



Backload4u

Terms and Conditions for Carriers

1.0 Definitions

- 1.1 “Backload4u”, “we” means Backload Moving Company NZ Limited;
- 1.2 “Carrier”, “you” means a carrier of Backload4u;
- 1.3 “Lister” means a lister of Backload4u;
- 1.4 “Services” means houselots, furniture and freight moving services;
- 1.5 “Terms” mean the contract between you and Backload4u, comprising these Terms and Conditions.

2.0 Your Obligations

- 2.1 All listings or communications made through Backload4u shall be made in good faith.
- 2.2 You must not damage, interfere with, or harm the website or any network, or system underlying or connected to them, or attempt to do so.
- 2.3 You must not share user login details with any third party.
- 2.4 You are responsible for any actions taken through your use of the Services.
- 2.5 Carriers must be located in New Zealand and hold a current transport service licence.
- 2.6 You will only provide price quotes that are, to the best of your knowledge, accurate, complete and include all relevant information about the Services.
- 2.7 You will provide an efficient and courteous service to listers.
- 2.8 You warrant that you are a properly qualified and competent carrier, experienced in providing services similar in nature to the Services.
- 2.9 You will not sub-contract any or all of the Services under these Terms.
- 2.10 You will at all times maintain appropriate insurances relating to the provision of Services.

3.0 Acceptance of Terms and Conditions

- 3.1 The Terms are the terms on which Backload4u offers you access to the Services and the Website. By registering as a carrier of Backload4u you accept these Terms.

4.0 Services

- 4.1 Backload4u provides a venue to introduce listers who want to buy Services. Backload4u does not take any part in the sale of Services other than by providing our website as a venue for listers.
- 4.2 If a carrier’s quote is accepted by a lister, a contract of sale will be formed between the lister and the carrier directly. Backload4u does not act as agent for either party and does not participate in any transaction between you and other members.



4.3 Transactions and all other contact between you and listers are conducted entirely at your own risk. You agree that Backload4u takes no responsibility or liability for any misconduct of carriers including, without limitation, carriers that have registered under false pretences or who attempt to defraud listers. Backload4u gives no undertakings, representations, or warranties in relation to the standard of carriers or the quality of any Services provided by any carrier.

5.0 Payment and Premium Accounts

5.1 Carriers can purchase paid subscriptions for premium accounts through the Backload4u website by paying a subscription fee. Carriers with premium accounts are entitled to:

- (a) Email load alerts for listings in regions nominated by the carrier; and
- (b) Advertise empty truck space available on future trips in the “Empty Truck” section of the Backload4u website.

5.2 Premium accounts must be purchased by carriers in their capacity as a commercial entity. Each premium account may only be used by the carrier or persons directly employed by the carrier. Backload4u may, at its discretion, grant the use of additional accounts by one carrier in some cases.

5.3 Payment for premium accounts is made through the Backload4u website via PayPal or bank deposits/internet banking. All prices are quoted in New Zealand Dollars.

5.4 The placement of “empty truck” advertisements by carriers with premium accounts is subject to fair use policy. Backload4u reserves the right to limit the number of empty truck advertisements placed by one carrier at any time, and may remove any empty truck advertisement for any reason and without notice.

6.0 Liability

6.1 You expressly understand and agree that:

- (a) To the maximum extent permitted by law, Backload4u disclaims and excludes all implied conditions or warranties, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, and non-infringement; and
- (b) Backload4u disclaims and excludes liability for any guarantees that a carrier’s Services will be carried out with reasonable care and skill, fitness for a particular purpose, time of completion or price for the provision of Services.

6.2 Backload4u will use reasonable endeavors to provide an up-to-date and current list of loads at all times, but Backload4u does not guarantee that all listed loads will be available to a carrier.

7.0 Termination

7.1 Backload4u reserves the right to terminate any carrier’s registration at any time and for any reason without prejudice to the foregoing. Backload4u may terminate a carrier’s registration where:

- (a) The carrier’s behaviour is deemed to be unacceptable or outside that of industry best practice;



- (b) Backload4u has received substantiated complaints about unacceptable behavior of a carrier; or
- (c) The carrier breaches these Terms.

7.2 In the event that a carrier's registration is terminated for the reason set out in 7.1(b), the carrier will be given notice in writing and an opportunity to respond to the complaints. Backload4u will consider all relevant factors in making a final decision. Upon termination there will be no refund of any subscription paid.

8.0 Privacy

8.1 In accordance with the Privacy Act 1993, the contact details of listers are confidential and will not be revealed to any other persons or used for any other purpose. Names and contact details will be made available only to those carriers registered with Backload4u.

9.0 Confidentiality

9.1 You will keep the arrangements contemplated by these Terms entirely confidential.

10.0 Force Majeure

10.1 Backload4u has no liability for any lack of performance, unavailability or failure of the website, or for any failure of Backload4u to comply with these Terms where the same arises from any cause reasonably beyond the control of Backload4u.

11.0 Indemnity

11.1 You indemnify Backload4u against all claims, and including payment of legal costs, which Backload4u may sustain or incur by reason of any breach by you of any of your obligations under these Terms or any other act or omissions by you.

12.0 Governing Law

12.1 These Terms are governed by the laws of New Zealand. Both of us submit to the non-exclusive jurisdiction of the Courts of New Zealand.

12.2 If any provision of these Terms becomes or is held to be invalid, unenforceable or illegal for any reason, and in any respect, that provision shall be severed from the remaining Terms, which shall continue in full force and effect.

13.0 Entire Agreement

13.1 These Terms supersede all previous conditions, understandings, commitments, agreements and representations whatsoever whether oral or written, and constitutes the entire agreement, between the parties, relating to the subject matter of these Terms.