



## Terms and Conditions

Welcome to Loadmor Deliveries (Pty) Ltd (“we,” “our,” or “us”). By using our delivery services, websites, or applications (collectively, the “Services”), you agree to comply with and be bound by the following Terms of Service (“Terms”). Please read these terms carefully.

If you do not agree to these terms, you may not use our services.

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### 1. Definitions

- **Customer / User / Client / You:** Any person or entity using Loadmor’s services.
- **Services:** All delivery, collection, tracking, and related services provided by Loadmor.
- **Parcel:** Any item transported using Loadmor.
- **Declared Value:** The value stated by the Customer for Parcel protection or liability purposes.
- **POD:** Proof of Delivery (digital signature or photo).
- **Driver:** Loadmor employee, subcontractor, or independent courier partner.

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### 2. Acceptance of Terms

By using our Services, you:

- Agree to be legally bound by these terms.
- Confirm that any information you provide is accurate and complete.
- Consent to our Privacy Policy and any other policies referenced herein.

- Agree that electronic acceptance (online booking, form submission, or app click-through) constitutes legal acceptance.
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### **3. Services**

Loadmor provides scheduled, on-demand, and same-day courier services including:

- Parcel collection and delivery.
- Digital delivery confirmation (photo, OTP, or signature)
- Tracking and notifications of deliveries.
- Optional Parcel protection (as offered).

Loadmor reserves the right to:

- Refuse service to anyone.
  - Limit or modify services at our discretion.
  - Suspend access in cases of suspected fraud or breach of these terms.
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### **4. Customer Obligations**

The customer agrees to:

- Provide accurate and complete information when booking a service.
- Ensure parcels are properly and securely packed and labelled.
- Comply with all applicable South African laws and regulations.
- Declare the parcel contents truthfully.
- Pay all applicable fees, including delivery fees, service fees, surcharges, and optional parcel protection at the time of your booking to confirm collection and delivery.

**Prohibited items include (but are not limited to):**

- Illegal goods or substances.
  - Hazardous or dangerous materials.
  - Items prohibited by law from transport.
  - Perishable items.
  - Live animals.
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**5. Packaging Requirements**

**Customers must ensure that:**

- Fragile items are bubble-wrapped or cushioned.
- Liquids are properly sealed and placed in leakproof packaging.
- Electronics are padded and boxed.
- Parcels are sealed and labelled clearly.

Loadmor does not assume responsibility for damages caused by poor customer packaging.

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**6. Declared Value, Parcel Protection and Claims**

- Customers may declare a parcel value for optional Parcel protection.
- Only parcels with a declared value AND purchased protection are covered.
- Maximum allowable declared value is R30,000 unless agreed in writing.
- In the event of a claim, the customer must provide proof of value (receipts, invoices, photographs, or other supporting documentation) for investigation.

## Claims Procedure

1. **Notification:** Notify Loadmor within 24 hours of delivery or expected delivery date.
2. **Evidence:** Provide photos, receipts, or other supporting documentation.
3. **Inspection:** Loadmor may inspect the damaged Parcel.
4. **Assessment & Payment:** Claims will be assessed and payment made subject to verification and policy limits.

**Note:** Claims will only be considered where both a declared value and optional Parcel protection were purchased at the time of booking. Failure to select Parcel protection constitutes acceptance of limited liability as set out in **Section 12** of this policy.

## 7. Transfer of Risk

### Risk transfers to Loadmor:

- Once the parcel is physically collected and digitally scanned or recorded by a driver.

### Risk transfers back to the Customer:

- Once delivery has been completed using photo proof, OTP, or signed confirmation.

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## 8. Delivery Attempts, Waiting Time and Storage

- One (1) delivery attempt is included per booking.
- A second delivery attempt will be made free of charge and done within 3 business days of the first delivery attempt, provided the parcel remains at the same delivery address. Should the delivery address be changed, standard delivery rates will apply for the new location.
- Drivers will wait up to 15 minutes at collection/delivery points. Additional waiting times may be billed thereafter, or the parcel will be returned to either Loadmor's depot for scheduled redelivery or the parcel sender (collection point) and marked as a **'Failed Delivery'**.

- Additional redelivery attempts (beyond the first) will incur a redelivery fee of 75% of the initial delivery fee, provided the location remains unchanged, and must be paid to Loadmor prior to redelivery.

### **Short-Term Storage**

Loadmor offers complimentary storage for up to two (2) business days following a failed delivery attempt. After this period, a daily storage fee will apply as follows:

- Small parcels (0-5 kg): R30 per day.
- Medium parcels (6-10kg): R40 per day.
- Large parcels (Over 10kg): R50 per day.

Storage fees must be paid in full before redelivery or release of the parcel.

### **Long-Term Storage & Unclaimed Parcels**

- If a parcel remains uncollected or undeliverable after 3 business days, Loadmor will notify the sender in writing (email, SMS, or call).
- If no response or payment is received within 5 business days of notification, Loadmor reserves the right to dispose of or liquidate the parcel to recover storage and handling costs.

### **Return to Sender**

- A “**return-to-sender**” fee equal to the applicable delivery rate will be charged to return the parcel to the sender or collection point.
- Storage fees accrued prior to the return will also be payable prior to the return.

## **9. Fees and Payment Terms**

All fees are as stated on our website or quotation. Payment must be made in advance for booking confirmation unless otherwise agreed. Additional charges may apply for late collection, failed delivery attempts, storage, or special handling.

### **Payment Methods**

Payments may be made securely through Payfast, EFT (Electronic Funds Transfer), or any other approved method displayed on our website. Loadmor does not accept cash unless otherwise agreed in writing.

### **Payment Due Dates**

- For same-day deliveries or scheduled deliveries, full payment is required at the time of booking.
- For approved account clients, invoices are payable within 10 working days of issue, unless otherwise stated.

### **Late Payments & Interest**

Any overdue balance shall accrue interest at a monthly rate of 2% from the date payment becomes due until full settlement is received. Loadmor reserves the right to suspend services for accounts in arrears after 30 days.

### **Cancellations & Refunds**

- a. Before Parcel Collection:** Cancellations made before parcel collection are:
  - Free within 15 minutes of booking confirmation, less any transactional fees applicable.
  - After 15 minutes of booking confirmation, 50% of the total delivery fee will only be refunded, less any transactional fees applicable.
- b. After Parcel Collection:** Cancellations made after parcel collection are non-refundable.
- c.** Refunds will be processed within 7 working days of approval.

- d. For business clients, in the event of a failed delivery due to incorrect delivery information or recipient unavailability, a **return trip** fee may apply.

### **VAT Status**

Loadmor Deliveries is currently not registered for Value-Added Tax (VAT). VAT will only be charged if and when Loadmor becomes VAT-registered, in accordance with South African tax legislation.

### **Disputed Payments**

Any dispute regarding an invoice or charge must be raised within 5 working days of receipt. Failure to do so shall constitute acceptance of the invoice as accurate.

### **Service Fee**

In addition to delivery charges, Loadmor applies a service fee as displayed at the time of booking.

The service fee contributes to:

- Technology and platform usage (booking, tracking, notifications, and POD systems);
- Driver coordination and fleet management;
- Customer support, administration, and operational overheads.
- Service reliability, compliance, and quality assurance.

The service fee forms part of the total quoted price and is payable in advance unless otherwise agreed in writing.

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## **10. Weight & Size Categories**

Parcel weight and size categories are clearly displayed during the booking process and form part of the final quoted price. Any surcharge for oversized or overweight items will be communicated to the Customer before booking confirmation.

Loadmor reserves the right to reclassify a parcel if the declared weight or dimensions are inaccurate. Any price adjustment will be communicated to the Customer prior to delivery.

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## **11. Use of Subcontractors / Independent Drivers**

- Loadmor may use vetted subcontractors or independent courier partners to fulfil deliveries.
  - All subcontractors operate under Loadmor's operational standards and policies.
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## **12. Liability**

Loadmor is not liable for:

- Loss or damage due to improper packaging or concealed damages.
- Misrepresentation of parcel contents, its nature, or value i.e., Any deliberate or negligent declaration of a declared value that is lower or higher than the parcel's actual retail or replacement value.
- Delays caused by weather, traffic, strikes, or force majeure events.
- Loss or damage to items not being insured/protected or declared.
- Damage to prohibited or excluded items.
- Loss of profits, income, or indirect damages.

Loadmor's liability for loss or damage to insured Parcels is limited to the declared value of the parcel/Parcel.

### **Limitation of Liability**

Loadmor's total liability for any loss, damage, or claim—whether in contract, negligence, or otherwise – shall not exceed the lesser of:

- (i) The declared value of the parcel, or
- (ii) R1,000.

Loadmor shall not be liable for any indirect, consequential, or economic loss, including loss of income or profit.

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### **13. Indemnity**

The Customer indemnifies and holds Loadmor harmless against any claims, losses, damages, or costs arising from:

- (a) The Customer's breach of these terms
  - (b) misdescription or illegal contents of any Parcel, or
  - (c) violation of any law or regulation during use of the Services.
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### **14. Force Majeure**

Loadmor shall not be liable for any delay or failure to perform its obligations due to events beyond its reasonable control, including but not limited to natural disasters, weather conditions, road closures, strikes, power outages, or acts of government.

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### **15. Insurance Disclaimer and Parcel Protection**

Loadmor is not an insurer. Optional parcel protection only applies if explicitly purchased, and Loadmor's responsibility is limited to the amount declared and accepted for coverage.

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### **16. Data Protection & POPIA**

Loadmor complies with the Protection of Personal Information Act (POPIA).

We collect only essential information for service delivery and do not sell personal data.

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## **17. Delivery Policy**

### **Service Area**

Loadmor Deliveries currently operates within a 130 km radius of its service hub. Deliveries beyond this range may be subject to special arrangements or quotations.

### **Delivery Times**

All delivery times provided are estimates based on distance, vehicle availability, and traffic conditions. While Loadmor strives to meet all expected delivery times, no guarantee is made unless confirmed in writing.

### **Local & Regional Courier Model**

Loadmor Deliveries operates primarily as a local and regional courier service, prioritising speed, direct delivery, and service reliability. Our services are designed as an alternative to economy or consolidated courier models that operate on extended delivery windows.

Customers acknowledge that Loadmor's pricing reflects a premium for faster turnaround times, reduced handling, and personalised service within its defined service areas.

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## **18. Intellectual Property**

All content, trademarks, images, and logos on Loadmor's website and marketing materials are our property or used under license. You may not reproduce, modify, or distribute our content without permission.

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## **19. Termination**

Loadmor may terminate or suspend your access immediately if:

- You breach these terms.
  - You provide fraudulent or false information.
  - Your actions threaten the integrity, security, or operation of our services.
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## **20. Website Disclaimer**

The information provided on Loadmor's website is for general informational purposes only. While Loadmor strives to keep content accurate and up to date, Loadmor makes no representations or warranties, express or implied, regarding:

- The completeness, accuracy, reliability, or suitability of any information or materials on the site.
- The continuous availability or functionality of the website.
- Any implied warranties of merchantability or fitness for a particular purpose.

All content, including pricing, service descriptions, and availability, is subject to change without prior notice.

### **External Links**

Loadmor's website may contain links to third-party websites for convenience or reference. Loadmor Deliveries (Pty) Ltd does not endorse, control, or take responsibility for the content, security, or privacy practices of any external sites. Users are encouraged to review the Terms of Service and Privacy Policies of third-party websites before interacting with them.

## **No Professional Advice**

Information contained on Loadmor's website does not constitute professional, legal, business, or operational advice. Users should consult Loadmor Deliveries directly for specific service or pricing information before making any business decisions.

## **Security & Data Protection**

While Loadmor implements reasonable technical and organizational measures to secure its systems, we cannot guarantee the absolute security of any data transmitted online. By using Loadmor's website, you accept that internet-based communication carries inherent risks.

For more information, refer to our Privacy Policy.

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## **21. Dispute Resolution & Jurisdiction**

Any dispute shall first be referred to mediation in good faith before either party initiates formal legal proceedings. Jurisdiction shall lie exclusively in the Magistrates' Court of Durban, KwaZulu-Natal, and these Terms shall be governed by the laws of the Republic of South Africa.

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## **22. Consumer Protection Act Compliance**

These Terms are subject to the Consumer Protection Act where applicable. Nothing in these Terms is intended to limit the Customer's statutory rights under the Act.

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## **23. Customer Complaint Policy**

### **Commitment**

Loadmor Deliveries values customer satisfaction and is committed to resolving all service-related concerns quickly, fairly, and transparently.

## How to Submit a Complaint

Customers may submit complaints through any of the following channels:

**Email:** [info@loadmor.co.za](mailto:info@loadmor.co.za) or

**Phone:** 061 225 3428

## Complaint Procedure

1. **Acknowledge:** All complaints will be acknowledged within 2 business days.
2. **Investigate:** The complaint will be reviewed and investigated by management within 5 business days.
3. **Resolve:** A formal response or resolution will be provided within 10 business days of receipt.
4. **Escalation:** If unresolved, the customer may escalate the complaint to the Information Officer.

## Reporting Timeframe for Damages

Damage, service failure, or delivery-related complaints must be reported within 48 hours of delivery.

## Contact for Escalation

**Information Officer:** Siebertson Qalaba

**Email:** [Siebertson.Qalaba@loadmor.co.za](mailto:Siebertson.Qalaba@loadmor.co.za)

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## **24. Severability**

If any provision of these terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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## **25. Additional Provisions**

**Delivery Times:** Delivery times are estimates only and not guaranteed unless expressly confirmed in writing.

**Parcel Inspection:** Loadmor reserves the right to open and inspect any parcel if required by law or security concerns.

**Digital Acceptance:** By booking online, the customer is deemed to have read and accepted these terms electronically.

### **Referral Programme**

Loadmor Deliveries may, from time to time, offer a referral programme to reward customers who successfully refer new customers to our Services.

Referral programme terms are as follows:

- Referral rewards, credits, discounts, or incentives will be communicated via the Loadmor website, marketing materials, or direct communication.
- Referral benefits apply only once the referred customer completes a qualifying delivery and full payment has been received by Loadmor.
- Referral rewards are non-transferable, have no cash value unless expressly stated, and may not be exchanged for cash.
- Loadmor reserves the right to verify referrals, decline fraudulent or self-referrals, and withhold rewards where abuse or manipulation of the referral program is suspected.
- Referral rewards may be subject to minimum spend thresholds, expiry periods, or usage limits, as communicated at the time of the promotion.
- Loadmor reserves the right to modify, suspend, or terminate the referral programme at any time without prior notice.

Participation in the referral programme constitutes acceptance of these Terms and any additional referral-specific rules communicated by Loadmor.

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## 26. Amendments to Terms

- Loadmor may update these terms at any time.
  - Changes take effect immediately upon posting on our website. Continued use of our Services constitutes acceptance of updated Terms.
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## 27. Contact Information

Please feel free to contact us on the following channels:

**Email:** [info@loadmor.co.za](mailto:info@loadmor.co.za)

**Telephone:** 061 225 3428

**Website:** <https://www.loadmor.co.za>

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By using Loadmor's Services, you acknowledge that you have read, understood, and agreed to these Terms of Service.

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