

# **TERMS AND CONDITIONS**

## **GENERAL**

These Terms of Service sets out the terms of use of Quikr (as defined below). Please read these User Terms carefully before you start using Quikr.

By using or accessing Quikr its mobile applications or its web applications, you indicate that you have read, understood and accept these Terms of Service, together with all other terms and conditions available on our website & Quikr App, and that you agree to abide by them.

We encourage you to read these User Terms of Service, and contact us via [support@quikr.co.za](mailto:support@quikr.co.za) if you have any particular questions in relation to Quikr. If you do not

agree to these User Terms of Service use, you must refrain from using Quikr its web or mobile applications or related services or drivers.

In these User Terms of Service “you” includes anyone acting on your behalf or with your express or implied authority.

## **THE SERVICES**

Quikr (“Services” or “Quikr”) are offered by Quikr (Pty) Ltd reg.

2020/723011/07

(“Quikr“, “Operator” or “us”) and its registered carriers and distribution partners (hereinafter referred to as the “Distribution partners” or “Participating Outlets”).

The Services are available to individuals of

at least 18 years of age, residing within the Republic of South Africa and/or incorporated entities.

The Services include the Delivery Service and the Returns Service (or such other services as the Operator may advise or offer from time to time).

The Delivery Service allows Users to have orders, packages or goods (“orders”) sent or redelivered to the address of an outlet or individual.

Quikr will not carry, handle, deal or convey any unlawful, dangerous or (by their nature) liable to cause injury or damage to persons, goods or property, including but not limited to fire-arms or parts thereof, drugs, live or dead animals, literature or materials that may be pornographic, offensive, or politically sensitive, precious stones or jewellery including commercial carbons or industrial diamonds, precious metals, gold or silver in the form of bullion, coin, dust, cyanides, precipitates or any other form, currency (paper or coin) of any nationality, negotiable securities, stock, bonds, certificates, coupons or stamps, negotiable cashier's cheques, money orders or traveler's cheques and any other carriage of goods which is prohibited by any applicable laws, rules and/or regulations.

If your order is suspected by Quikr (in our sole and absolute discretion, exercising reasonable care) of containing unlawful, dangerous or prohibited goods, your order may be destroyed and/or notified to the appropriate authorities.

Should the User deliver any unlawful, dangerous or prohibited goods in an order to Quikr or cause Quikr to, handle, deal or convey with such goods:

The User shall be liable for any and all loss or damage caused by, or in connection with the goods however arising and shall indemnify Quikr against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of Quikr or by any other person in whose custody they may be at the relevant time.

Quikr shall be under no liability whatsoever in connection with the goods however arising.

Orders weighing up to 150kg's in volumetric weight and 150kg's in actual weight and not exceeding what is deemed able to be carried by more than 3 people are permissible on the platform and with dimensions up to 500cm x 30cm x 30cm will be accepted or volumetric weights under .

You must contact Quikr in advance prior to using the Service if your order is, or is likely to be, either heavier than the above or having its longest side greater than 600cm.

The vehicle size despatched is calculated on the weights as given by the user. If the incorrect vehicle size is despatched and the error been deemed to be on the user end, Quikr holds the right to charge the customer the failed charge for collection at 50% of the original price quoted and a delivery fee for the delivery of the larger vehicle.

## **ADDITIONAL OFFLOAD STAFF**

Quikr despatches additional staff as is calculated by the system to deliver goods in excess of 30kg's and with 2 max sides being greater than 1m. This additional rate will be included in the delivery charge.

## **DISTANCE CALCULATIONS**

The Quikr system calculates the distance on a driving km basis. If the distance is longer and is calculated as more than the estimated price based on km's, travel time, waiting time and additional staff, then the completed delivery price becomes valid.

## **RATES**

Delivery Rates are applicable for use of Quikr Services, and are subject to change. Delivery Rates for the Delivery Service and potential Re-Delivery Service are automatically calculated on our website and app upfront. If a delivery has to be rescheduled to unavailability of a customer at the stipulated address, the distribution partner will return this order to the despatching supplier at the cost of the customer.

For Services not detailed on our website, you may request a quote for any applicable Delivery Rates by emailing [support@quikr.co.za](mailto:support@quikr.co.za)

Delivery Rates are required to be paid by you for the Delivery Service, these must be paid prior to collection of the order.

In the event that Quikr agrees (in writing) to invoice you in arrears, the following shall apply: (for Business Customers) Quikr terms of payment are weekly days from date of the invoice ("due date") and may be tendered electronic funds transfer. The stipulated invoice date will be weekly by Wednesdays to be paid by weekly Fridays at day end.

If any amounts owing by the you to Quikr remains unpaid on due date: all other amounts owing by your business to Quikr, whether due and payable or not, shall become due and payable immediately; and Quikr shall be entitled, but not obliged (without prejudice to any other rights it may have against you) to: rescind or suspend performance of any of its obligations to deliver

and forfeit all discounts granted to you; and to charge interest on all overdue amounts at an interest rate of 2% (two percent) above the more interest rate prescribed in terms of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975, as amended), calculated from the date of default until such time as the final payment in relation to the outstanding amount (including interest thereon, calculated daily and compounded monthly in arrears) has been fully paid.

Quikr shall be entitled to payment of any charges, disbursements or any amounts due to it, despite any dispute between the parties in relation to previous invoices or debit notes (whether including or partly including the amounts now sought to be charged), and whether or not any notice was given that further debits were to follow.

A letter signed by a director of Quikr shall be deemed to be sufficient proof of any indebtedness to Quikr and if you do not query an invoice sent to it by that Company in writing within 15 (fifteen) business days from the date of the invoice, such invoice will be deemed to be correct in all circumstances.

## **PLATFORM**

The provision of Quikr services is facilitated via Quikr Website & Mobile Applications, thereby acting as a platform facilitating collections and delivery processes on behalf of stores, distribution partners and store pickers. Quikr , its operations and its platform should only be construed strictly in this context.

No endorsement or affiliation of third parties (such as retailers, carriers or other delivery partners or agent) shall be construed in any manner whatsoever, notwithstanding anything else contained herein or otherwise. A reference or link to a third party (such as a retailer, or other delivery agent) is provided in the context of a conduit site only facilitating retail collections and returns processes. Save where the context indicates otherwise, such references are provided for your information and convenience only. We have no control over the contents, quality or integrity of those third parties (such as retailers, carriers or other delivery agent) and we accept no liability of them or for any loss or damage that may arise from your use of their products or services (notwithstanding anything else contained herein).

Your interactions and any delivery arrangements with such third parties are at your own risk save for the insurance if accepted stipulated or agreed to by the user or store or affiliated retailer and you recognise that the services provided by such third parties are not provided by us but by the relevant third party of distribution agent. You should carefully review the terms and conditions relevant to such third party.

We make no warranty about the standard or quality of services provided by the retailer, and we are not responsible or liable for same in any manner whatsoever.

## **NOTIFICATIONS**

### **The Collection & Delivery Service**

When an order is available for collection & delivery, the User will receive a notification via SMS to the Mobile Number you registered with. The notification will contain an otp to monitor your delivery. In the driver application, application the OTP is required to be inserted into the distribution agents application to verify the delivery.

The User will be able to track real time location of the driver via Quikr Website and Mobile Application whilst the delivery is taking place.

## **IDENTIFICATION**

### **The Delivery Service**

For the security of your order, the User will be required to produce the OTP they received via SMS and this will serve as proof that they are the intended recipient.

Should someone other than the user be taking delivery of the order, they will need to provide the OTP that was sent to the USER in order to accept the order.

## **LIABILITY**

### **The Delivery Service**

If your order is lost, damaged or stolen when in the possession of the distribution agent, Quikr offers insurance at a nominal premium for your

delivery. It's neither implied tacitly or expressed that Quikr is liable for the risk of distribution of your products unless insurance was undertaken per transaction.

Distribution partners are insured for public indemnity on their own accord and are not validated nor implied by Quikr.

## **INSURANCE**

Underwritten by Mutual and Federal a part of Old Mutual administered by Surestart to the value of R1000 for a nominal fee of R4,50. Excess amount under R1000 is not applicable.

which the User can opt for at order stage, Quikr may (in its sole and absolute discretion) reimburse you up to R50 or the value of your order (whichever is lesser), unless such loss or damage is caused or contributed by you.

The User is advised to check the order for any damage prior to accepting it from Quikr, as no responsibility will be taken for damaged orders once they have been delivered.

## **GENERAL**

To the maximum extent permitted by law, Quikr, its directors and employees are excluded from any and all liability whatsoever to you (or anyone else) arising out of or in any way connected with these User Terms of Service or Quikr for any direct, indirect, special or consequential loss, loss of profits or savings, loss of income, loss of business,

loss of opportunity, howsoever arising and whether caused by a breach of statute, breach of contract, negligence or other source. Without limiting foregoing, you agree that in no event shall our maximum aggregate liability exceed R50 per order.

Quikr takes no responsibility or any liability in relation to: (a) fragile goods (such as glassware); (b) non-working goods (such as faulty electronics); or (c) anything else set out in in our website [www.quikr.co.za](http://www.quikr.co.za) or Quikr Application.

## **ACCESS AND REGISTRATION**

Quikr will not be liable if for any reason Quikr Website and or App is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Quikr site, or the entire site. You are also responsible for ensuring that all persons who access Quikr website and App through your Internet connection are aware of these terms, and that they comply with them.

If you choose, or you are provided with, log-in details, a user identification name, password or any other piece of information as part of our security procedures (“log-in information”), you must treat such information as confidential and keep it secure, and you must not (a) disclose it to any third party; (b) store such log-in information in any form, whether encrypted or encoded or otherwise, in any location where such information could be copied, utilised or distributed by any other person, virus, software or any other third party; (c) allow or enable a third party to freely access our site via your log-in information. If you are aware of any unauthorised use of your log-in information, or if your log-in information has been compromised or known to a third party, you must immediately notify us. Notice provided by you in these circumstances does not release you from your responsibilities under these User Terms of Service. We have the right to disable any login information, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these User Terms of Service.

You agree that Quikr shall have the right to claim from you for all damage, loss, costs, loss of profit and/or other patrimonial losses it may suffer as a result of your failure to comply with these User Terms of Service, inclusive (without limitation to the aforementioned) any unavailability of Quikr site and App due to viral activity or hacking as a result of your failure to keep your log-in details confidential.

## **INTELLECTUAL PROPERTY RIGHTS**

We (Quikr) are the owner or the licensee of all intellectual property rights (including, without limitation, trademarks and copyright) in our platform, technology or solution, Quikr site and App, the material published on it (including, without limitation, its look and feel, brands, logos and trademarks, information, graphics, photographs, content, images, sounds, video, audio, text, layout, logos, button icons and the compilation and organisation thereof, and all intellectual property rights contained therein). Regardless of whether such works may be protected by intellectual property laws around the world, all such rights are reserved.

## **AUTHORITY**

The User appoints Quikr as its agent so that Quikr has the power and authority to deal with the order in any manner it sees fit, as contemplated by these User Terms of Service, or as otherwise required in order to facilitate Quikr providing the Services. Without limiting the foregoing, Quikr may collect or retrieve the order from locations outside of a Participating Outlet, such as a local post office.

## **OTHER**

Quikr reserves the right, in its absolute discretion as to the means, route and procedure to be followed in the handling, storage and transportation of the orders.

These User Terms of Service may change at any time without notification, and the latest version is available via [www.quikr.co.za](http://www.quikr.co.za) or our Mobile Application.

By using Quikr website and Mobile App, and any of the Services, you acknowledge and agree to be bound by these User Terms of Service and Quikr Privacy Policy.

Nothing herein is intended to, or shall operate to, create a partnership, agency or joint venture between you and us.

We shall not be responsible for any delay, suspension or failure arising out of any circumstances outside of our reasonable control, including but not limited to, acts of God, war or national emergency, acts of terrorism, fire, explosion or flood.

These User Terms of Service and any dispute or claim arising out of or in connection with same shall be governed by and construed in accordance with the laws of the Republic of South Africa and the parties submit to the jurisdiction of the Western Cape High Court, Cape Town. If you have any questions or concerns, please contact us via [support@quikr.co.za](mailto:support@quikr.co.za)



## DELIVERY AREAS

<b>ATLANTIC SEABOARD</b>		
<b>SUBURB</b>	<b>STREET CODE</b>	<b>DELIVERY</b>
Bakoven	8005	YES
Bantry Bay	8005	YES
Camps Bay	8005	YES
Clifton	8005	YES
Fresnaye	8005	YES
Green Point	8005	YES
Hout Bay	7806	YES
Imizamo Yethu	7806	NO
Llandudno	7806	YES
Mouille Point	8005	YES
Sea Point	8005	YES
Three Anchor Bay	8005	YES

<b>Klipfontein District (Old Cape Flats)</b>		
<b>SUBURB</b>	<b>STREET CODE</b>	<b>DELIVERY</b>
Athlone	7764	NO
Bishop Lavis	7490	NO
Bonteheuwel	7764	NO
Crawford	7780	YES
Crossroads	7755	NO
Epping	7460	YES
Gugulethu	7750	NO
Hanover Park	7780	NO
Kalksteengefontein	7490	NO
Khayelitsha	7784	NO
Langa	7455	NO
Lavender Hill	7945	NO
Manenberg		NO
Mitchells Plain	7785	NO
Nyanga	7750	NO
Ottery	7800	YES
Pelican Park		NO
Philippi	7750	NO
Samora Machel	7785	NO
Strandfontein	7798	NO
Valhalla Park	7490	NO
Vrygrond	7945	NO

<b>CITY BOWL</b>		
<b>SUBURB</b>	<b>STREET CODE</b>	<b>DELIVERY</b>
Bo-Kaap (Malay Quarter)	8001	YES
Devil's Peak Estate	8001	YES
De Waterkant	8001	YES
Foreshore	8001	YES
Gardens	8001	YES
Higgovalle	8001	YES
Lower Vrede (District Six)	8001	YES
Oranjezicht	8001	YES
Salt River	7925	YES
Schotsche Kloof	8001	YES
Tamboerskloof	8001	YES
University Estate	8001	YES
Vredehoek	8001	YES
Walmer Estate (District Six)	7925	YES
Woodstock (including Upper Woodstock)	7925	YES
Zonnebloem (District Six)	7925	YES

<b>HELDERBERG</b>		
<b>SUBURB</b>	<b>STREET CODE</b>	<b>DELIVERY</b>
Firgrove	7130	YES
Gordon's Bay	7140	YES
Macassar	7130	NO
Sir Lowry's Pass Village	7130	NO
Somerset West	7130	YES
Strand	7140	YES

<b>NORTHERN SUBURBS</b>		
<b>SUBURB</b>	<b>STREET CODE</b>	<b>DELIVERY</b>
Belhar	7493	NO
Bellville	7530	YES
Brackenfell	7560	YES
Bothasig	7441	YES
Brooklyn	7405	YES
Delft	7100	NO
Durbanville	7550	YES
Eersteriver	7100	NO
Edgemead	7441	YES
Elsie's River	7490	NO
Goodwood	7460	YES
Kensington	7405	NO
Kraaifontein	7570	NO
Kuils River	7579	YES
Loevenstein	7530	YES
Maitland	7405	YES
Milnerton	7605	YES
Monte Vista	7460	YES
Panorama	7500	YES
Parow	7500	YES

Plattekloof	7500	YES
Rugby	7405	YES
Thornton	7460	YES

<b>SOUTH PENINSULA</b>		
<b>SUBURB</b>	<b>STREET CODE</b>	<b>DELIVERY</b>
Capri Village	7975	YES
Clovelly	7975	YES
Fish Hoek	7975	YES
Glencairn	7975	YES
Kalk Bay	7975	YES
Kommetjie	7975	YES
Lakeside	7945	YES
Marina da Gama	7945	YES
Masiphumelele	7975	NO
Muizenberg	7945	YES
Noordhoek	7945	YES
Ocean View	7975	NO
Scarborough	7945	YES
Simon's Town	7975	YES
St James	7945	YES
Sunnydale	7975	YES
Sun Valley	7975	YES
Vrygrond	7945	NO

<b>SOUTHERN SUBURBS</b>		
<b>SUBURB</b>	<b>STREET CODE</b>	<b>DELIVERY</b>
Bergvliet	7945	YES
Bishopscourt	7708	YES
Claremont	7708	YES
Constantia	7806	YES
Diep River	7945	YES
Grassy Park	7941	YES
Harfield Village	7708	YES
Heathfield	7945	YES
Kenilworth	7708	YES
Kenwyn	7780	YES
Kirstenhof	7945	YES
Kreupelbosch	7806	YES
Lansdowne	7780	YES
Lotus River	7941	NO
Meadowridge	7806	YES
Mowbray	7700	YES
Ndabeni	7405	YES
Newlands	7700	YES
Observatory	7925	YES
Pinelands	7405	YES
Plumstead	7800	YES
Retreat	7945	YES
Rondebosch	7700	YES
Rondebosch East	7780	YES

Rosebank	7700	YES
South Field	7880	YES
Steenberg	7945	YES
Tokai	7945	YES
Wynberg	7800	YES
Wetton	7780	YES
Capri Village	7975	YES
Clovelly	7975	YES
Fish Hoek	7975	YES
Glencairn	7975	YES
Kalk Bay	7975	YES
Kommetjie	7975	YES
Lakeside	7945	YES
Marina da Gama	7945	YES
Masiphumelele	7975	NO
Muizenberg	7945	YES
Noordhoek	7945	YES
Ocean View	7975	NO
Scarborough	7945	YES
Simon's Town	7975	YES
St James	7945	YES
Sunnydale	7975	YES
Sun Valley	7975	YES
Vrygrond	7945	NO
Hout Bay	7806	YES

WESTERN SUBURBS		
SUBURB	STREET CODE	DELIVERY
Atlantis	7349	NO
Bloubergstrand	7441	YES
Darling	7345	NO
Mamre	7349	NO
Melkbosstrand	7441	YES
Milnerton	7441	YES
Montague Gardens	7441	YES
Parklands	7441	YES
Table View	7441	YES
West Beach	7441	YES
Bakoven	8005	YES
Bantry Bay	8005	YES
Camps Bay	8005	YES
Clifton	8005	YES
Fresnaye	8005	YES
Green Point	8005	YES
Llandudno	7806	YES
Mouille Point	8005	YES
Sea Point	8005	YES
Three Anchor Bay	8005	YES
Bo-Kaap (Malay Quarter)	8001	YES
Devil's Peak Estate	8001	YES
De Waterkant	8001	YES
Foreshore	8001	YES

Gardens	8001	YES
Higgovalle	8001	YES
Lower Vrede (District Six)	8001	YES
Oranjezicht	8001	YES
Salt River	7925	YES
Schotsche Kloof	8001	YES
Tamboerskloof	8001	YES
University Estate	8001	YES
Vredehoek	8001	YES
Walmer Estate (District Six)	7925	YES
Woodstock (including Upper Woodstock)	7925	YES
Zonnebloem (District Six)	7945	YES