

Terms & Conditions of Service

Special Envoy Xpress CC – Xpress Division

Terms and Conditions of Carriage

1. Introduction

These Terms govern all transport, delivery, and logistics services provided by **Special Envoy Xpress CC (“the Company”)**. By engaging our services, you (“the Customer”) agree to these Terms.

2. Consignments

- 2.1. All consignments are accepted at the Customer’s sole risk unless otherwise agreed in writing.
 - 2.2. The Customer warrants that all consignments are safely and appropriately packaged, labelled, and declared.
 - 2.3. Dangerous or prohibited goods will not be accepted unless pre-approved in writing.
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3. Payment Terms

- 3.1. All invoices are COD
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4. Insurance, Liability & Risk

- 4.1. The Company will take all reasonable precautions to ensure safe and timely delivery of goods.
- 4.2. All consignments are carried at limited liability unless otherwise insured by the Customer.
- 4.3. Our total liability (if any) shall not exceed **R1 000 per consignment**, unless additional insurance is purchased and confirmed in writing.
- 4.4. The Company shall not be liable for indirect or consequential losses, including but not limited to loss of profits, contracts, or goodwill.
- 4.5. We are not liable for delays caused by strikes, extreme weather, acts of God, hijackings, or third-party failures.

5. Claims & Excess Structure

5.1. Claims for loss, damage, or hijacking must be submitted in **writing within 7 (seven) days** of delivery (or expected delivery).

5.2. All claims are subject to the following **excess structure**, applicable to claims up to **R50 000.00**:

Declared Value of Goods	Applicable Excess
Up to R5 000.00	R500.00
Up to R15 000.00	R1 500.00
Up to R25 000.00	R2 500.00
Over R25 000.00	10% of claim (Minimum R5 000.00)
Hijacking or Similar Events	15% of claim (Minimum R1 000.00)

5.3. **Note:** For any claims **above R50 000.00**, the **current policy excess structure** will apply as governed by our insurer's terms. Please request a copy of the applicable excess schedule if needed.

6. Dispute Resolution

6.1. Any disputes must first be addressed through direct **negotiation** between the parties.

6.2. If unresolved, the matter shall be referred to **mediation or arbitration in Johannesburg**, in accordance with South African commercial arbitration guidelines.

7. Confidentiality & Privacy

7.1. All customer information is treated as confidential and handled in accordance with the **Protection of Personal Information Act (POPIA)**.

7.2. We take reasonable steps to secure data against unauthorized access, disclosure, or loss.

8. Governing Law

These Terms are governed by and interpreted in accordance with the **laws of the Republic of South Africa**.

6.2. The Company shall not share or misuse customer data and will implement reasonable safeguards.

7. Insurance

7.1. Insurance is available on request and at the Customer's cost.

7.2. Unless specifically requested in writing, no insurance shall be arranged by the Company on behalf of the Customer.

7.3. The Company shall not be responsible for denied insurance claims or policy exclusions.

8. Right of Lien

The Company reserves a lien over any goods for unpaid charges and may sell such goods after due notice.

9. General

9.1. No relaxation or delay by either party shall constitute a waiver.

9.2. These Terms are governed by the laws of the Republic of South Africa.

9.3. If any clause is unenforceable, the rest shall remain in effect.