

SuperGold Card Terms and Conditions for Business Partners



In completing the SuperGold Card Business Partner Application Form the business ("you") agree to the following terms and conditions if the Ministry of Social Development ("us", "we", or "the Ministry") approve the application (this "agreement"):

To discuss any part of these terms and conditions please contact the SuperGold Business Centre on 0508 65 00 00 or by email to businesspartners@supergold.govt.nz

Business Partner Application Process

1. As part of the application process you:
 - consent to us making enquiries into your trading activities, or any other relevant information, as part of the process for making a decision on the application
 - understand we reserve the right, in our entire discretion, to reject any application.

SuperGold Card Business Partner Practices

2. As a SuperGold Card Business Partner you agree:
 - to offer the discount or value-added product or service specified in this application form to SuperGold cardholders for the term specified in this application form
 - to clearly display SuperGold Card logos in all business outlets listed in this application form
 - to ensure that your employees and representatives act respectfully and professionally towards all SuperGold Card users wishing to use the SuperGold Card in your business outlet
 - not to represent us as the provider or supplier of the discount or value-added product or service
 - not to advertise involvement with the SuperGold Card scheme in any way which, in our reasonable opinion, negatively impacts on us or the Government
 - to ensure the public are aware that you are responsible for any fault with the product or service delivered
 - that we may set out information obtained from you in an online and printed directory (such as the company name, physical address, contact numbers and the discount offered to SuperGold Card holders)
 - that we will treat any complaints received about you relating to the SuperGold Card seriously and will discuss these with you as appropriate.
3. The Ministry will provide you with the following support:
 - a listing in the hard copy directory which is to be posted to every cardholder (we will use our reasonable endeavours to ensure the directory is complete and accurate, but shall have no liability for any inaccuracy or omission)
 - a listing in the online website of SuperGold Card Business Partners
 - a supply of window decals with the SuperGold Card logo printed on them
 - free phone support available within business hours
 - our only liability where we fail to provide any of the above support is to re-supply the relevant service (which shall not require us to print a hard copy directory more than once in any year).
4. If you fail to comply with these terms and conditions then:
 - we may advise in writing that you have ceased to be a SuperGold Card Business Partner
 - in the event that you cease to be a business partner, you will immediately remove all SuperGold Card logos from display and cease to promote yourself as a SuperGold Card Business Partner.

General Terms and Conditions

5. You agree:
 - to keep us fully indemnified against any costs (including legal fees) claims, damages and expenses in the event you fail to perform your obligations under this agreement
 - other than as set out in clause 3, we will not be liable (in contract or tort, including negligence, or otherwise) to you for any direct or indirect damage (including punitive damages), loss (including profits, business or economic loss) or cost caused or contributed to by us or any of our employees or representatives in relation to this agreement
 - to comply at all times with applicable laws in relation to advertising and the sale of products and/or services as a SuperGold Card Business Partner.
6. You acknowledge that you and the Ministry are subject to the Privacy Act 1993 and that you will ensure that all information obtained from SuperGold cardholders will be treated as is required by the Act.
7. Both parties acknowledge they are subject to the provisions of the Official Information Act 1982 and as such:
 - any information held by you for the purpose of this agreement is treated as if held by the Ministry
 - you must immediately forward any request made under the Act received by you to the Ministry
 - you must, on request, supply to the Ministry any such information specified by us to enable us to comply with the obligations under the Act.
8. You agree you will not disclose the subject matter of this agreement or any other information received from us under this agreement to any third party other than:
 - as required by law or, if the Provider is a company subject to the New Zealand Stock Exchange Listing Rules, as required by those rules
 - your professional advisers
 - information already in the public domain other than through any breach of this clause
 - as is permitted by this agreement or required to perform any obligation under this agreement.
9. The parties will try to resolve disputes between them amicably and through good faith discussions. If the dispute is not resolved then either you or us may propose mediation. The parties will endeavour to agree on and appoint a mediator.
10. A party will not be liable for a failure to perform under this agreement if it is due to a cause reasonably beyond the control of that party and that party uses reasonable endeavours to perform despite the cause.
11. The only way this agreement can be varied is by agreement in writing by both you and the Ministry.