

## Propertytoolbox Advertising Application & Declaration

### Advertisers Details

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**Valuer/ Valuation Business Name:**

**Valuer Name:**

**Address:**

**Phone:**

**Mobile:**

**Fax:**

**Email:**

**Website:**

### Fees

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**Advertising Plan:**  
(Platinum/Gold/Basic)

**Monthly Advertising Fee:**

### Service Response Times

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**Agreed Response Time:** Texts from Propertytoolbox Ltd will be responded to within 2 hours

### Valuer Profile

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The attached Valuer Profile is to be used as advertising on the website [www.propertyvaluationnz.co.nz](http://www.propertyvaluationnz.co.nz)

### Declaration

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I, \_\_\_\_\_ (name):

- have read, understand and agree to the [Terms and Conditions of Trade](#);
- have the authorisation of the Advertiser named above to sign this Advertising Declaration on its behalf;
- agree that the information contained in this Declaration is true and correct to the best of my knowledge;
- will respond to all introductions within the Agreed Response Time noted above.
- undertake that I will immediately advise Propertytoolbox should any of the information in this declaration change.

Signed

Date

## Valuer Profile Listing - Region & Area

**Region:**

**Area:**

## Valuer Profile Questionnaire

Question	Answer	Example	Character Limit
Tell me about your property valuation service?		I provide professional, independent valuation advice.	150
How much for a valuation of a typical* residential property?		\$500-\$600 + GST for a residential home of 200m <sup>2</sup>	90
How long does a valuation take?		2-3 working days	60
Can you do an urgent valuation? Does this cost extra?		Yes. An urgent valuation will cost an extra \$100 + GST	60
How long have you been valuing property?		15 Years in Wellington. Before that 3 Years in Auckland.	90
Do you have any specialty suburbs?		Karori, Wadestown and Thorndon	90
How will you send me the valuation?		Original in the mail & a pdf version via email.	60
Can you send a copy of the valuation to my bank?		Yes - A signed original can be sent to your bank	60
Do you do a full inspection of the house?		Yes. The house is measured & a thorough inspection completed. Findings will be in the valuation report.	150
Will you discuss the finished report with me?		Yes - the report can be discussed in detail. Also, a verbal report can be given within 24hrs of inspection.	120
What is your cancellation policy?		Cancellations can be made up to 24hrs before the valuation inspection - after this time charges may apply.	120
What qualifications & professional memberships do you have?		Member of the Property Institute of NZ & NZ Institute of Valuers.	120
Do you have adequate professional indemnity & public liability insurance?		Yes - We have full cover with no exclusions. 90	

Please return completed application form to Propertytoolbox Ltd:

Email: [info@propertytoolbox.co.nz](mailto:info@propertytoolbox.co.nz)

## TERMS AND CONDITIONS OF TRADE - ADVERTISING

### 1. Definitions

In these terms of trade:

"Account" means the Customer's account with the Vendor;

"Advertising" means any advertisements appearing on the Website;

"Agreed Response Time" means the Agreed Response Time recorded in the Declaration.

"Customer" means the person or entity advertising, or providing information on the Vendor's website.

"Declaration" means a declaration completed by the Customer and to be read in conjunction with these Terms and Conditions;

"Lead" means a party referred to the Customer through the Vendor's website;

"Monthly Advertising Fee" means the fee which the Customer agrees pursuant to these Terms to pay the Vendor on a monthly basis for Services.

"Services" means services supplied by the Vendor to the Customer at any time, in particular providing Advertising about the Customer on the Vendor's website(s);

"Terms" means these Terms and Conditions of Trade;

"Vendor" means Propertytoolbox Limited;

"Website" means www.propertyvaluationnz.co.nz, www.propertytoolbox.co.nz or any other Domain owned by the Vendor.

### 2. Acceptance

Each Lead will constitute acceptance by the Customer of these Terms.

### 3. Prices

Prices (the Monthly Advertising Fee recorded in the Declaration) is subject to change without notice.

### 4. Time of Performances

The Customer shall contact each Lead within the Agreed Response Time after receiving a Lead.

### 5. Terms of Payment

The Monthly Advertising Fee (plus GST) recorded in the Declaration will be charged by the Vendor to the Customer monthly in advance. Payment of the Monthly Advertising Fee shall be made within 14 days of receipt of invoice.

### 6. Errors or Omissions

Clerical errors or omissions, whether in computation or otherwise will be subject to correction.

### 7. Warranties

- (a) The Customer will notify the Vendor immediately if anything changes which affects the ability of the Customer to provide a service, or any information on the Customer's Advertising changes.
- (b) The Vendor warrants that it is legally able to provide the services which it advertises.
- (c) The Customer warrants that all information provided in its advertising is accurate.

### 8. Cancellation

The Vendor shall be entitled to remove a Customer from its website for whatever reason and without explanation.

### 9. Events of Default

All payments will become immediately due to the Vendor and the Vendor may at its option suspend or terminate these Terms and/or exercise any of the remedies available to it under these Terms in the event that:

- (a) a receiver is appointed over any of the assets or undertaking of the Customer;
- (b) an application for the appointment of a liquidator is filed against the Customer which remains unsatisfied for a period of 10 days, or any of the conditions necessary to render the Customer liable to have a liquidator exist, or a liquidator is appointed;
- (c) the Customer goes into voluntary liquidation, amalgamates with another company or acquires its own shares in accordance with the Companies Act 1993;
- (d) the Customer suspends payments to its creditors or makes or attempts to make an arrangement or composition or scheme with its creditors; or
- (e) the Customer becomes insolvent within the meaning of the Insolvency Act 2006 or is, becomes, or is presumed to be unable to pay its debts as they fall due as defined in section 287 of the Companies Act 1993 or commits any act of bankruptcy.

### 10. Liability

- (a) The Sale of Goods Act 1908, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon the Vendor which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on the Vendor the Vendor's liability will, where it is allowed, be excluded or if not able

to be excluded only apply to the minimum extent required by the relevant statute.

- (b) Except as otherwise provided above the Vendor will not be liable for any loss or damage of any kind whatsoever, arising from the inaccuracy of any information provided by the Customer to the Vendor and displayed on the Vendor's website in any Advertising. The Customer agrees to check that the information displayed in any Advertising on the Website is correct within one working day of any request by the Customer to host Advertising or vary existing Advertising.
- (c) The Vendor does not guarantee the delivery of text messages and/or emails generated from the Website.
- (d) The Customer will indemnify the Vendor against all claims and loss of any kind whatsoever however caused or arising.

### 11. Assignment

The Customer will not assign all or any of its rights or obligations or any debt (or part thereof) under these Terms without the written consent of the Vendor.

### 12. Disputes

- (a) In the event of any dispute arising between the Vendor and the Customer, such dispute will in the first instance be referred to mediation for resolution.
- (b) In the event that resolution by mediation is not achieved to the satisfaction of both parties within 30 days of referral to mediation, either party may then take legal action to resolve the dispute.
- (c) Nothing in this clause prevents the Vendor from taking legal action to enforce payment of any debt due, nor where required to seek interlocutory or injunctive relief.

### 13. Validity

If any provision of these Terms is invalid, void or illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.

### 14. Changes of General Terms and Conditions

- (a) The existence of an account by the Customer with the Vendor does not automatically entitle the Customer to have Advertising hosted on the Website in the future.
- (b) Failure by the Vendor to enforce any of the terms and conditions contained in these Terms will not be deemed to be a waiver of any of the rights or obligations the Vendor has under these Terms.
- (c) The Vendor may from time to time by written notice to the Customer amend, add to or repeal these Terms or such amendment, addition or substitute trading conditions will be binding on the Customer fourteen days after the date of delivery of the notice.

### 15. Force Majeure

Neither the Vendor nor the Customer will be liable to the other for any breach of these Terms by any extraordinary occurrences which are beyond the reasonable control of the party in question.

### 16. Privacy

The Customer irrevocably agrees that:

- (a) the personal information provided, obtained and retained by the Vendor about the Customer will be held and used for the provision of Services to the Customer;
- (b) the Vendor may provide any personal information to any third party and to obtain any information concerning the Customer from any other source;
- (c) they must notify the Vendor of any changes in circumstances that may affect the accuracy of the information provided by the Customer to the Vendor included in any Advertising. If the Customer is a natural person the Customer has the right of access to and correction of any personal information held by the Vendor.

### 17. Electronic Communications

If the Customer has provided the Vendor with an email address for communication purposes the Vendor will fully comply with all requirements under the Unsolicited Electronic Messages Act 2007.

### 18. Entire Agreement

These Terms constitute the entire agreement and supersede and extinguish all prior agreements and understandings between the Vendor and the Customer.

### 19. Other Agreements

If there is inconsistency between these Terms and any order submitted by the Customer or any other arrangement between the Vendor and the Customer, these Terms prevail unless otherwise agreed in writing by the parties.

### 20. Governing Law

These Terms will be interpreted in accordance with and governed by the laws of New Zealand and the New Zealand Courts will have exclusive jurisdiction over any dispute in relation to the provision of Services.

# Propertyvaluation

Find a property valuer near you



## Valuer Profile Advertising Plans – Property Valuation NZ

An advertisement on Propertyvaluationnz.co.nz is made up of your 'Valuer Profile' and your contact details. Customers can contact you using your contact details (which can include a link to your website) or through the Propertyvaluationnz.co.nz contact form that sends you an instant free text and email.

A Basic listing is the entry level plan – if you choose a basic listing you will be listed after basic listing holders who have registered before you.

Upgrading to a Premium listing (Platinum or Gold) on Propertyvaluationnz.co.nz prioritises your listing – you will be listed before Basic listing holders.

Platinum listings are listed first and are guaranteed a first page position (limited availability)

Gold listings are listed second and are guaranteed at least a second page position (limited availability)

There are no contracts associated with your advertising on Propertyvaluationnz.co.nz – you can cancel at any time. Monthly advertising fees for listings are payable monthly in advance.

## Advertising Plan Details

Advertising Plan	Location of Valuer Profile Advertisement	Availability of Valuer Profile Advertising	Monthly Advertising Fee
Basic Listing	In the first available Valuer Profile position (after Platinum & Gold listings)	You can have one Basic Valuer Profile listing per area in a region.	\$80/Month + GST (per area)
Gold Listing	On the first or second page of Valuer Profiles (Before Basic listings)	There are up to six Gold Valuer Profile positions available per area of each region.	\$110/Month + GST (per area)
Platinum Listing	On first page of Valuer Profiles (Before Basic & Gold listings)	There are up to three Platinum Valuer Profile positions available per area of each region.	\$150/Month + GST (per area)

Propertytoolbox Ltd will invoice advertisers for all applicable advertising fees on a monthly basis in advance. Full terms and conditions for advertising on Propertyvaluationnz.co.nz can be found [here](#).