
STANDARD TRADING CONDITIONS AND TERMS OF CARRIAGE Incorporating Credit Application

THE UBUNTU COURIER
Reg. No. 2020/681585/07
hereafter referred to as "the Carrier"

1. Save for the provisions of clauses 4 and 5 all articles are carried at owner's / customer's / sender's / receiver's ("the Client") risk and the Carrier accepts no liability for, and the Client hereby indemnifies and holds the Carrier harmless in respect of any loss or damage or loss of profits, of whatsoever nature or kind arising, directly or indirectly, out of the Carrier's carriage of the article, including arising from any negligence of whatsoever nature, on the part of the Carrier, its holding company, sub-contractors, or any of their employees or agents. .
2. All charges are levied according to mass or volume per consignment (whichever is the greater) and not by value of the article/s carried unless agreed to the contrary, in writing, by the Carrier. To the extent that the Client selects the "limited liability" option on the Waybill or Online Request, then the Client will be liable to pay the Carrier an additional amount equal to 2% of the value of the article (as declared on the face of the Waybill or Online Request) plus VAT or the Carrier's current minimum charge, whichever is the greater.
3. The Client is solely responsible for procuring any insurance cover required over the article/s in respect of the carriage services provided by the Carrier to the Client, in relation to such article/s.
4. **THE EXTENDED LIABILITY OPTION**
 - 4.1 The provisions of this clause 4 are only of application to the extent that:-
 - 4.1.1 the Client has actually selected the "Extended Liability" option on the Waybill or Online Request and correctly disclosed the value of the article; and
 - 4.1.2 the article is not one of the following:-
Cash, money, bank notes, stamps, deeds, travellers cheques, precious stones, precious metals, bullion, livestock, cellular phones, all mobile media electronic communication devices, watches, jewellery, declared or undeclared, all of which are excluded from this option.
 - 4.1.3. the article is adequately packaged by the Client to withstand the normal rigours of transportation. Claims for loss or damage, of whatsoever nature or cause, arising due to inadequate packaging may be repudiated.
 - 4.1.4. the Client has paid the Carrier the fee referred to in clause 2.

THE UBUNTU COURIER

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EXECUTIVES

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OPERATIONS EXECUTIVE

Lovemore Shivambu

- 4.2 Subject to the provisions of clause 4.1 above, if the article is lost or damaged by the Carrier during the course and scope of its carriage thereof, the Carrier will, notwithstanding the provisions of clauses 1 and 5, be liable to the Client provided that:-
- 4.2.1. the Client has proven, to the reasonable satisfaction of the Carrier, that the article has been lost or damaged, and that such loss or damage was caused by the Carriers negligence, or a court of law/statutory body has made such a finding; and
- 4.2.2. the Client has paid the Carrier the additional fee referred to in clause 2 in relation thereto; and
- 4.2.3. the maximum liability of the Carrier to the Client shall be the lesser of the value of the article (as declared by the Client on the Waybill or Online Request or the direct cost of replacing/repairing the lost or damaged article or R50 000.00 (Fifty Thousand Rand); provided that if no such value is provided on the Waybill or Online Request, the value of the article shall be deemed to be an amount equal to R50.00 (Fifty Rand).
- 4.2.4. The effect of this clause is that the Client may have limited or no recourse against the Carrier in the circumstances referred to herein.

5. LIMITED LIABILITY

- 5.1. The provisions of this clause 5, as read with clause 1 shall apply in the event that the Client has not selected the extended liability option in clause 4, as read with clause 2.
- 5.2. Without derogating from the provisions of clause 1, which shall prevail, should it nevertheless be held by a court of law/statutory body, that the Carrier has been negligent in any manner and is liable for any loss and/or damage, of any nature whatsoever, then the **liability of the Carrier** shall be limited to R100.00 (VAT incl.) per kilogram subject to a **maximum of R3 000.00** (VAT incl.) per consignment carried, but in all cases shall not exceed the actual manufactured cost of the article/s in the consignment, or the mutually agreed cost of repairs, whichever is the lesser amount.

6. The Carrier shall have the right to refuse to accept a consignment or consignments, if such consignment/s is/are in the opinion of the Carrier, of a fragile nature, unpacked, insufficiently packed, high risk in nature or do not comply with the quantities as regulated by the Dangerous Goods Digest of SA, or any other regulated goods, declared or undeclared, but should it decide to:-
- 6.1. accept such consignment/s, then the provisions of clauses 1, 4 and 5, as the case may be, will apply.
- 6.2. accept a consignment as described in clause 4.1.2, the provisions of clauses 1 and 5 will apply.
- 6.3. accept the consignment/s and agree to package or re-package the consignment/s, whether for reward or not, the provisions of clauses 1 and 5 will apply.

- 6.4. accept the consignment/s at a time when the customer is not available to agree to package or re-package the consignment/s, whether for reward or not, the provisions of clauses 1 and 5 will apply.
7. Whilst the Carrier undertakes to use all reasonable endeavours to effect delivery of any goods at its receiving terminus, depot or any address, at the time advertised or promised by the Carrier, the Carrier does not guarantee that such goods will in fact be delivered at such promised or advertised times and without prejudice to the limitations of the Carrier's liability, in terms of clauses 1 and 5, the Carrier disclaims any and all liability for any consequence, loss or damage of any nature whatsoever, arising from the late or failed delivery of such article/s, for whatsoever reason, whether or not occasioned by the negligence of the Carrier of whatsoever nature.
8. Where payment for carriage, or any other service rendered by the Carrier is not honoured, through no fault of the Carrier, the drawer/payer agrees to compensate the Carrier, on demand, for all and any additional charges incurred by the Carrier in recovering such payment.
9. Where goods despatched for the account of the receiver, are not accepted on such a basis, the charges will revert to the account of the sender. Similarly, should the receiver decline to accept the Carrier's Standard Trading Conditions and Terms of Carriage, the acceptance thereof will revert to the sender.
10. C.O.D. (for value of consignment) means cash unless written notification to the contrary is received prior to despatch. C.O.D's. must be collected within 7 days of documentation. The Carrier accepts no liability for monies not collected within this time.
11. A Storage Fee may be levied on goods not collected within 48 hours of arrival.
12. An **Excess Handling Surcharge** equivalent to 30% of our standard freight charge will be levied on your Quotation/Waybill in respect of any **unpacked or unstackable** goods, as a consequence of the additional risks and handling associated with such items.
13. Where the invoice value for freight charges for a month is more than R1.00 but less than R200.00 (VAT inclusive) an administration charge of R50.00 (VAT inclusive) per month, will be levied on your account.
14. This document together with the preceding Credit Application contains the entire agreement between the parties. Neither party will have any right or remedy arising from any undertaking, warranty, or representation not included in this document.
15. This contract cannot be varied, added to, or cancelled other than by means of a further written agreement between the parties.
16. No relaxation of the terms of this agreement and no indulgence which one party may grant to the other, will in any way operate as an estoppel against the former party or be deemed to be a waiver of her/his/its rights, or in any other way limit, or prejudice those rights.