



Backload Moving

Terms and Conditions for Listers

1.0 Definitions

- 1.1 “Backload Moving”, “we” means Backload Moving Company NZ Limited;
- 1.2 “Carrier” means a carrier of Backload Moving;
- 1.3 “Lister”, “you” means a lister of Backload Moving or any persons who request services from a Carrier;
- 1.4 “Services” means the services offered by the Backload Moving website.
- 1.5 “Terms” mean the contract between you and Backload Moving, comprising these Terms and Conditions.

2.0 Your Obligations

- 2.1 All listings or communications made through Backload Moving 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 are responsible for any actions taken through your use of the Services.
- 2.4 All listings must refer to services within New Zealand.
- 2.5 You will only enter listings that are accurate, current, complete, and include all relevant information about the Services required.
- 2.6 You agree to your contact information being provided to carriers.

3.0 Acceptance of Terms and Conditions

- 3.1 These Terms are the terms on which Backload Moving offers you access to the Services and the website. By clicking on the List My Move button on the Backload Moving Website (www.backloadmoving.co.nz) you accept these Terms as a lister.

4.0 Services

- 4.1 Backload Moving provides a venue to introduce listers who want to buy moving services. Backload Moving does not take any part in the sale of services other than by providing our website as a venue for listers.
- 4.2 If you accept a quote from a carrier, a contract of sale will be formed between you and the carrier directly. Backload Moving 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 carriers are conducted entirely at your own risk. You agree that Backload Moving 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 you. Backload Moving gives no undertakings,



representations, or warranties in relation to the standard of carriers or the quality of any services provided by any carrier.

4.4 Listings are not pre-screened for content. Backload Moving reserves the right to remove any listing that it deems unsuitable or in breach of these terms and conditions.

4.5 Backload Moving recommends that listers arrange appropriate insurances prior to contracting with a carrier to cover any damage or loss associated with the use of the Services.

5.0 Liability

5.1 You expressly understand and agree that:

(a) Your use of the Services is at your sole risk. To the maximum extent permitted by law, Backload Moving 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) Backload Moving 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 a Service.

6.0 Privacy

6.1 In accordance with the Privacy Act 1993, the contact details of listers are confidential and must 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 Backload Moving.

7.0 Force Majeure

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

8.0 Governing Law

8.1 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.

8.2 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.

9.0 Entire Agreement

9.1 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.