

South Canterbury Chamber of Commerce

Terms & Conditions for Website Listing and Associated Services

INTRODUCTION

www.southcanterbury.org.nz is the official promotional website for South Canterbury, developed and managed South Canterbury Chamber of Commerce (SCCC). As part of its business support services, SCCC provides website listing services and other associated website based services on www.southcanterbury.org.nz

These Website Listing Terms and Conditions apply to organisations (Business Partners) using these services. By using our website listing services, you are deemed to have accepted these Terms and Conditions and agree to be bound by them until they are terminated or varied. We may change these Terms and Conditions at any time. We will inform you of any change by providing relevant information on our website and advising you via our Business Partner newsletters. The latest version of these Terms and Conditions is available on www.southcanterbury.org.nz and any changes to these Terms will take effect immediately. You are responsible for ensuring that the contact email address you supply to us remains current, or notifying us of any change to this email address. For general website Terms and Conditions, please refer to the Legal Information link on the homepage of www.southcanterbury.org.nz

1.0 PARTIES DEFINITION

In this agreement, unless the context requires otherwise, the terms “we” and “us” refer to South Canterbury Chamber of Commerce. The terms “you” and “your” refer to Business Partners using our website based services.

2.0 SCCC BUSINESS LISTING MEMBERSHIP.

- a. A directory listing on www.southcanterbury.org.nz is for one calendar year, or part thereof as agreed.
- b. During the membership period as defined in 2a, we agree if applicable, to display your listing on our website www.southcanterbury.org.nz.
- c. Invoices are to be paid in full on the 20th of the following month. You will be invoiced annually.
- d. Platinum Partners will have the option of quarterly payments. Invoices will be sent out when quarterly payments are due.

Should your membership be deactivated due to non-payment, an administration fee of \$50.00 plus GST may apply when membership is reactivated.

- e. All fees associated with the Directory listing are non-refundable.
- f. All prices exclude GST.
- g. At the end of each full year of membership your website listing will automatically roll-over into the next year. 45 days prior to your renewal date an invoice will be emailed to you. Please forward payment to us prior to the renewal date. If there are any queries relating to the renewal of your listing and or brochure display, please contact SCCC prior to the due date for payment. Please allow sufficient time to amend payments or contract details by the renewal deadline. If payment is not received during this time membership benefits with us may be deactivated until payment is made.

- h. By agreeing to these Terms and Conditions you confirm your business is fully compliant with all applicable licenses, permits, approvals, New Zealand laws and regulations in relation to the operation of your business. If you are found to be breaching any New Zealand laws or regulations, deactivation of membership may occur without prior notice. In becoming a business partner of SCCC and accepting these Terms & Conditions, you have given your consent to receive regular electronic communications. To unsubscribe from these emails at any time please email web@southcanterbury.org.nz
- i. We reserve the right to deactivate your membership which will result in the Directory listing ceasing immediately. Deactivation of membership will be in the event of substandard, unlawful or unsafe operation of the product or service (in our sole opinion), in receipt of consumer complaints which are not professionally resolved, or you are breaching any New Zealand Laws or regulations.
- j. You have the right to cancel your Business Partner membership or Directory Listing at any time by notifying us of your cancellation. . Refunds or part period refunds for Business Partner or Directory Listing Fees will not be provided part way through the year.
- k. SCCC will automatically invoice every annual anniversary date. If you do not wish to continue your website listing, please notify us prior to the anniversary date of your invoice.
- l. SCCC retains ownership of the website portal with full production control.
- m. SCCC retains full copyright of all publication, electronic or otherwise.

3.0 DIRECTORY LISTING

a. Process for creating your Directory listing:

1. View the Business Directory listing options at www.southcanterbury.org.nz/ListWithUs and choose the listing type that best suits your needs.
2. Complete the online template and signup process for your Platinum, Gold, Silver or Bronze listing.
3. Once we have received your listing details, SCCC will load your listing. We will contact you if we require more information or if your listing requires further attention.
4. business. If your listing is found to be in breach of any New Zealand laws or regulations, we reserve the right to terminate your membership or deactivate your listing.

b. What you are not permitted to do:

1. Use your Directory listing for illegal purposes.
2. Post to your Directory listing any material which violates any intellectual property rights.
3. Post to your Directory listing or, if applicable, any SCCC site linked to your listing in the Directory, any defamatory, threatening, harassing, abusive, discriminatory, unlawful, obscene, offensive, profane, indecent or otherwise objectionable material of any kind.
4. Post to your Directory listing or otherwise propagate material of any kind which contains computer worms, viruses or other types of malicious or harmful programs.
5. Damage, modify, interfere with, disrupt or destroy the files, data, passwords, devices or resources that belong to us or do anything that compromises the security of the website or the Directory.
6. Use your Directory listing or the website to engage in misleading or deceptive on-line marketing practices.

c. Acknowledgements

You acknowledge that:

1. SCCC do not review, vet or exercise direct supervision or control over the content or any material that you or others post on your behalf to the Directory or any associated link.
2. SCCC are not responsible for the content or conduct of any site linked to or from the Directory.
3. The website and/or the Directory may experience interruptions and access difficulties from time to time. SCCC will not be responsible for such interruptions or access difficulties. These will be rectified as soon as possible and no reimbursement of any kind will be made.

d. Intellectual Property

1. All intellectual property rights in data, information and materials utilised in the Directory or on the website including, without limitation, all software, tools, know-how, methodologies, equipment or processes, shall remain the sole and exclusive property of SCCC.. You acknowledge and agree that you shall not acquire any rights, title or interest in or to any of our intellectual property rights.
2. By placing any information or other material in the Directory, you understand that the material will be visible at all times to anyone viewing the website and that as such, the material may be subject to any other party copying, downloading or otherwise adapting the material for their own use. You understand that you and SCCC do not have any control over public access to the information in this manner. As such you are effectively granting a non-exclusive, perpetual, royalty free, unrestricted, worldwide license to edit, reproduce, adapt, translate, exhibit, publish, make available to the public, redistribute, transmit, broadcast, publicly perform, transfer, sublicense and otherwise use such material. This grant includes the right to exploit all intellectual property rights in any such information or other material including but not limited to rights under copyright, trade mark or patent law in any jurisdiction in the world.

5.0 SERVICE STATEMENT

- a. Any business partners using the services of SCCC do so understanding that we do not guarantee any level of business to business partners in exchange for payment of services.
- b. We reserve the right to vary or modify these Terms and Conditions of membership at any time. SCCC membership, Business Partner Packages and Directory Listings will be subject to the Terms and Conditions in force and published on our website at any one time. These may vary from the Terms and Conditions you originally agreed to adhere to when you commenced your Directory Listing or Business Partner Package.

6.0 CODE OF CONDUCT

- a. We will always undertake to transact our business in a professional manner. Equally we expect our Business Partners to do likewise and to provide high levels of customer service. Should a Business Partner fail to meet this standard we reserve the right to suspend membership and/or suspend a Business Listing. Any complaints regarding your company or products or services resulting from a Directory Listing, Advertising or other information listed on the website will be referred to you and discussed as appropriate.

7.0 TERMINATION OF BUSINESS PARTNER MEMBERSHIP

- a. If any of the above agreed Terms and Conditions are not met by you, we reserve the right to terminate your membership or Business Partner package and/or suspend or terminate your Directory Listing.