



Please print out and complete IN FULL then fax or post to:

BACKLOAD MOVING COMPANY NZ LTD

PO Box 307, Morrinsville 3340.

Phone 0800 321 000 / Fax 09 929 3014



Company and/or Trading Name: _____

Year Established: _____ If less than 2 years, any previous experience? _____

Primary Trader or Director's name: _____ D.O.B. _____

TSL No. (must be displayed on truck): _____ Holder Name: _____

Driver's Licence No. and classes held: _____

Trucks Owned: (no./size etc.): _____ or Leased*: _____

Description of usual operating territory: _____

Contacts: Business Phone _____ Member of NZRTA, CODA or National

Mobile _____ Road Carriers' Association?

After hours _____ (Recommended)

Fax _____ YES / NO

E-mail _____

Postal address _____

Physical address (if different to postal) _____

Trade References: 1) _____ Phone _____

(NOT Power or Telephone Co) 2) _____ Phone _____

*if leased, from who: 3) _____ Phone _____

OR I agree to a Veda Advantage (Baycorp) Credit Check - **THIS WILL FAST TRACK YOUR APPLICATION** (Please tick)

I have read and accepted the Conditions of Trade. (Electronic or fax submission of this application infers acceptance.)

Signed: _____ Date: _____

Terms and Conditions

1.0 Definitions

1.1 "Backload Moving", "we" means Backload Moving Company NZ Limited;

1.2 "Carrier", "you" means a carrier of Backload Moving;

1.3 "Lister" means a lister of Backload Moving;

1.4 "Services" means houselots, furniture and freight moving services;

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 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 Backload Moving offers you access to the Services and the Website. By registering as a carrier of Backload Moving you accept these Terms.

4.0 Services

- 4.1 Backload Moving provides a venue to introduce listers who want to buy 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 a carrier's quote is accepted by a lister, a contract of sale will be formed between the lister 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 listers 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 listers. 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.

5.0 Payment

- (a) Carriers shall pay Backload Moving a commission (inclusive of GST) equal to the posted rate on customer listings which is no more than 15% of the GST inclusive cartage, labour, and any packing fee, but exclusive of any storage or insurance fee, due from customers introduced by Backload Moving Company to carriers, where the carrier enters into a cartage contract as a result of the introduction.
- (b) The commission to Backload Moving is payable seven days after performance of the contract with the customer, irrespective of payment by the customer to the Carrier.
- (c) Should payment not be made by the due date, Backload Moving reserves the right to charge interest on overdue amounts at the rate of interest Backload Moving Company NZ Ltd would normally be charged in respect of monies lent out on overdraft facility to them by its trading bank plus 2% per annum. Any expenses, costs or disbursements incurred by Backload Moving in recovering any outstanding amounts including debt collection, agency fees and legal costs as between solicitor and client shall be paid for by the Carrier.

6.0 Liability

- 6.1 You expressly understand and agree that:
- (a) 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 Services.
- 6.2 Backload Moving will use reasonable endeavours to provide an up-to-date and current list of loads at all times, but Backload Moving does not guarantee that all listed loads will be available to a carrier.

7.0 Termination

- 7.1 Backload Moving reserves the right to terminate any carrier's registration at any time and for any reason without prejudice to the foregoing. Backload Moving 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) Backload Moving has received substantiated complaints about unacceptable behaviour 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. Backload Moving will consider all relevant factors in making a final decision. Upon termination a carrier must make payment for all invoices due.

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 Backload Moving.

9.0 Confidentiality

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

10.0 Force Majeure

10.1 Backload Moving has no liability for any lack of performance, unavailability or failure of 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.

11.0 Indemnity

11.1 You indemnify Backload Moving against all claims, and including payment of legal costs, which Backload Moving 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.