reasonable costs.
- (1.b) (together the **Fee**).
- (1.c) The Fee replaces any prior quotation or estimate.
- (1.d) Unless specified otherwise, the Fee and all other amounts payable under this Contract are exclusive of GST and are payable in New Zealand dollars.
- (1.e) Disbursements incurred by us on your behalf may include a reasonable mark-up by us.

## **6. General Publication**

- (1.a) We reserve the right to refuse or withdraw any Material from the Site without giving any reason.
- (1.b) Certain factors may arise which will result in us needing to publish the Material at a different time to which has been agreed. We will endeavour to make this known to you as early as possible.
- (1.c) All Material must be approved by us. To meet our approval, we may require you to amend or edit the Material in any way we see fit. Should you refuse to edit the Material, we reserve the right to refuse publishing the Material on the site.
- (1.d) You do not have the right to transfer the right to advertise on our site to any other individual, company or any other entity.
- (1.e) By agreeing to these terms and conditions, you grant us a non-exclusive, perpetual and royalty free license to reproduce the Material on any platform we provide now or in the future.
- (1.f) We reserve the right to place the Material anywhere on the site, unless specified by signed written agreement.
- (1.g) If Neil's Rural Services or you have made an error or omission in regards to the Material, you are to notify us immediately. We reserve the right to charge reasonable costs for amendment and processing.

## **7. Cancellation**

- (1.a) To cancel an agreement for advertising on our site, you must notify us as soon as possible. We may charge a cancellation fee if we determine it is appropriate.

## SCHEDULE: 1

Terms of Advertisements		
Order Details		
Customer		Supplier
Legal Name:		Neil's Rural Services
Contact Person:		
Email:		
Telephone:		
Details of Material:		
<p>(Material)</p>		
Fees:		
Fixed Fee:	yes/no	\$.....
Basis for Fee (for example \$[x] per advertisement):		
<p>Unless specified otherwise, all prices are inclusive of GST.</p>		
Payment Terms:		
<p>Within 10 working days of being issued our invoice, or otherwise agreed upon timeframe.</p>		
Declaration and agreement:		
<p>In consideration of the Supplier agreeing to undertake the Work, I, the Customer or on behalf of the Customer, confirm:</p> <ol style="list-style-type: none"> <li>1. I have read and am bound by this Contract, being the attached terms and conditions.</li> <li>2. The information supplied by the Customer to the Supplier is true and correct.</li> <li>3. I have authority to enter into this Contract on behalf of the Customer.</li> </ol>		
Placement of Order and acceptance of Contract for and on behalf of Customer:		
Name:	Signed:	
Position:	Date:	
Receipt of Order and acceptance of Contract for and on behalf of Supplier:		
Name:	Signed:	
Position:	Date:	