

Bureau Service Work Request

This form sets out the address cleaning work you would like carried out. If your requirements are more extensive or more specialised, then please call to discuss your needs and we can customise a solution.

Company _____

Your Name _____

Job Title _____

Phone Number (0) _____

e-mail Address _____

Physical Address _____

Postal Address _____

NZ Post Account Number _____

How did you hear about AddressWorks?

Description of your address data file:

Number of field's _____

Number of records _____

File format (circle one) CSV Access Excel Other

Do you require fixed field file structure (Tick box)

For what purpose are these addresses being cleaned?

The output file will be returned in the same file type as it was delivered with new fields appended along with processing notes.

Any changes to a job after work has commenced may incur an additional cost.

Automated Bureau Cleaning Service

Suitable for most marketing types of mailings and allows greater flexibility in file format, modification of data and is a simple and powerful solution for one off, or regular cleaning requirements.

Web Portal Service

Another lower cost option is our standardised self-service web portal service that allows customers with their data file formatted to the required format cleaned to NZ Post SendRight™ standards. Please click the web portal link on our website to register and activate this service.

Estimated cost of Service: _____

(Cost estimates can be found from web site)

Do you have any other comments or specific requests?

I have read, understood and accepted the terms and conditions **overleaf** (Tick box)

Date _____

Signature _____

Your Reference Number _____

Payment – Please note pre payment for any job less than \$2,500 is required.

Please send this form with a CD (or email) your data file(s) to AddressWorks, allowing 2-3 days for processing and delivery.

**All payments can be made via DC to:
Bank A/C 06 0507 0020852 03**

AddressWorks
PO Box 37120 or **481 Parnell Road**
Parnell **Parnell**
Auckland 1151 **Auckland**

ADDRESSWORKS LIMITED STANDARD TERMS AND CONDITIONS

- 1) **Application:** Subject to a separate written agreement entered by the parties to the contrary, these terms and conditions apply to all arrangements for the supply of services and the product of such services ("the Services") made between AddressWorks, Datamine Limited ("AddressWorks", "we", "us", "our") and the Client ("the Client", "you", "your").
 - 2) These terms may be added to or varied by us or by written agreement with us. In particular, the following matters may be addressed separately:
 - (a) Quoted or estimated cost.
 - (b) Details of the Services, including specifications and quantity.
 - (c) Delivery specifications.
 - (d) Period of supply.
 - (e) Payment terms
 - 3) **Services:** Services as outlined in any written proposal or ordinarily carried out by AddressWorks
 - 4) **Acceptance:** Any quote or estimate given to you will, unless accepted, automatically lapse after 30 days. AddressWorks may withdraw the quote or estimate prior to receiving written acceptance from you.
 - 5) **Basis of Quotes and Estimates:**
 - a) If a quote has been or is provided, then that quote will be the agreed price for the Services
 - b) If an estimate is provided, the price charged may vary from the estimate if we consider it is reasonable to do so. You agree to pay the final price for the Services and any disbursements as determined by us.
 - c) Disbursements not specifically included in a quote will be charged in addition to the agreed price.
 - d) If the Services are to be completed without a quote or estimate then you agree to pay the final price as determined by us.
 - e) Quotes and estimates shall be deemed to correctly interpret the original specifications and are based on the cost at the time the quote or estimate is given. If you later require any changes to the Services, and we agree to the changes, these changes will be charged at our prevailing rate.
 - 6) **Payment:**
 - a) Unless otherwise specified, all prices, quotes, or estimates exclude Goods and Services Tax. Where GST is chargeable on an underlying supply or supplies, GST will be in addition to the price, quote or estimate.
 - b) Payment will be required in advance unless otherwise agreed in writing. In the instance where an invoice may be issued post service, it shall be payable on or before the 20th day of the month following the date of invoice for the Services. On-going work may also be invoiced a monthly basis.
 - c) If payment is not received by us by the due date, then, without prejudice to our other legal remedies, we may charge compounding default interest on the overdue monies at a rate of five percent (5%) per annum above the current commercial overdraft rate charged by our trading bank (as certified by that bank). The default interest is and may be charged on a day to day basis from due date until all monies, including default interest, have been paid in full. Interest shall be compounded on a monthly basis. All monies received by us shall first be applied in payment of the default interest (if any).
 - d) All legal costs and expenses reasonably incurred by us in collecting or attempting to collect any overdue amount (together with any interest payable) shall be payable by you. For the avoidance of doubt we may, in our absolute discretion, charge you for the costs of debt collection to recover any sums owing by you to us. You shall indemnify us in respect of any such costs and expenses.
 - 7) **Delivery :**
 - a) Any dates given for delivery are stated in good faith, but are not to be treated as a condition of the sale. If delivery of the Services is delayed for any reason, we will not be responsible or liable in any way to you or any other party for any direct or indirect loss suffered due to that delay.
 - b) Delivery by us to a carrier will be deemed to be delivery to you.
 - 8) **Cancellation:** If after placing an order with us, you cancel any Services prior to delivery, we may invoice you for all direct and indirect costs incurred by us to the date you notify cancellation.
 - 9) **Confidential Information** means proprietary information, know-how and data whether of a business, financial, technical or non-technical nature and whether existing in hard copy form, on computer disk or otherwise, which is disclosed by one party to the other or on either party's behalf relating to the business or affairs of the party disclosing such information, but does not include any information, know-how or data which is:
 - a) publicly available or enters the public domain, without any breach of this agreement;
 - b) not identified as Confidential Information at the time of disclosure;
 - c) developed by employees or agents of Datamine independently of and without reference to any information communicated to Datamine by the other party;
 - d) disclosed pursuant to a court order or otherwise required by law, or was necessary to establish the rights of either party under this agreement.
 - 10) **Use And Disclosure Of Confidential Information**
 - a) All Confidential Information disclosed to either party shall be held in confidence by the recipient party who will not disclose or permit the disclosure of any Confidential Information in any form to any other person.
 - b) Each party agrees that at all times (and notwithstanding termination of this agreement) it will:
 - i) hold in strict confidence and not disclose to any third party Confidential Information of the other;
 - ii) not use the Confidential Information for any purpose other than as authorised by the disclosing party;
 - iii) confine the distribution of the Confidential Information to those of its employees, directors, agents and advisors as necessary;
 - iv) be responsible for the acts or omissions of its employees, directors, agents and advisors in respect of any Confidential Information disclosed to it;
 - v) immediately return any Confidential Information when requested, without retaining any copies.
 - c) Any Confidential Information which has been disclosed by either party prior to the date of this agreement will be subject to the same treatment as Confidential Information disclosed after the date of this agreement.
 - d) The parties agree that the Confidential Information is and shall at all times remain the property of the disclosing party and nothing in this agreement shall be construed as granting any proprietary rights, by licence or otherwise, to any other person.
 - e) The terms of this Confidentiality clause shall survive the termination of this Agreement.
 - 11) **Warranties:**
 - a) All conditions, guarantees and warranties expressed or implied by statute, common law, equity, trade custom usage or otherwise, are expressly excluded to the maximum extent permitted by law. Our liability for breach of condition, guarantee or warranty that cannot be excluded is limited, at our option, to supplying the Services in question again, paying the cost of having the Services supplied again, or rectifying the fault in the Services that caused our liability.
 - b) Where these terms would otherwise be subject to the Consumer Guarantees Act 1993 ("the Act"), you agree that you are acquiring the Services for business purposes and that the Act does not apply to the supply of the work to you.
 - 12) **Liability:**
 - a) Datamine shall not be liable to you for any direct or consequential loss, damage, or expense incurred by you or anyone else as a result of or in connection with the Services unless the loss or damage arises directly as a result of our gross negligence or willful misconduct. In any event, our total aggregate liability to you under or in connection with this Agreement shall not under any circumstance exceed an amount equal to the total sum paid by you to us in relation to this Agreement.
 - b) You indemnify us against any liability for any direct, indirect or consequential injury, loss or damage arising out of any act, default or omission of, or any representation made by you or your servants or agents.
 - c) AddressWorks shall not be liable for the commercial performance of the Services.
 - 13) **Force Majeure:** We shall not be liable for any delay or failure to fulfil our obligations under this Agreement if such delay or failure arises from any circumstance arising that is beyond our control. If such circumstance subsists for thirty (30) days or more, we may terminate this Agreement by providing you with written notice.
 - 14) **Disputes:**
 - a) If any dispute arises between you and us in relation to the provision of the Services, then the parties must first try to settle the dispute by way of good faith negotiations. Any dispute, which cannot be settled by good faith negotiations within 14 days, must be submitted to mediation. The parties must mediate the dispute in accordance with the Mediation Rules of the New Zealand Chapter of Lawyers Engaged in Alternative Dispute Resolution (LEADR), or its successor, and the Executive Chair of LEADR (or his nominee) shall select the mediator and determine the mediator's remuneration.
 - b) If the dispute can not be resolved by mediation in terms of this clause within 30 days, or such extended period as the parties may agree, the dispute must be referred to arbitration by a single arbitrator (nominated by the President of the Wellington District Law Society).
 - c) The arbitration shall be conducted in accordance with the Arbitration Act 1996 and the parties expressly include the provisions of the Second Schedule of the Act and agree that the decision of the arbitrator shall be final and binding except that the parties reserve the right to appeal to the High Court on any question of law arising out of an award.
 - 15) **General:**
 - a) We may vary these terms at any time by notice in writing to you. Any such variation will take effect from acceptance of the first order for work following notice of the variation being given to you.
 - b) You shall not vary the terms of this Agreement, except by agreement in writing with us.
 - c) This Agreement is governed according to the laws of New Zealand, and the courts of New Zealand will have non-exclusive jurisdiction in any proceedings relating to this Agreement.
 - d) If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, this Agreement shall remain in full force apart from such provision, which shall be deemed deleted.
 - e) This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.
- We are permitted to assign our interests and novate our obligations (without recourse by you) under this agreement. You cannot assign any of your rights or obligations under this Agreement without our prior written consent.