

TERMS AND CONDITIONS

1. DEFINITION

"The Transport shall mean all forms of collection, transport or delivery of goods and related activities undertaken by Speed Services Couriers on behalf of the Customer.

"The Customer" shall mean the party described in this Agreement and/or the party reflected on the way bill as the sender of the goods whether on his own behalf or in his capacity as agent for a third party.

"The Waybill" shall mean a printed document completed by the Customer as a written instruction to Speed Services Couriers for the transport of the goods.

"The Tracking Label" shall mean the printed label, attached to the item to be shipped by the customer, which contains written instruction to Speed Services Couriers for the transport of the goods.

"The Goods" shall mean any postal article, parcel or item accepted by Speed Services Couriers for transport.

"The Prepaid Item" shall mean an item on Speed Services Couriers (SSC) prepaid stamp/prepaid bag.

2. TRANSPORT AND HANDLING

Speed Services Couriers conducts the business of speed transport.

2.1 Speed Services Couriers may, at its sole discretion, refuse to accept for transport, storage, loading, off-loading, packing, safekeeping, and delivery or for any other purpose, goods or any class of goods.

2.2 Speed Services Couriers shall, at its sole discretion, select the method of transport and handling of the goods.

2.3 Speed Services Couriers may, at its sole discretion, employ the services of the third party or sub-contractor to transport on such conditions as may be agreed upon between Speed Services Couriers and the third party or sub-contractor.

2.4 If Speed Services Couriers employs the services of a third party or sub-contractor to transport goods:

2.4.1 the terms and conditions of this Agreement shall remain in full force and effect;

2.4.2 the goods are accepted, subject to the conditions stipulated by such third party or sub-contractor. In the event of there being any conflict between any such conditions and the conditions of this agreement, the latter shall prevail.

3. PACKING, VALUABLE, DANGEROUS AND RESTRICTED ITEMS

Customer shall pack all goods/items tendered to Speed Services Couriers for transportation in a proper manner to minimize the risks of being exposed. Should the goods/items be damaged due to improper packing by the customer, Speed Services Couriers will not be held responsible.

4. The Customer shall avoid tendering to Speed Services Couriers exceptionally fragile items such as glass, glassware, mirrors, pottery, crockery, china, cast-cement, plaster or asbestos, or partially finished products or similar goods of a fragile nature or valuable items such as laptops, cell phones, bullion, coins, precious stones, jewellery, antiques, pictures, bank notes, securities, other valuable documents or articles, livestock and plants. If the customer does tender such items, he shall pack and label such goods so as to minimize the risks to which such goods may be exposed.

4.1 The Customer undertakes not to tender for transport without the prior written consent of Speed Services Couriers, any goods likely to cause damage including, but limited to any dangerous, noxious, corrosive, flammable or explosive article or substance, or any article or substance likely to cause injury or infection or to encourage vermin. The Customer further undertakes that insofar as any part of the consignment contains dangerous goods, such part is properly described by name and is in proper condition for carriage by air according to the applicable Dangerous Goods Regulations, and the Air Services Licensing Act (Act 115 of 1990).

4.2 In the event of Speed Services Couriers consenting in writing to transport of any goods of the nature as set out in clause 4.1, the Customer warrants that such goods shall be packed and bear such warning labels as are required by applicable legislation. Such goods shall further be accompanied by the necessary declarations that may be required by law. Such packing, warning labels and declarations shall in no way exempt the Customer from any liability in respect of loss or damage caused to any person or property during the handling and transport of such goods.

4.3 Should circumstances demand, Speed Services Couriers may at its sole discretion destroy or otherwise deal with the goods of the nature as set out in clause 4.1. Speed Services Couriers shall in that event not be liable to the Customer for any loss or damages suffered and shall be entitled to claim from the Customer, the reasonable costs of dealing with such goods.

4.4 The Customer indemnifies Speed Services Couriers and any third party or sub-contractor employed by Speed Services Couriers against any loss, damage or injury to any persons or property however caused, arising from the transport of goods of the nature as set out in clause 4.1, or arising from Customers failure to observe any of the conditions of clause 4.

5. All Pre Paid Items are subject to these terms and conditions.

6. Speed Services Couriers reserves the right to retain goods tendered by the Customer for transport in lieu of monies due to it by the Customer and shall be entitled to sell such goods either by public auction or private treaty and after deduction all expenses, apply the proceeds thereof in payment of or towards the Customer's indebtedness. In the event of Speed Services Couriers retaining goods as aforesaid, it shall give fourteen (14) days written notice by registered mail to the Customer of its intention to sell. The Customer indemnifies Speed Services Couriers against all claims arising from any actions of Speed Services Couriers referred to in this clause.

7. WAYBILL AND DELIVERY INSTRUCTIONS

Speed Services Couriers official waybill and/or tracking label duly completed and tendered with the correctly addresses goods, shall constitute the instruction by the Customer to Speed Services Couriers. Furthermore, Speed Services Couriers may not be held accountable for any service failures resulting from incorrectly addressed items or instruction, in which instance full service charges shall be payable by the Customer.

8. RISK AND LIABILITY

Speed Services Couriers assignment and liability in respect of the goods in its care shall terminate on delivery at the address indicated on the item, according to the service type as confirmed on the waybill/tracking label. In the event of an unqualified acceptance of the goods, upon delivery being signified by signature, no claim for loss and/or damage will thereafter be entertained by Speed Services Couriers.

Where deliveries are specified to Post Office Boxes or Private Bags by the Customer, Speed Services Couriers are specifically excluded from any form of liability in terms of this Agreement.

9. A proof of delivery (POD) may be requested to confirm delivery by Speed Services Couriers only for Counter to Counter and Door to Door deliveries. A POD is not available for PO Box or Private Bag addresses. A POD is only available for a maximum period of three (3) months after delivery.

10. In the event of the Customer declaring the value of the goods, requesting insurance and having paid the premium due, the transport of such goods will be underwritten by means of an insurance policy. The Customer further indemnifies Speed Services Couriers in the event of the insurer repudiating liability.

11. The Customer warrants that the goods to be transported by Speed Services Couriers are property or that he is duly authorised by the rightful owner thereof to tender such goods for transport.

12. The Customer indemnifies Speed Services Couriers against any claim of whatsoever nature for any loss suffered by any third party arising from the Customer's negligent or willful acts, omissions or inaccuracies relating to this agreement.

13. The Customer hereby irrevocably authorizes Speed Services Couriers to, without prior reference to the Customer, contest any claims brought by any third party arising from any act and/or omission of the Customer in relation to this Agreement. The Customer undertakes to assist Speed Services Couriers in contesting any claims brought by the third parties. The Customer will be liable for loss, damage and legal costs should any act or omission on their part give rise to a third party claim.

14. The Customer warrants the accuracy of all descriptions, values and other particulars furnished to Speed Services Couriers for customs, consular or other purposes. The Customer indemnifies Speed Services Couriers against all losses, damages, expenses, fines and penalties arising from any inaccurate description or detail given or omission by the Customer.

15. The failure of any party to this Agreement to insist in any one or more instance upon the strict execution of any of the provisions of this agreement or take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provision or the relinquishment of any such rights and the same shall continue in full force and affect.

16. The parties consent in terms of section 45 of the Magistrates Court Act, no 32 of 1944 to the jurisdiction of the Magistrate's Court having jurisdiction in respect of their person with regard to any legal proceedings; in connection with or arising from the execution of this agreement, irrespective of the amount involved. Either party shall be liable for legal costs including collection commission, which may be incurred from any legal proceedings between the Customer and Speed Services Couriers, on the scale as between party and party.

17. The parties choose as their place of service for the delivery of all court processes and any notice hereunder, the address which appears on the waybill or on the face of this Agreement.

18. Speed Services Couriers shall be entitled to amend its tariffs by giving prior written notice to the Customer. Should the Customer not agree with the proposed tariff they shall be entitled to cancel the Agreement. The Customer shall be liable for all costs incurred by Speed Services Couriers prior to non-acceptance of notice.

19. VOLUMETRIC

All shipments, including Prepaid items, shall be subject to the greater of either volumetric or actual mass. Volume is defined as height x length x width (in cm) of the package divided by 5000 (five thousand) cubic centimeters.