



## **Terms & Conditions – Ypgbooks.co.nz**

These Terms and Conditions (**Terms**) apply to all users of Yellow Pages Group Limited's (**we, us** or **our**) ypgbooks.co.nz website (**Website**).

In addition, our [Terms of Business](#) (which apply when we provide advertising services), [User Terms and Conditions](#) and [Privacy Policy](#) are hereby incorporated into the Terms by reference.

Please read these terms carefully. By viewing and using the Website including ordering any of our print directories via the Website, you are deemed to have agreed to these Terms. If you do not agree to be bound by these Terms then you must stop accessing and using the Website.

You may contact us via the following methods:

Phone: 0800 803 803 (Monday to Friday, between 7.30am – 5.30pm)

Email: [advertiser@yellow.co.nz](mailto:advertiser@yellow.co.nz)

We will endeavour to respond to emails within a reasonable period of time.

### **1. Website**

We reserve the right to make changes to the Website and any content on the Website at any time and without notice to you. While we endeavour to supply accurate information on the Website, errors and omissions may occur. You are solely responsible for the actions you take in reliance on the content on, or accessed through, the Website.

To the fullest extent permitted by law, we exclude all responsibility and liability in relation to the operation of the Website and any content thereof (including any advice, opinion, information, representation or omission), whether in contract, tort (including negligence) or otherwise for any loss or damage however caused (whether direct, indirect, consequential, special or for loss of profits). Where any such liability cannot be excluded, we limit it to the smallest permissible amount.

### **2. Ordering**

To place an order with us via the Website, you must add a product (namely, one or more of our print directories) to the shopping cart (displayed on the Website as your "Order Summary"), together with your reason for selecting that product, and proceed through the Website's checkout process. This includes giving us certain information (for example, delivery address, contact information or delivery

instructions) and submitting your order. Finally, we will display a confirmation page ("Confirm Your Order") with the details of your order.

When you submit an order, you are making an offer to buy goods (namely, one or more of our print directories). We will send you a confirmation e-mail if we accept your order, which indicates that a contract has been made between us. We will take payment from you when we accept your order.

Due to finite stock levels, not all products will be available for order all of the time. In the unlikely event that any products are no longer available for any order for which payment has already been taken, we will refund the payment (or the relevant portion thereof) to you by the same method.

We reserve the right to review, refuse and/or cancel any orders at any time for any reason, or no reason at all. We will advise you of such refusal or cancellation, but we are not obligated to provide the reason for such refusal or cancellation. Where we refuse and/or cancel any order for which payment has already been taken, we will refund the payment to you by the same method.

You agree that you will not place any order that is: fraudulent or for which your reason for selecting any product is not accurate or true; involves an excessive quantity of goods; intended for the purpose of resale of goods or other commercial purposes.

You may request the cancellation of an order via the "My Orders" section of the Website. You may cancel any order as long as no products within that order have been dispatched. Where you successfully cancel any order, we will refund the payment to you by the same method. Please note, individual products within an order cannot be cancelled; the order as a whole must be cancelled. If you still require certain products within that order, you will need to reorder those products.

### **3. Pricing**

All prices listed on the Website are in New Zealand dollars and are inclusive of GST and any other sales tax (except where expressly stated). All prices are correct when published, but please note that we reserve the right to alter prices at any time for any reason and without notice to you. Please also note that prices may vary by product and based on your reason for selecting that product. To view current pricing [click here](#).

### **4. Delivery**

The Website currently only relates to the delivery of products to New Zealand addresses. All international orders must be handled through our Customer Support Team, who can be contacted via email ([advertiser@yellow.co.nz](mailto:advertiser@yellow.co.nz)).

Our distributors remain in a delivery area for a short period of time after the initial bulk distribution of a directory, to rectify any missed or damaged directory deliveries. We may therefore be able to use our distributors to deliver to your door or letterbox, depending on your location and the timing of your order. Otherwise, directories will be delivered by courier.

We will endeavour to ensure that orders are dispatched within 7 business days of the order being accepted. Orders will normally arrive the day after dispatch, but please allow two days for delivery to rural addresses.

## **5. Accessing the Website**

Other than connecting to the Website by HTTP requests using a web browser, you may not access the Website's servers. You agree not to disrupt, modify or interfere with our websites or services and their associated software, hardware and servers in any way. You also agree not to modify any content or service on our websites. Furthermore, you agree not to use our websites in any inappropriate or unlawful way.

## **6. Intellectual Property**

As between you and us, we own all copyright and other intellectual property in the Website.

## **7. Jurisdiction**

These Terms are governed by and will be construed in accordance with the laws of New Zealand and you submit to the jurisdiction of the courts of New Zealand.

## **8. Changes to this Agreement**

We may change these Terms, by adding, changing or removing content, at any time. Any change applies from the time it is published on the Website. You should check from time to time to see if these Terms have changed. By continuing to access the Website, you agree to be bound by any changes to the Terms.