



Loadmor Deliveries (Pty) Ltd – 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.

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.

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.
-

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.
-

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 and Restricted Parcels

The Customer agrees not to send any Parcel that are illegal, hazardous, or prohibited under applicable South African law.

Prohibited Parcel (strictly not accepted under any circumstances) include, but are not limited to:

- Illegal goods or substances (including narcotics and counterfeit Parcel)
- Hazardous or dangerous materials (including flammable, explosive, or toxic substances)
- Stolen goods or Parcel obtained unlawfully.
- Live animals or biological matter

Restricted Parcel may be accepted only with prior written approval from Loadmor Deliveries and may be subject to additional conditions, limitations, or refusal at Loadmor's discretion. These include, but are not limited to:

- Tobacco products
- Alcohol
- Perishable goods (including food Parcel)
- High-value Parcel (e.g. electronics, jewellery)
- Fragile or sensitive Parcel

Loadmor Deliveries reserves the right to refuse any Parcel containing restricted Parcel that have not been declared or approved in advance.

The customer remains fully responsible for ensuring compliance with all applicable laws and regulations relating to the transportation of such Parcel.

Loadmor Deliveries shall not be liable for any loss, damage, delay, or legal consequences arising from the transportation or attempted transportation of prohibited or restricted Parcel.

Authority to Ship and Ownership of Goods

The Customer warrants and represents that they are the lawful owner of the Parcel or are duly authorised by the owner to arrange for its transportation.

By booking a delivery with Loadmor Deliveries, the Customer confirms that:

- They have full legal authority to send the Parcel.
- The Parcel is not stolen, unlawfully obtained, or subject to any legal restriction.
- The contents comply with all applicable laws and regulations.

Loadmor Deliveries shall not be liable for any loss, damage, delay, seizure, or legal consequences arising from the transportation of any Parcel that is found to be unlawfully obtained, misrepresented, or shipped without proper authority.

The Customer agrees to indemnify and hold Loadmor Deliveries harmless against any claims, damages, losses, or legal actions arising from a breach of this clause.

Right to Refuse High-Risk or Non-Compliant Parcels

Loadmor Deliveries reserves the right, at its sole discretion, to refuse, decline, or cancel the collection, transportation, or delivery of any Parcel that is deemed to be high-risk, unsuitable, or non-compliant with these Terms.

This includes, but is not limited to:

- Parcels of exceptionally high value without appropriate declaration or protection
- Fragile or inadequately Packaged Parcels
- Parcel likely to be damaged during standard handling or transit.
- Parcels that pose a safety, legal, or operational risk
- Parcels that are incorrectly declared or misrepresented

Loadmor Deliveries shall not be liable for any loss, damage, or delay arising from the refusal to accept or transport such Parcels.

Where a Parcel is refused after collection due to non-compliance, Loadmor may return the Parcel to the sender at the Customer's cost.

5. Packaging Requirements

Customers must ensure that:

- Fragile Parcel 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.

6. Declared Value, Parcel Protection and Liability Coverage

Customers may declare a value for the Parcel and purchase optional Parcel Protection at the time of booking.

Unprotected Parcels

Where no Parcel Protection is purchased, the customer acknowledges and agrees that Loadmor Deliveries' liability for any loss, damage, or delay shall be limited in accordance with Section 12 (Limitation of Liability) and shall not exceed the maximum amount specified therein.

Protected Parcels

Where Parcel Protection is purchased and a declared value is accepted by Loadmor Deliveries, liability for loss or damage shall be limited to the declared value of the Parcel, subject to verification, supporting documentation, and compliance with these Terms.

In all cases, failure to accurately declare the contents or value of the Parcel, or failure to comply with packaging and other requirements, may result in the rejection or reduction of any claim.

Loadmor Deliveries is not an insurer, and Parcel Protection is subject to specific terms, conditions, and limitations as communicated at the time of booking.

Claims Procedure

1. **Notification:** Notify Loadmor within 48 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 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 in and responsibility for the Parcel shall transfer as follows:

1. **Collection by Loadmor**

Risk passes from the Customer to Loadmor Deliveries once the Parcel has been physically collected and recorded (via scan, photo, or system entry) by a Loadmor driver or authorised representative.

2. **Handover to Courier Partner**

Where a third-party Courier Partner is used, risk transfers from Loadmor Deliveries to the Courier Partner at the point the Parcel is handed over for onward transit.

3. **Final Delivery**

Risk transfers from Loadmor Deliveries or the Courier Partner (as applicable) to the Customer or designated recipient upon successful delivery, confirmed by Proof of Delivery (POD), including signature, OTP, or photographic evidence.

4. **Third-Party Transit Acknowledgment**

The Customer acknowledges that during any period in which the Parcel is in the custody of a Courier Partner, such Courier Partner assumes responsibility for transit in accordance with their own terms and conditions, and Loadmor Deliveries' liability shall be limited accordingly as set out in these Terms.

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

- 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.
- 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 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.

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 Parcel 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.

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.
-

12. Limitation of Liability

To the fullest extent permitted by applicable law, Loadmor Deliveries' total liability for any loss, damage, delay, or claim arising out of or in connection with the Services, whether in contract, negligence, or otherwise, shall not exceed the lesser of:

- (a) the declared value of the Parcel (where such value has been declared and accepted by Loadmor); or
- (b) R1,000 (one thousand South African Rand).

In all cases, liability shall only apply where the Customer has complied with these Terms, including but not limited to proper declaration, packaging, and (where applicable) the purchase of optional Parcel Protection.

Loadmor Deliveries shall not be liable for any indirect, consequential, incidental, or special damages, including but not limited to loss of profit, loss of business, or economic loss.

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.
-

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.

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.

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.

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 by Loadmor Deliveries are estimates only and are not guaranteed unless expressly confirmed in writing by Loadmor Deliveries.

Estimated delivery times are based on factors such as distance, traffic conditions, operational capacity, and third-party courier performance where applicable. These factors may vary and are outside of Loadmor Deliveries' direct control.

Loadmor Deliveries shall not be liable for any delays in delivery, including but not limited to delays caused by traffic, weather conditions, mechanical issues, third-party courier delays, or other unforeseen circumstances.

The Customer acknowledges and accepts that same-day and express delivery services are subject to operational constraints and may be affected by factors beyond Loadmor Deliveries' control.

Use of Third-Party Courier Network and Limitation of Liability

Loadmor Deliveries acts as a logistics facilitator and intermediary and does not operate as a common carrier for all shipments. In fulfilling its services, Loadmor Deliveries may, at its sole discretion, engage independent third-party courier service providers ("Courier Partners") to perform all or any portion of the transportation, particularly for regional and national deliveries.

By utilising Loadmor Deliveries' services, the client expressly acknowledges and agrees that:

a. **Delegation of Services**

Loadmor Deliveries may subcontract, assign, or delegate the handling, transportation, and delivery of Parcels to Courier Partners without prior notice to the client.

b. **Handling of National Deliveries**

For national and long-distance shipments, Parcels will typically be handed over to Courier Partners for main transit between cities or hubs. Loadmor Deliveries may perform first-mile collection and/or last-mile delivery where applicable.

c. **Acceptance of Third-Party Terms**

The client agrees that all deliveries performed by Courier Partners are subject to their respective terms, conditions, limitations of liability, and claims processes, which may limit or exclude liability for loss, damage, or delay.

d. **Transfer of Risk**

Risk in and responsibility for the Parcel shall transfer to the relevant Courier Partner once the Parcel has been handed over to such Courier Partner for transit.

e. **Limitation of Liability**

To the fullest extent permitted by law, Loadmor Deliveries shall not be liable for any loss, damage, delay, non-delivery, or misdelivery arising from or attributable to the acts or omissions of Courier Partners.

Furthermore, Loadmor Deliveries shall not be liable for any indirect, consequential, or special damages, including but not limited to loss of profit, business interruption, or reputational harm.

f. **No Control Over Third Parties**

While Loadmor Deliveries takes reasonable steps to engage reputable Courier Partners, it does not control their operations, handling practices, delivery timelines, or security measures.

g. **Claims Assistance**

Loadmor Deliveries may, at its discretion, assist the client in lodging or facilitating claims with Courier Partners; however, it bears no obligation to resolve or settle such claims and shall not be liable for the outcome thereof.

h. **Indemnity**

The client agrees to indemnify and hold harmless Loadmor Deliveries against any claims, damages, or liabilities arising from the use of Courier Partners, except where caused by Loadmor Deliveries' gross negligence or wilful misconduct.

By proceeding with a booking, the client confirms acceptance of this clause and consents to the use of third-party Courier Partners under these terms.

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.

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.
-

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.

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.

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.

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 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.

Customers may report any of the above through any of the following channels:

Email: info@loadmor.co.za or

Phone: 061 225 3428

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.

25. Additional Provisions

Entire Agreement

These Terms and Conditions constitute the entire agreement between Loadmor Deliveries and the Customer in relation to the Services and supersede all prior agreements, discussions, representations, or understandings, whether written or verbal.

No employee, driver, agent, or representative of Loadmor Deliveries has the authority to alter, amend, or waive any provision of these Terms unless such change is confirmed in writing by an authorised representative of Loadmor Deliveries.

The Customer acknowledges that they have not relied on any statement, promise, or representation not expressly set out in these Terms when using the Services.

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.

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.
-

27. Contact Information

Please feel free to contact us on the following channels:

Email: info@loadmor.co.za

Telephone: 061 225 3428

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

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

© 2026 Loadmor Deliveries (Pty) Ltd | www.loadmor.co.za