



## TERMS & CONDITIONS

THE COURIER GUY (PTY) LTD. ("TCG") & PICK UP DROP OFF ("PUDO")  
TERMS & CONDITIONS )\_ OF CARRIAGE  
**IMPORTANT**

**These Conditions are applicable to the Customer's access to and use of the Services, contain exclusions and limitations of the liability of TCG and impose legal obligations on the Customer. By using the Services, the Customer indicates its acceptance of and agrees to these Conditions. If the Customer does not agree, please notify TCG in writing and TCG will terminate the Customer's access to the Services. Please read these Conditions very carefully. Take note TCG and / or PUDO's LIABILITY IS EXCLUDED as well as that of its employees or agents for loss, damage and delay in certain circumstances. TCG'S and PUDO'S LIABILITY IS LIMITED to stated amounts where liability is accepted. STRICT TIME LIMITS apply where NOTICE OF CLAIMS is required. It is your duty to obtain insurance cover to protect your interests. All the terms and conditions are important, but please pay special attention to the parts that are inside a box with bold writing. These parts contain information about those terms and conditions that have important consequences for the Customer. The wording in the boxes is only intended to bring the terms and conditions to the Customer's attention, and to explain their nature and effect. They are aids to understanding only and are not terms and conditions themselves. They do not limit the meaning or application of the provisions of these Conditions, and do not apply to situations and examples described in the boxes or to similar situations or examples.**

Take note that latest Terms and Conditions are retro actively in effect.

### 1. INTERPRETATION AND DEFINITIONS

- 1.1. "Conditions" means these Conditions of Carriage as set out in this document and published in printed form and electronically at [www.thecourierguy.co.za](http://www.thecourierguy.co.za), and [www.pudo.co.za](http://www.pudo.co.za), as amended from time to time;
- 1.2. "Courier"/" The Courier Guy" (TCG) and "Pick Up Drop Off" (PUDO) means the person and/or corporate entity specified on the face of the invoice;
- 1.3. "Goods" means the items accepted by TCG and PUDO for carriage on behalf of the Sender under these Conditions;
- 1.4. "Owner's Risk" means the Courier shall not be liable for any loss of or damage to any Goods, howsoever arising, except if the loss or damage is caused by the Courier intentionally;
- 1.5. "Recipient" means the person to whom the Goods are to be delivered under these Conditions;
- 1.6. "Services" means all of the operations and services provided or to be provided by the Courier in connection with the carriage of the Goods including without limitation, the carriage, transport and/or storage of the Goods or any operation/s or service/s incidental to any of them;
- 1.7. "Sender"/" Customer" means the person for whom the carriage of the Goods is performed by the Courier under these Conditions;
- 1.8. "Sub-Contractor" means and includes any person who under a contract or arrangement with any other person (whether the Courier or not) performs or agrees to perform the Services or any part of the services;
- 1.9. "TCG" means The Courier Guy (Pty) Ltd.
- 1.10. "PUDO" means Pick Up Drop Off, a division of The Courier Guy (Pty) Ltd.
- 1.11. Words denoting, the singular include the plural and vice versa; any gender include the other genders, and persons include corporations and bodies politics and includes their legal personal representatives and assigns.

### 2. GENERAL ASPECTS

The Services include the delivery of packages at selected terminals within the National Network of PUDO smart terminals. Prices are subjected to the current PUDO general rate and are VAT inclusive. Terms and conditions of service apply.

### 3. DAYS AND HOURS OF SERVICE DELIVERY PUDO

PUDO smart terminals offer a delivery service twenty-four (24) hours, seven (7) days a week. This schedule may undergo changes depending on the accessibility and/or opening of the premises in which the PUDO terminal is located, leaving the provision of the delivery service subject to it.

**The above clause limits Your rights and remedies against us, and this clause limits and excludes Your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and You accept, various risk, damages, harm and injury which may be suffered by You due to a change in any applicable delivery schedule.**

### 4. TEMPORARY CUSTODY OF PACKAGE(S).

By contracting the Services, the user grants PUDO temporary custody of the package(s) being sent or received through the service selected on the [Pudo.sa](http://Pudo.sa) website / app.

### 5. MONITORING OF THE MERCHANDISE (PACKAGE(S))

The package(s) can be monitored through the "TRACK MY PARCEL" feature that is available on the PUDO website and app.

### 6. CONDITIONS OF CARRIAGE

- 6.1. TCG and PUDO shall not be a public or common carrier in relation to the carriage of goods forming the subject of these conditions and any goods carried are accepted subject to the conditions herein.
- 6.2. These conditions supersede all previous published terms and conditions. In case of conflict between these conditions and the conditions on any TCG and PUDO waybill, manifest, shipping label or other transit documentation, these conditions govern to the extent that they do not conflict with the mandatory rules relating to liability for carriage provided by the laws of South Africa.
- 6.3. **TCG and PUDO may, at any time, modify, amend, change or supplement these conditions by issuing a new version on the TCG website, and these revised Conditions will apply with effect to all Services provided by TCG and/or PUDO following the publication of the revised Conditions.;**
- 6.4. All business undertaken including guidance, information or service provided by TCG and PUDO shall be subject to the conditions set out and each condition shall be deemed to be incorporated in and to be a condition of this Agreement between TCG and /or PUDO and the Sender of the goods.
- 6.5. The Sender confirms that it does not rely upon or claim any other terms, warranties, conditions or representations relating to the use of the services under this Agreement.
- 6.6. The Sender will be bound by the signature of any of its employees, servants and agents on the TCG and / or PUDO Waybill.
- 6.7. Goods are accepted subject to the conditions stipulated by all other carriers, sub-contractors, handlers and any other parties into whose possession or custody they may pass to finalize and deliver goods that come into their possession.
- 6.8. **To the fullest extent permitted under the law, under no circumstances shall any strict liability attach to TCG and / or PUDO.**

**The above clause limits Your rights and remedies against us, and this clause limits and excludes Your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and You accept, various risk, damages, harm and injury which may be suffered by You.**

- 6.9. TCG shall have the right to bill the Customer, after bookings made, for services rendered, irrespective whether TCG could collect or deliver the parcel, unless such non-collection and / or non-delivery is due to any act of TCG or any Force Majeure event.

**The above clause constitutes an assumption of liability and risk by You, as You agree to take full responsibility of any costs billed to the Customer in relation to the collection or delivery of any parcel or goods, irrespective of whether TCG could collect or deliver such parcel.**

7. **SERVICE QUALITY GUARANTEE**

- 7.1 PUDO undertakes to make deliveries at the times established in the definitions of each service contemplated in the Service Guide.  
7.2 The contractual terms for delivery are understood without prejudice to delays caused by "force majeure or fortuitous event", and thus justify the breach of contractual obligations without any liability for the obligor.
- 7.3 **PUDO will not be responsible when the delivery of a package is impossible due to:**
- 7.3.1 **Incomplete or incorrect address.**
  - 7.3.2 **non-collection by the recipient within the expected period.**
  - 7.3.3 **Non-compliance to contracted measures and weight.**
  - 7.3.4 **Delivery of a product included in the forbidden items list, etc.**

The above clause limits Your rights and remedies against us, and this clause limits and excludes Your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and You accept, various risk, damages, harm and injury which may be suffered by You.

8. **OPERATIONAL PROCEDURES**

TCG and / or PUDO reserves the right to transport the goods received from any Customer and/or the Sender by any means at its disposal and may use any carrier to perform its duties. All goods that require forwarding to facilitate delivery may be held at TCG's and / or PUDO's discretion and the Customer and/or the Sender's cost until suitable delivery arrangements can be arranged. TCG and / or PUDO is entitled to use independent parties to perform any of the functions required for completion of its duties. To the fullest extent permitted under the law, TCG and / or PUDO shall have no responsibility or liability to the Customer and/or the Sender for any act, or omission of such third party even though TCG and / or PUDO may be responsible for the payment for such third parties' charges. TCG and / or PUDO however reserves the right to, at its sole election, take action on behalf of the Customer and/or the Sender should the independent carrier fail to carry out its duties suitably. The costs associated with taking such action would be for the account of the Customer and/or the Sender and are payable on demand.

The above clause constitutes an assumption of liability and risk by You, as You agree to take full responsibility of the costs associated with the forwarding of goods to facilitate delivery.

The above clause also limits Your rights and remedies against us, and this clause limits and excludes Your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and You accept, various risk, damages, harm and injury which may be suffered by You.

9. **TIMEOUS INSTRUCTIONS**

The customer shall be obliged to give any instructions to TCG and / or PUDO timeously and in writing in order to afford TCG and / or PUDO a reasonable opportunity to comply with such instructions, but TCG and / or PUDO shall be entitled, but not obliged, to act on oral instructions alone. If there is a conflict between any oral or written instructions or between the various written instructions themselves, or in the absence of instructions, TCG and / or PUDO shall determine the course to be adopted, in its sole discretion, having regard to the Customers known requirements, if any, and if not, it is recorded that Overnight Service shall be the default service selected. Notwithstanding that TCG and / or PUDO may purport or attempt to act on any instructions, no liability shall attach to TCG and / or PUDO for failure, whether negligent or otherwise, to perform such instructions. **TCG and / or PUDO shall be entitled to recover its charges and/or expenses including those incurred acting in terms hereof.**

The above clause limits Your rights and remedies against us, and this clause limits and excludes Your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and You accept, various risk, damages, harm, and injury which may be suffered by You.

10. **TARIFFS AND QUOTATIONS**

- 10.1 All quotations, rates, tariffs and surcharges are subject to withdrawal or revision by TCG and / or PUDO at any time. **TCG and / or PUDO shall be at liberty to revise all quotations, rates, tariffs or surcharges where TCG's and / or PUDO's costs are affected by any of its suppliers and may do so without notice to the Customer. In the event of a revision to any quotations, rates or tariffs and surcharges, the Customer shall be entitled to terminate the Service on prior 5 days written notice in the event that it does not agree to such revisions to any quotations, rates or tariffs and surcharges. Charges are calculated on the basis of either actual or volumetric mass, and for purposes of rating, the greater of the two calculations is deemed to be the chargeable mass for the purposes of measuring the volume, mass and/or dimensions of any package.** The measurements as calculated by the dimension's machinery and/or company representative will be regarded as conclusive proof of the volume, mass and/or dimensions of the package so measured. Only written quotations provided by TCG and / or PUDO will be valid.
- 10.2 Prices are based on current costs and therefore subject to change without notice. However, the customer may terminate the Service on five days prior written notice in the event that it does not agree to the revised price.

11. **SENDING / COLLECTION OF GOODS**

- 11.1 **Sending**
- 11.1.1 The Sender and Recipient has to download the Application;
  - 11.1.2 Sender and / Recipient books the consignment at a PUDO Locker;
  - 11.1.3 Booking number and delivery address to be written on the consignment;
  - 11.1.4 Ensure that the packaging of the consignment is sufficient;
  - 11.1.5 Enter the PIN code provided after the booking is made, and place the consignment in the Locker;
  - 11.1.6 PUDO will collect the consignment and deliver same to the requested destination.
- 11.2 **Collection**
- 11.2.1 The Recipient will receive a text / email when the parcel is ready to be collected;
  - 11.2.2 The user who requests a collection service will be assigned a Code. This Code must be entered into the PUDO SA smart terminal for the removal of packages, within the contracted period.
  - 11.2.3 The Recipient will then remove the parcel from the Locker;
  - 11.2.4 The responsibility to collect the package, rests, at all times with the recipient, and the **recipient has 48 Hours, following a notification**, with a PIN code, to do so, to collect the parcel at the destination locker, failure will result in the package being returned to the nearest TCG Depot, and full redelivery fees will be applicable;
- 11.3 **If any goods have not been accepted or collected by the Recipient and/or its nominee within 48 hours after the tender / email / notification thereof, and for the purposes thereof notification to the Recipient and/or its nominee of the fact that the goods are available for collection or that TCG and / or PUDO is willing to deliver the goods which shall be deemed to be a good and sufficient tender. TCG and / or PUDO shall notify the Customer at its legal address (*domicilium citandi et executandi*) and, after the expiration of ten (10) days from the posting to that address of such written notice and unless the Customer shall give TCG and / or PUDO instructions to redeliver the goods, at the Customer's expense, TCG and / or PUDO shall be entitled and authorised irrevocably and in *re suam*, to open, sell or dispose of the goods and retain from the proceeds the charges, expenses and costs incurred in the carriage thereof.**

The above clause limits Your rights and remedies against us, and this clause limits and excludes Your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and You accept, various risk, damages, harm, and injury which may be suffered by You.

12. **TCG'S LIEN AND OTHER RIGHTS IN TERMS OF GOODS IN TCG'S POSSESSION**

12.1. TCG and / or PUDO and / or its nominee / s reserve the right to open and examine any goods tendered to fulfil security obligations at any time;

12.2. **TCG and / or PUDO shall have a lien and shall be entitled to hold any goods, documents and/or any refunds, claims or recoveries in its possession or under its control as security for any monies owing to TCG and / or PUDO by the Customer, whether past or present, for the carriage of any Goods subject to these terms and conditions of carriage;**

The above clause limits Your rights and remedies against us, and this clause limits and excludes Your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and You accept, various risk, damages, harm, and injury which may be suffered by You.

12.3. Although TCG and / or PUDO may initially have granted trading limit to the Customer, TCG and / or PUDO may at any time, at its sole discretion, retain possession of any goods pending the discharge of the Customer's indebtedness to TCG and / or PUDO;

12.4. **In the event that TCG and / or PUDO exercises its lien and retains possession of any goods as reflected herein above, then TCG and / or PUDO shall be entitled to store the goods at such place as it deems fit, at the Customer's expense;**

The above clause constitutes an assumption of liability and risk by You, as You agree to take full responsibility of the costs associated storing the goods.

12.5. **If any monies owing to TCG and / or PUDO are not paid by the Customer within 30 (thirty) days after they are due, TCG and / or PUDO shall be entitled, without further notice to the Customer:**

12.5.1 to open and examine the goods;

12.5.2 to sell the whole or any part of the goods in such manner and on such conditions as it deems fit;

12.5.3 to apply the proceeds of any sale, after deducting all expenses thereof, in payment or reduction of any amount due by the Customer to TCG and / or PUDO (including storage costs envisaged in clause 12.3 here above, provided that any surplus shall be paid over to the Customer without interest immediately after the sale, if the Customer's address is known, and if not, upon demand made by the Customer within 90 (ninety) days of the sale.

12.6. **To the fullest extent permitted under the law, TCG and / or PUDO shall not be liable for any loss, damage or deterioration of any such goods attributable to the implementation of this clause;**

The above clauses limit Your rights and remedies against us, and these clauses limit and exclude Your rights to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and You accept, various risk, damages, harm, and injury which may be suffered by You.

12.7. TCG and / or PUDO's rights under this clause are not exhaustive and are in addition to any other rights which it may have against the Customer;

12.8. If it is necessary for an examination to be conducted by TCG and / or PUDO in respect of any discrepancy in the goods which are landed from any vessel, aircraft, vehicle or container, the responsibility to comply with any regulations, laws and/or obligations pertaining to the goods remains that of the Customer and/or the Sender, notwithstanding the contractual relationship between TCG, PUDO and Customer and/or the Sender.

13. **PACKAGING AND DELIVERY PARAMETERS**

13.1. TCG and / or PUDO does not accept or courier packages which exceed the size limitation being in accordance with the box sizes and the weight limitation being, 20kgs;

13.2. **To the fullest extent permitted under the law, TCG and / or PUDO shall not be liable for any loss, damage or deterioration of any goods and as such we emphasize that it is the sole responsibility of the Customer / Sender to:**

13.2.1 package goods for transportation and ensure that all goods are adequately packaged to withstand the ordinary incidents of transit risk and normal rigours of road transportation. TCG and / or PUDO may supply a container to the Sender wherein which to place the goods;

13.2.2 adequately and clearly address each consignment to enable effective delivery thereof.

13.2.3 PUDO allows **ONLY** one (1) package per locker;

13.2.4 Should the booking be made, and the parcel the customer wishes to send is not placed within the PUDO Locker within 36 Hours of making the booking, the online booking will expire and no refund will be made to the customer; Should the booking be made, and the parcel the customer wishes to send is placed within the PUDO Locker within 36 Hours of making the booking, the parcel is collected and delivered to the secondary PUDO Locker, the Sender / Receiver will have 48 hours to collect the parcel after which such collection will expire and no refund will be made to the customer. (The above process will have to be attended to again);

13.2.6 When at the locker, the Customer will be requested to insert a code to unlock the requested / booked locker. The Customer will be requested to place the parcel in the PUDO Locker within a certain time, being 174 Seconds. If the time expires, the booking will expire and no refund will be made to the customer;

13.2.7 When sending valuables, it is the Customer's responsibility to ensure that the valuables are adequately packaged and marked FRAGILE. Insurance is for the account of the Sender and / or Recipient, at all times;

The above clause constitutes an assumption of liability and risk by You, as You agree to take full responsibility ensuring goods are packaged correctly for transportation and that each consignment is adequately made.

The above clause also limits Your rights and remedies against us, and this clause limits and excludes Your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and You accept, various risk, damages, harm and injury which may be suffered by You.

13.3 Customised flyers and boxes are available for purchase from [support@pudo.co.za](mailto:support@pudo.co.za)

14. **DELIVERY OF GOODS**

14.1 **The estimated transit time of PUDO is equal to 1 – 4 business days;**

14.2 It is the Customer's responsibility to ensure that the destination to which the parcel has to travel (destination locker) or address, contact details of the recipient, including full names and surnames as well as email addresses are clearly written on the parcel;

14.3 Both the sender and recipients' details have to appear in full, in order to receive a PIN code;

14.4 The responsibility to collect the package, rests at all times with the recipient and the recipient has **48 Hours**, following a notification, with a PIN code, to do so, to collect the parcel at the destination locker, failure will result in the package being returned to the nearest TCG Depot, and full redelivery fees will be applicable;

14.5 Each and every package can be tracked, using the PUDO tracking website, alternatively the Customer can log into their own account and view the parcel's status, under history;

14.6 **The onus of establishing the conditions of the goods at the time of delivery thereof by TCG and / or PUDO shall rest with the Customer and/or the Sender. Without limiting the generality of the foregoing, TCG and / or PUDO shall be entitled to delay the dispatch of any goods or expedite the date of dispatch if they, in the sole discretion of TCG and / or PUDO, consider it necessary for the safety of the goods or if, in the sole discretion of TCG and / or PUDO, there is a backlog of goods with higher priority and/or any other reason. TCG and / or PUDO will only deliver goods that are the property of the Customer and/or the Sender and the Customer and/or the Sender warrants that it is authorised to accept and it accepting these conditions not only on behalf of itself, but also as agent for and on behalf of all other persons who are or may become interested in the goods. The Customer and/or the Sender hereby undertake to indemnify TCG and / or PUDO against any damages, costs and expenses resulting from any breach of this warrantee.**

The above clause constitutes an assumption of liability and risk by You, as You agree to take full responsibility of establishing the conditions of the goods at the time of the delivery.

The above clause requires You to indemnify TCG and/or PUDO against claims, loss, damages or harm that may be suffered by TCG and/or PUDO as a result of the events that are set out in the above clause. You are also required to indemnify TCG and/or PUDO against claims for loss, damages and harm that may be made by any person or entity as a result of the events set out in the above clause. This places various risks, liabilities, obligations and legal responsibilities on You, and You will be responsible and be liable for the payment of the value of the claims, loss, damages and harm that may be suffered or claimed.

Furthermore, this clause contains statements which are acknowledgements of fact by you. You will not be liable to deny that the statements are true. TCG and/or PUDO may act against You and may have claims against You as a result of these statements. You will not be able to take any action against TCG and/or PUDO if you suffer harm as a result of these statements.

14.7 Track your parcel on <https://thecourierguy.co.za/>

#### 15. COMPANY LIABILITY

15.1. To the fullest extent permitted under the law, TCG and / or PUDO shall not be liable for any loss or damage to the goods. Where Customers lodge a claim and TCG and / or PUDO chooses to accept limited liability as specified herein, then and in such a case, no such claim shall be considered unless the Customer and/or Sender lodges a claim in writing within 48 hours after delivery of the goods to the Recipient (see INSURANCE AND ASSUMPTION OF LIABILITY below). We reiterate claims received after this time period will not be considered. Further to the above:

- 15.1.1 TCG and / or PUDO shall not be liable for indirect or consequential loss or damage to any consignment of goods;
- 15.1.2 TCG and / or PUDO shall not be liable whatsoever for any loss or damages howsoever arising in respect of late or non- delivery of any goods.

The above clause constitutes an assumption of liability and risk by You, as You agree to take full responsibility by lodging claims within 48 hours after receipt of the goods.

The above clause also limits Your rights and remedies against us, and this clause limits and excludes Your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and You accept, various risk, damages, harm, and injury which may be suffered by You.

15.2 No refund will be provided to any Client if:

- 15.2.1 Should the booking be made, and the parcel the customer wishes to send is not placed within the PUDO Locker within 36 Hours of making the booking, the online booking will expire and no refund will be made to the customer;
- 15.2.2 Should the booking be made, and the parcel the customer wishes to send is placed within the PUDO Locker within 36 Hours of making the booking, the parcel is collected and delivered to the secondary PUDO Locker, the Sender / Receiver will have 48 hours to collect the parcel after which such collection will expire and no refund will be made to the customer. (The above process will have to be attended to again);

The above clause limits Your rights and remedies against us, and this clause limits and excludes Your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and You accept, various risk, damages, harm, and injury which may be suffered by You.

- 15.2.3 When at the locker, the Customer will be requested to insert a code to unlock the requested / booked locker. The Customer will be requested to place the parcel in the PUDO Locker within a certain time, being **174 Seconds**. If the time expires, the booking will expire.
- 15.2.4 When a collection and or Delivery is cancelled by the Sender and / or receiver;
- 15.2.5 If the Sender is unable to deposit within the time provided and subsequently cancels the booking;
- 15.2.6 When the Sender cancels the booking for another service offered by TCG (books on PUDO, but cancels in order to book on TCG services instead);
- 15.2.7 When a Client incorrectly books on the PUDO App;

#### 16. LOSS OR DAMAGE TO GOODS

16.1. The package will be transported at the risk of the recipient.

16.2. All damages and impairments experienced by the goods from the arrival at the warehouses that PUDO designates for the purpose, by force majeure, will be at your own risk and expense.

The above clause constitutes an assumption of liability and risk by You, as You agree to take full responsibility of the costs associated with the damages and/or impairments to goods as a result of force majeure.

16.3. To the fullest extent permitted under the law, PUDO will not be responsible in case of loss, damage, delay or incorrect delivery or lack of total or partial delivery of the merchandise that is a consequence of circumstances beyond the control of the carrier: natural disasters, force majeure, strikes, and national alterations in the air, land or sea transport networks. The carrier's general fixed liability for damage

16.4. To the fullest extent permitted under the law, no responsibility or liability whatsoever shall attach to TCG and / or PUDO or its employees for any loss or damage to goods unless such loss or damage:

- 16.4.1 Occurs whilst the goods are in actual care, custody and control of TCG and / or PUDO;
- 16.4.2 Is due to the negligence, intentional and/or wilful act or default of TCG and / or PUDO or its employees.

16.5. To the fullest extent permitted under the law, TCG and / or PUDO shall under no circumstances be liable for:

- 16.5.1 Loss or damage incurred through goods being tendered with inadequate packaging and packing;
- 16.5.2 Any loss or damage whatsoever caused by the perishable, fragile or brittle nature of the goods and packaging;
- 16.5.3 Loss or damage to any parcel exceeding the prescribed size.

16.6. Notwithstanding anything to the contrary contained or implied in this clause 16 (sixteen) and to the fullest extent permitted under law , no assumption of liability by TCG is extended to the following, which includes, but is not limited to: second hand consignments, mechanical or electrical goods unless contained in brand new and original packaging. Antiques or antiquities of any description, arms, ammunition, live animals of any description, bank and treasury notes, bullion, bulk cargo of any description, cash, deeds, designs, documents, explosives, or products, furs, gold or any bullion, silver nuggets, models, moulds, patterns, plans, precious metals, specie, travellers cheques, brass and scrap metal, any illegal substances, drugs, cannabis, seafood, fresh produce, frozen goods, aircrafts, any goods placed in a flyer, where the flyer would, in the ordinary, not be sufficient packaging for the consignment, plants and / or edibles, irrespective of its packaging, breakable, scratchable, brittle, bendable goods, such as glass (including windshields and windows), ceramic and / or basins, be it shatterproof or reinforced, or plastic, such as Perspex, goods of a liquid nature (drums, tubs and / or containers), jewels (of any nature) / valuables / precious stones / pearls / gold / silver and the like, goods with a value exceeding the limited liability offered by TCG (TCG will not accept any liability for any goods excluded from TCG's liability), cosmetic material (of any nature), goods made / manufactured / produced from any form of wood (irrespective of the size and / or strength of the wood), furniture of any kind, any solar related goods, or goods utilising

solar panels in any way form and / or nature, goods relating to a generator or inverter, goods which have running liquids or operates with liquids (whilst the liquids are inside the consignment), any form of batteries, goods relating to motor vehicles (including, but not limited to: body panels, windows, windshields, mechanisms, electrical components and / or mechanical components, engine spares), trophies, medallions, refrigerated and / or frozen goods (due to the longevity of its life span), blinds and / or railings (due their brittle and breakable nature), laser cut and / or 3d products (electronic in nature and guarantees are with the supplier), Ink Toners and / or Cartridges, unless TCG agrees in writing prior to the goods being tendered to accept liability for the handling of the items listed in this clause;

The above clauses limit Your rights and remedies against us, and these clauses limit and exclude Your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and You accept, various risk, damages, harm, and injury which may be suffered by You.

- 16.7. If TCG and / or PUDO is for any reason unable to effect delivery of the goods, reasonable steps would be taken to return the goods to the Customer and/or the Sender. The Customer and/or the Sender shall be responsible for the costs of carriage, attempted delivery and return of the goods.

The above clause constitutes an assumption of liability and risk by You, as You agree to take full responsibility of the costs of carriage, attempted delivery and the return of the goods.

- 16.8 To the fullest extent permitted under the law, PUDO will not be responsible for consequential or extraordinary damages: -
- 16.8.1 Lost profits, including loss of income, loss of image.
  - 16.8.2 Damages caused by the impossibility of using the contents in the packages.
  - 16.8.3 Loss of opportunity of business or any other indirect loss resulting from loss, damage, delay, incorrect delivery or non-delivery of the package.

The above clause limits Your rights and remedies against us, and this clause limits and excludes Your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and You accept, various risk, damages, harm, and injury which may be suffered by You.

17. **DANGEROUS GOODS**

- 17.1 The delivery of packages or objects whose content is contrary to the Law is prohibited.  
17.2 The customer accepts all the corresponding responsibilities, and TCG and / or PUDO is totally exonerated from them for this reason.  
17.3 The transport of weapons, poisonous or infectious substances, cash, human remains, jewelry, toxic materials, animals and inflammable or dangerous materials, etc., is prohibited.

- 17.4 No goods will be received or accepted by TCG and / or PUDO including radioactive materials which are or may become dangerous, inflammable or noxious, or which by their nature are or may become liable to cause injury or damage to any person, goods or property whatsoever without TCG's and / or PUDO's consent in writing prior to the goods being tendered. Should TCG and / or PUDO consent to the movement of any of the above, the containers or packaging must be marked accordingly as to comply with the applicable legislation, regulations or requirements of any authority. TCG and / or PUDO reserves the right to destroy any of the above should the necessary consent not be confirmed in writing prior to the goods being tendered. Whether or not the Customer and/or the Sender was aware of the nature of the goods and whether or not TCG's and / or PUDO's written acceptance thereof was obtained, The Customer and/or the Sender shall be deemed to have indemnified TCG and / or PUDO against loss, damage or liability caused by TCG and / or PUDO as a result of the tender of the goods to TCG and / or PUDO.

The above clause requires You to indemnify TCG and/or PUDO against claims, loss, damages or harm that may be suffered by TCG and/or PUDO as a result of the events that are set out in the above clause. You are also required to indemnify TCG and/or PUDO against claims for loss, damages and harm that may be made by any person or entity as a result of the events set out in the above clause. This places various risks, liabilities, obligations and legal responsibilities on You, and You will be responsible and be liable for the payment of the value of the claims, loss, damages and harm that may be suffered or claimed.

The above clauses also constitutes an assumption of liability and risk by You, as You agree to provide TCG and/or PUDO with the relevant consent in writing prior to the goods being tendered.

- 17.5 TCG and / or PUDO shall not transport any prohibited goods including without limitation any goods and materials, the carriage of which is prohibited by any laws, rules and/or regulations. In the event that the Customer and/or the Sender consigns such items with TCG and / or PUDO, the Customer and/or the Sender shall indemnify TCG and / or PUDO against all claims, damages or losses arising in connection herewith and TCG and / or PUDO shall have the right to deal with such items as it shall see fit including the right to abandon carriage of the same immediately upon TCG and / or PUDO having knowledge that such items infringe on these conditions. The Customer and/or the Sender shall be responsible and liable, without limitations for all costs, fines, damages, loss of income and/or legal costs which TCG and / or PUDO may incur as a result of the Customer and/or the Sender's breach of this clause;

The above clause requires You to indemnify TCG and/or PUDO against claims, loss, damages or harm that may be suffered by TCG and/or PUDO as a result of the events that are set out in the above clause. You are also required to indemnify TCG and/or PUDO against claims for loss, damages and harm that may be made by any person or entity as a result of the events set out in the above clause. This places various risks, liabilities, obligations and legal responsibilities on You, and You will be responsible and be liable for the payment of the value of the claims, loss, damages and harm that may be suffered or claimed.

- 17.6 To the fullest extent permitted under law, I TCG and / or PUDO will; not accept liability for goods of this nature (as set out above) and customer and/or sender must provide written proof that the goods in question are comprehensively insured with a reputable insurer for the duration of the carriage of the goods prior to the goods being taken into TCG's and / or PUDO's care, custody and control.
- 17.7 TCG and / or PUDO reserves the right to verify the nature and content of packages entrusted to them should the content appear to violate the provisions in force.
- 17.8 This may include the use of X-rays, refusal to transport or interrupt any delivery process already in transit.
- 17.9 Deliveries whose destination is a post office box are not accepted.
- 17.10 PUDO reserves the right to photograph the packages that are received at their depots, kiosks or PUDO smart terminals in order to demonstrate their condition in the face of hypothetical future claims; as well as making the recordings of its terminals and operations in order to guarantee the correct provision of the service, its security and correct use.

The above clause limits Your rights and remedies against us, and this clause limits and excludes Your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and You accept, various risk, damages, harm, and injury which may be suffered by You.

18. **INSURANCE AND ASSUMPTION OF LIABILITY**

- 18.1 PUDO does not provide insurance to the Customer and does not grant an assumption of limited liability whatsoever. It is thus the Sender's and / or Receiver's responsibility to insure the parcel with their own reputable insurance company.
- 18.2 **IMPORTANT EXCLUSIONS:**

- 18.2.1. TCG and / or PUDO is not responsible for the packaging of the customer's parcel/s and shall not, under any circumstances be liable for any loss or damage to a parcel/s which was not adequately and appropriately packaged to withstand the ordinary rigors and risk of courier transit and road transportation. TCG and / or PUDO shall not courier or accept liability for any parcel exceeding the prescribed size limitation.
- 18.2.2. TCG and / or PUDO is not responsible for ordinary loss in weight or volume or ordinary wear and tear of the consignment of goods;
- 18.2.2. TCG and / or PUDO is not responsible for loss, damage or expense caused by delay, even though the delay caused by a risk insured against;
- 18.2.3. Claims shall only be considered if the waybill has been endorsed, i.e. confirming the damage / loss on delivery or endorsed to read "not unpacked and checked".

The above clauses constitute an assumption of liability and risk by You, as You agree to take full responsibility of the costs associated with obtaining insurance from a reputable insurer.

The above clauses also limit Your rights and remedies against us, and these clauses limit and exclude Your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and You accept, various risk, damages, harm, and injury which may be suffered by You.

- 18.3. In the event of the customer wanting to lodge a claim:
- 18.3.1 The damaged goods must be returned to TCG and / or PUDO together with the original invoice reflecting the purchase price (proof of value) of the item. These are required for assessment and/or salvage prior to consideration of a claim. Should the damaged goods and proof of value of item/s not be received by TCG and / or PUDO, TCG and / or PUDO shall not be obligated to entertain the claim;
- 18.3.2 the customer shall be responsible for the insurance claim with their own reputable insurer and TCG and / or PUDO accepts no liability for loss and / or damage which was to no fault of TCG and / or PUDO.

The above clause constitutes an assumption of liability and risk by You, as You agree to take full responsibility of the costs associated with any insurance claims You may make to your insurer.

The above clause also limits Your rights and remedies against us, and this clause limits and excludes Your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and You accept, various risk, damages, harm, and injury which may be suffered by You.

#### 19. WARSAW CONVENTION

When shipments are tendered for international destinations the provisions of and law to the Warsaw Convention may apply and, in most cases, further limits the liability of TCG and / or PUDO in respect of loss or damage to such consignments. In all other instances, the Conditions shall be governed by the law of South Africa.

#### 20. LEGAL

In cases where non-payments of monies due to TCG and / or PUDO occur, the Customer and/or the Sender shall be liable for and shall pay all legal costs incurred by TCG and / or PUDO. The Customer and/or the Sender shall be liable for all costs incurred in the recovery of any monies hereunder, including collection commission, attorney and own client costs, whether incurred prior or during the institution of legal proceedings, or, if Judgment has been granted, in connection with the satisfaction or enforcement of such Judgment.

The above clause constitutes an assumption of liability and risk by You, as You agree to take full responsibility of the costs associated with any legal costs incurred by TCG and/or PUDO as a result of the non-payment of monies by You.

#### 21. GENERAL

No Relaxation or indulgence of these conditions of carriage shall in any way prejudice TCG's and / or PUDO's rights nor shall they be deemed to be a waiver of any of TCG's and / or PUDO's rights in terms of these conditions and no variation, waiver, indulgence and/or relaxation of such conditions shall be binding upon TCG and / or PUDO.

#### 22. DOMICILIUM CITANDI ET EXECUTANDI

The Customer and/or the Sender appoints their address as set out under "Details of Customer" in the Trading Account Application as his / her / its *domicilium citandi et executandi* for all purposes relating to his agreement and may amend this in writing to TCG and / or PUDO within seven (7) working days of the change.

#### 23. JURISDICTION OF MAGISTRATES COURT

Without limiting from the Customer's rights under applicable laws, the Customer and/or Sender hereby consents in terms of Section 45 of Act 32 of 1944 or any amendment thereof to TCG and / or PUDO taking legal proceedings for enforcing any of its rights under this Agreement for recovery or monies claimable under this Agreement or otherwise, if it so elects, in the Magistrates Court in any district having jurisdiction in respect of the Lessee by virtue of section 28(i) of the aforesaid Act. Furthermore, TCG and / or PUDO shall be entitled, at its sole election, to institute any proceedings against the Customer and/or the Sender in any Magistrates Court having jurisdiction over it, even though the cause of action or amount claimed is beyond the jurisdiction of the court. This clause does not preclude TCG and / or PUDO from, at its sole discretion and election, instituting action in the High Court and the Customer and/or the Sender also consents to the jurisdiction of the High Court in the jurisdiction elected by TCG and / or PUDO.

#### 24. COSTS

The Customer and/or the Sender shall be liable for all costs incurred by TCG and / or PUDO in the recovery of any amount or the enforcements of any rights which it has hereunder, including collection charges and costs on an attorney and own client scale and cost of counsels as on brief whether incurred prior to or during the institution of legal proceedings or if Judgment has been granted in connection with the satisfaction or enforcement of such Judgments.

The above clause constitutes an assumption of liability and risk by You, as You agree to take full responsibility of the costs incurred by TCG and/or PUDO for the recovery of any amount or the enforcement of any rights.

#### 25. CONSEQUENTIAL LOSS

To the fullest extent under law, under no circumstances whatsoever will TCG and / or PUDO be liable for consequential losses, including as a result of its negligent (including gross negligence) acts or omissions or those of its servants, agents, or agents on whose behalf TCG and / or PUDO, would be liable, in respect of any loss or damage sustained by the Customer and/or the Sender of any nature whatsoever or any damage caused to the assets of the Customer and/or the Sender or assets kept on its premises by any third parties or in regard to the Customer and/or the Sender's business or sustained by any of its customers, howsoever caused including the negligent, grossly negligent, and acts or omissions of TCG and / or PUDO, its services, agents or others for who it may be liable to in law.

The above clause limits Your rights and remedies against us, and this clause limits and excludes Your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and You accept, various risk, damages, harm, and injury which may be suffered by You.

26. **SEVERABILITY**

In the event that any term and/or condition, or part thereof, herein are proven to be invalid or unenforceable, then such term and/or condition, or part thereof, shall not affect the validity or enforceability insofar as the remaining terms and/or conditions, or part thereof, are concerned.

27. **WHOLE AGREEMENT**

27.1. These Terms and Conditions (which by inference includes those agreements and conventions expressly referred to herein) constitute the entire agreement between the parties and shall prevail over, exclude and supersede any other terms or conditions, stipulations, warranties, statements of fact or opinion or representations, oral or written, whatsoever have been made or relied upon by either party other than as specifically included herein.

27.2. The Sender expressly confirms that it does not rely upon or claim any other terms, warranties, conditions or representations relating to the use of TCG's and / or PUDO's services under these terms and conditions.

28. **NO VARIATION**

No variation or cancellation of these terms and conditions shall be of any force or effect unless reduced to writing and signed by or on behalf of TCG and / or PUDO.

29. **NO WAIVER**

TCG and / or PUDO shall not be regarded as having waived or be precluded from exercising any right under these terms and conditions by reason merely that TCG and / or PUDO has shown any indulgence to the Customer or fails to exercise or delays in exercising any right in terms hereof.

30. **FORCE MAJEURE**

**Neither Party (the "Impacted Party") shall not be liable or responsible to the other Party, nor be deemed to have defaulted under or breached these Terms and Conditions, for any failure or delay in fulfilling or performing any service when and to the extent such failure or delay is caused by or results from acts beyond the Impacted Party's control, including, without limitation, the following force majeure events ("Force Majeure Event(s)") (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labour stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) hijackings, or (n) other similar events beyond the reasonable control of the Impacted Party.**

**The above clause limits Your rights and remedies against us, and this clause limits and excludes Your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and You accept, various risk, damages, harm, and injury which may be suffered by You.**

31. **PROTECTION OF PERSONAL INFORMATION**

The Customer consents to TCG and / or PUDO processing personal information and to the confidentiality declaration in terms of the Protection of Personal Information Act 4 of 2013 ("POPIA").

31.1. **THE PURPOSE OF THE PROTECTION OF PERSONAL INFORMATION ACT (POPIA)**

The purpose of POPIA is to-

- \* give effect to the constitutional right to privacy by safeguarding personal information when processed by a private or public body subject to justifiable limitations;
- \* regulate the manner in which personal information may be processed, by establishing conditions, in accordance with international standards, that prescribe the minimum requirements for the lawful processing of personal information;
- \* provide persons with rights and remedies to protect their personal information from processing that is not in accordance with POPIA;
- \* establish voluntary and compulsory measures, including the establishment of an Information Regulator, to ensure respect for and to promote, enforce and fulfil the rights protected by POPIA.

31.2. **DEFINITIONS**

31.2.1 **Personal Information:** means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to—

- a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- b) information relating to the education or the medical, financial, criminal or employment history of the person;
- c) any identifying number, symbol, e-mail address, physical address, telephone number, location
- d) information, online identifier or other particular assignment to the person;
- e) the biometric information of the person;
- f) the personal opinions, views or preferences of the person;
- g) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- h) the views or opinions of another individual about the person; and
- i) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.

31.2.2 **"Process information"** means the automated or manual activity of collecting, recording, organising, storing, updating, distributing and removing or deleting of personal information.

31.3. **CUSTOMER CONSENT**

31.3.1 TCG undertakes to process the personal information of the Customer only in accordance with (i) the conditions of lawful processing as set out in terms of POPIA; and TCG and/or PUDO's privacy policy accessible at [www.thecourierguy.co.za](http://www.thecourierguy.co.za) and only to the extent that it is necessary to discharge its obligations as provided for in terms of this Agreement concluded with the Customer. The terms "processing" and "personal information" are defined in paragraphs 29.2.1 and 29.2.2 above.

31.3.2 The Customer acknowledges that the processing of his/her personal information by TCG is both necessary and legally required as it falls within the scope of execution of the contractual obligations of TCG. In this regard the Customer agrees:

- \* That he/she has been notified of the purpose and reasons for the collection and processing of his or her personal information insofar as it relates to TCG's discharge of its contractual obligations towards the Customer;
- \* That he/she consents and authorises TCG to undertake with the collection, processing and further processing of his/her personal information for the purposes of securing and further facilitating the contractual obligations towards the Customer;
- \* To make available to TCG all necessary personal information required by TCG for the purpose of securing and further facilitating the contractual obligations towards the Customer.
- \* To the disclosure of his/her personal information by TCG to any third party, where TCG has a legal or contractual duty to disclose such personal information or such disclosure is necessary for TCG to perform its obligations under these Conditions;
- \* The Customer further agrees to the disclosure of his/her personal information for any reason enabling TCG to carry out or to comply with any legitimate business obligation TCG may have or to pursue a legitimate interest of TCG to perform its business on a day-to-day basis;
- \* The Customer authorises TCG to transfer his/her personal information outside of South Africa for any legitimate business purpose of TCG within the international community. TCG undertakes not to transfer or disclose said personal information unless it is required for its legitimate business requirements and shall comply strictly with legislative stipulations in this regard.



- 31.4. **CONFIDENTIALTY UNDERTAKING**
- 31.4.1 Both the Customer and TCG acknowledges that during the performance of both parties' contractual duties, both parties may gain access to and become acquainted with the personal information of both parties. Both parties will treat said personal information as strictly confidential and agrees to respect the privacy of each other;
- 31.4.2 To the extent that the Customer is exposed to or insofar as personal information is disclosed to him/her, the Customer hereby agrees to be bound by appropriate and legally binding confidentiality and non-usage obligations in relation to the said personal information, taking into consideration the POPIA;
- 31.4.3 Both the Customer and TCG may not directly or indirectly utilise, disclose or make public, in any manner to any person or third party, any personal information, unless such information is already publicly known, or the disclosure is necessary in order for any party to perform his / her / its duties in terms of this Agreement;
- 31.4.4 The above confidentiality undertaking will be applicable even after termination of this Agreement, for whatever reason. Any non-compliance with the confidentiality undertaking will be subject to the required penalties in terms of the POPIA.

- 31.5 **CUSTOMER RIGHTS**
- The Customer/Sender have rights under POPIA, which includes the right to:
- 31.5.1 request access to their personal information (commonly known as "data subject access request"), thereby enabling them to receive a copy of the personal information retained about them;
- 31.5.2 request the correction of their personal information, in order to ensure that any incomplete or inaccurate personal information is corrected;
- 31.5.3 request erasure of their personal information, where there is no lawful basis for the retention or continued processing of it;
- 31.5.4 object to the processing of their personal information for legitimate interests (or those of a third party) and there is something about your particular situation which makes them want to object to processing on this ground as they feel it impacts on their fundamental rights and freedoms;
- 31.5.5 request restriction of processing of your personal information. This enables the Customer/Sender to ask TCG and/or PUDO to suspend the processing of their personal information in limited circumstances, which may differ by jurisdiction; and
- 31.5.6 withdraw consent previously given in respect of the processing of their personal information at any time which withdrawal of consent will not affect the lawfulness of any processing carried out prior to Your notice of withdrawal. Withdrawal of consent may limit the ability of TCG and/or PUDO or a third party to provide certain products or services to You, but will not affect the continued processing of personal information in instances in which consent is not required. If the Customer/Sender wishes to exercise any of these rights, the Customer/Sender must contact TCG and/or PUDO at [insert TCG contact details].

- 31.6 **INFORMATION REGULATOR CONTACT DETAILS**
- 31.6.1 TCG and/or PUDO would appreciate the opportunity to remedy any concerns or issues, but the Customer/Sender is also free to contact the Information Regulator (South Africa) at <https://infoeregulator.org.za/training/wp/contact-us/>.

- 32 **ASSIGNMENT:**
- 32.1 The TCG reserves the right to cede, assign, or transfer any rights and/or obligations arising from this agreement to any third party, at its sole discretion, without prior notice to the Customer (provided such cession, assignment or transfer does not unreasonably prejudice the rights or interests of the Customer). The Customer irrevocably and unconditionally consents to any such cession, assignment or transfer by TCG and agrees that TCG is entitled to cede and / or delegate any of its rights and /or obligations under these Terms and Conditions to any person without the consent of or notice to the Customer.
- 32.2 The Customer acknowledges and agrees that they shall not cede, assign, or transfer any rights and/or obligations under this agreement to any third party without the prior written consent of TCG. Any attempt to do so without such consent shall be null and void.
- 32.3 This clause shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

- 33 **COMPLIANCE WITH APPLICABLE LAWS**
- No provision of these Conditions:
- 33.1 does or purports to limit or exempt TCG and/or PUDO from any liability (including, without limitation, for any loss directly or indirectly attributable to our gross negligence or wilful default or that of any other person acting for or controlled by TCG) to the extent that the law does not allow such a limitation or exemption;
- 33.2 requires the Customer or Sender to assume risk or liability to the extent that the law does not allow for such assumption of risk or liability; or
- 33.3 limits or excludes any warranties or obligations that are implied into these Conditions by the Consumer Protection Act, 2008 (to the extent applicable) or to which TCG and/or PUDO gives under the Consumer Protection Act, 2008 (to the extent applicable) to the extent that the law does not allow them to be limited or excluded.

34. **AGREEMENT**

**I agree that these Terms and Conditions of Carriage are fair, just and reasonable taking into account the services which are provided by TCG / PUDO.**