



Conditions of carriage

All business undertaken by Legal Courier Services Couriers cc is subject to the following Terms and Conditions:

For the purpose of the paragraphs set out below

- 1.1 "the COURIER" shall mean Legal Courier Services(LCS) and shall include any of its agents, sub agents, or associate companies.
- 1.2 "the CARRIAGE" shall mean all forms of carriage and related activities undertaken by the COURIER on behalf of clients.
- 1.3 "the CLIENT" shall mean the party reflected on the waybill, the credit application and or signed contract as the sender of the documents and or goods.
- 1.4 "the WAYBILL" shall mean the COURIER's official Dispatch note generated online.
- 1.5 "the APPLICATION" shall mean the instruction created online using www.legalcourieronline.co.za by a specific user, for a specific client , for a specific service reflecting a unique tracking number.
- 1.6 The term "OVERNIGHT" shall mean collection of consignment followed by a delivery of same the following working day during standard office hours.
- 1.7 The term "SAME DAY" shall mean collection and delivery of consignment within the same working day
- 1.6 The term "URGENT" shall mean a delivery service that is to be actioned or completed by a certain time specified by the client whereby standard business (08:00 – 16:30) hours are not suitable. A dedicated messenger will be dispatched specifically for this consignment.
- 1.7 The "USER" shall mean a CLIENT representative who has registered on the COURIER online portal
- 1.8 The term "SUBSCRIPTION" refers to an agreement between the CLIENT and COURIER whereby services are rendered monthly at an agreed fixed monthly rate.
- 1.9 The term "CONSIGNMENT CREDITS" is a unit which makes up a SUBSCRIPTION package

2. USE OF THIRD PARTY

2.1 All local deliveries, shipments and or consignments will be delivered solely by a messenger and or Legal Courier Services representative. The below will only apply to shipments leaving the Province or area of delivery. Regional and Outlying Area transit times vary according to location and such areas may only be serviced on certain days of the week. CLIENT may request more information from the COURIER regarding estimated delivery times.

2.2 The COURIER will in its sole discretion select the methods of transportation and handling to be used in the CARRIAGE of the goods. The COURIER does not warrant that the CLIENT'S request as to "service options" or "special instructions" as detailed in the WAYBILL, will result in any specific method of transportation of the goods being employed by the COURIER.

2.3 If the COURIER uses the services of a third party in respect of the transportation of the goods, only those conditions of carriage imposed by that third party which are more favorable to the CLIENT and are not less favorable to the COURIER than the conditions contained herein shall apply to the CARRIAGE by the nominated third party.

2.4 Use of third party will apply when a consignment is required to be delivered or court process carried out in another province or country to collection address. A National delivery / Cargo charge will apply on each travel leg applicable to carry out requested service.

2.5 Insurance on consignments may be requested at 1.5% of the declared value. Liability cover does not include glass items, artwork, insufficiently packaged items or items valued at over R15 000. Special insurance items may be arranged.



3. GENERAL

3.1 Below terms are applicable to major towns and cities falling within major daily routes. Far lying South, North, East & Western areas may not apply to the below. Please contact your agent to confirm your cut off booking times for overnight and Same Day services for your area.

3.2 All services are handled as an **overnight delivery service**. If service in a local area is **booked by 14:00** a same day collection will be possible and delivery effected the following working day. In the cases where an Overnight service is not suitable a **same day service may be booked by 10:00**. Same day delivery will be effected by 16:30 the same day. In the cases where a delivery by 16:30 is not suitable and delivery must take place on the same day but by a specific time an additional urgent surcharge will be applicable.

3.3 Consignments should be ready at the time of collection by the sender. The COURIER will allow for 10 minutes before extra time will be billed to the CLIENT at a rate of **R95 every 15 minutes waiting**.

3.4 All consignments excluding court processes are quoted to include a weight of up to 2Kg. Any consignments exceeding the weight of 2Kg will be billed a surcharge per kilogram as per the COURIER price list.

3.5 All consignments are hand delivered door-to-door and door-to-counter in the event of a Court. The firm is to provide LCS with the necessary contact details for the recipient who do not operate from an office and may work remotely, this will include access codes for Estates. All services are carried out as Overnight Services only which means collection will take place once per day and delivery the following working day for a specific package. Included stamped file copies or Returns will be returned to the client the following working day of which the firm's reception will be required to acknowledge receipt of same. Any Same Day or Urgent deliveries will carry a surcharge. These will need to be marked as such by the user. All consignments for any of the packages must be ready for **collection before 14:00**.

3.6 Cancellation of any services must be actioned within a reasonable timeframe before a messenger has been dispatched to the CLIENT'S area for collection, failing which a **cancellation surcharge** will apply unless an urgent service was booked then urgent surcharge will still apply. If any service is cancelled once the LCS messenger has left the firm's premises the documents will be returned the following working day and an overnight service fee will apply.

3.7 All communication regarding follow ups, tracking and bookings will only be conveyed on www.legalcourieronline.co.za. Any other queries may be forwarded to support@legalcourier.co.za.

4. SERVICES

4.1 The COURIER will do whatever necessary to ensure delivery to the respective address in the stipulated time frame. If however the documents are refused, documents will be returned to the sender with a valid reason for non-delivery and same will be recorded and notification sent online.

4.2 If non-delivery is due to an outstanding invoice with a Sheriff the COURIER may upload the outstanding Sheriff invoice online and return to the Sheriff's Office once proof of payment has been received whereby a **return service surcharge** will be billed. If the recipient has moved addresses and an alternative address is provided the COURIER will attempt a 2nd delivery and a **return service surcharge** will be billed.

4.3 The firm is to ensure that each document carries a duplicate front page in the event of return. One consignment is required for each Sheriff delivery. All references and number of matters must reflect on the application waybill. One application is considered one consignment.



4.4 The request for upliftment of court files. The COURIER will do whatever necessary to request the court file, complete the necessary forms issued by court to locate a file. However in the event that a file cannot be located due to the misplacement of this file the charges applicable will still remain due. THE COURIER however is obligated to provide The CLIENT with sufficient proof that the correct process was followed and follow up procedures were carried out which covers and includes application and **three consecutive follow ups at relevant court.**

4.5 Master of the High Court. The COURIER will do whatever necessary to request the court file, complete the necessary forms issued by court to locate a file. However in the event that a file cannot be located due to the misplacement of this file the charges applicable will still remain due. The COURIER however is obligated to provide The CLIENT with sufficient proof that the correct process was followed and follow up procedures were carried out which covers and includes application and **ten consecutive follow ups over a period of three months at relevant court.** The CLIENT is to inform the COURIER in the event that The Master posts or emails the requested documents to the CLIENT directly. If the CLIENT fails to reply to the COURIER regarding an outstanding request or query the COURIER may close the application after three months whereby fees are still due in full.

4.6 All consignments that require a new case number, a court date, stamped file copy return or query will be communicated, updated and uploaded online and an email notification will be sent advising the user/sender. Any service changes, special instructions must be communicated in writing online. The COURIER will not be held liable for any changes conveyed verbally to any COURIER representative that is not recorded online.

4.7 Deeds offices. Delivery will take place between 09:00 and 10:00. The firm is to ensure that LCS receives the contact mobile number for the specific recipient. The firm is to book separately online if there are any collections from the recipient to be returned to the firm's office. All consignments will be collected and returned to the registered address of the firm only. The number of matters in one consignment is limited to a weight of 2 Kg and any additional weight will be charged at the rate per kilogram. All references and number of matters must reflect on the application waybill. One consignment delivery and or one consignment collection per day limited to 2Kg each.

4.8 Bank Panel packages include Standard Bank 5 Simmons Street JHB CBD, FNB Bank Mineral Crescent Crown JHB, Nedcor Bank Constantia Kloof and ABSA Auckland Park. All collection instructions must provide a contact person. One consignment must be created per bank per day. All references and number of matters must reflect on the application waybill.

4.9 Service of documents on another law firm will require 2 consignment credits for the same matter which will include collection, service and return of the original documents and standard delivery will require one consignment only. One consignment will ensure an overnight delivery to any other law firm within the same province up to 2Kg. Legal Delivery to Law firm Consignments are limited to one case number per consignment where serving must take place. The same rules applied to High court and Magistrate's court's matters that one consignment be used per case number or per matter where the parties are the same. The Court package referred to includes the collection, filing and return of documents to the firm's office or the collection, issuing and return to the firm's office. Any bookings done which do not form part of the chosen premium package will be charged separately on an account as per standard price list assigned.

5. DANGEROUS / HAZARDOUS GOODS

5.1 THE COURIER does not accept Dangerous Goods for carriage



5.2 If in the opinion of the COURIER is that any goods, whether they have been declared as dangerous or not, become a danger to any person or property, the COURIER shall be entitled immediately and without notice to the CLIENT to dispose of the Goods in question or to take such steps in its sole discretion deems prudent to avert danger. In such event the company shall:

5.2.1 not be liable under any circumstance for any loss or damage (whether direct or indirect or consequential) sustained by the CLIENT as a result of such disposal or other steps; and

5.2.2 still be entitled to recover from the CLIENT its remuneration for the carriage of those goods together with any costs incurred by it in disposing of them or taking other steps.

5.2.3 Unless otherwise agreed to in writing, the CLIENT warrants that the Goods are fit to be carried in the ordinary way and are not dangerous.

5.2.4 Unless otherwise agreed to in writing by management, the Company shall not handle any dangerous, corrosive, noxious, hazardous, flammable or explosive Goods or any Goods which in its opinion are likely to cause damage.

5.2.5 The CLIENT hereby indemnifies and holds harmless the COURIER against all loss, damage, injury, howsoever caused, arising out of the carriage of the Dangerous Goods for carriage whether declared as such or not or disposed of.

6. NON-DELIVERY & LOSS

6.1 If the COURIER is unable for any reason to effect delivery of the goods, reasonable steps will be taken to return the goods forthwith to the CLIENT whereby a return surcharge will be charged for the additional service if non-delivery was due to incorrect address or incorrect documents.

6.2 The CLIENT shall be responsible for the costs of carriage, attempted delivery and/or return of the goods. The COURIER cannot be held liable for non-delivery due to circumstances beyond their control such as but not limited to strikes, riots, political rallies, traffic, bad weather, loadshedding, incorrect address or if addressee has moved from the given address.

6.3 All documents and parcels are handed to courier at owners' and or sender's own risk. Any goods and or packages that a consignee and or receiver refuse to accept will be returned or left on the property and an affidavit be drawn up at the clients' request at a fee of R145 + vat.

6.4 The COURIER shall not be held liable for failure to deliver due to incorrect, incomplete, late submission or missing client's instructions. If CLIENT cancels the service after the consignment has been collected a standard overnight delivery will apply, be returned the following working day and be charged accordingly. If CLIENT cancels an URGENT service after the consignment has been collected a standard Overnight delivery will apply, be returned the following working day and be charged for an overnight collection and the URGENT surcharge will still apply.

6.5 The COURIER accepts no liability for loss of or damage caused to cellular phones, Laptops or other electronic equipment unless the said items were insured at a fair value at the time of booking .

6.6 The CLIENT will hand THE COURIER any and all documents, applications, parcels and files at their own risk.



7. SURCHARGES

7.1 Fuel Surcharge: No separate fuel surcharges are charged or billed and are included in all service fees.

7.2 Additional Weight: All standard fees appearing on LCS price schedule will be standard for the first 2kg. Thereafter a fee per kilogram will be charged with the exception of court processes.

7.3 Handling / Operating Fees: No separate handling or operation fees are charged or billed except for additional copies required by a client on request.

7.4 Outlying Delivery Charges: All main areas are billed at the standard rate. The only exceptions would include Informal settlements/townships/farms and mines which will be charged a township surge charge.

7.5 National Delivery Surcharge: All consignments which require a legal process in another province to collection and return will be charged a National Main delivery fee. These apply to Western Cape, Kwa Zulu Natal and Bloemfontein.

8. WEBSITE TERMS AND USAGE

8.1 The instruction from the CLIENT to the COURIER in respect of any carriage shall be made on the COURIER's official waybill form duly completed online and tendered with the goods. No other instruction, whether verbal or written, shall be binding on the COURIER. No employee of the COURIER is authorized to vary this condition.

8.2 Should the instruction be cancelled same should be done online and before any messenger has been dispatched to the particular address. Cancelling in time will result in service being closed and completed at a cost of zero rand and will be confirmed in writing online.

8.3 Each user is to make use of their own login details and not that of a colleague as all correspondence relating to that application will be sent to the login details used. Any and all correspondence will be carried out using the Legal Courier Online system only. All instructions received must be completed online at www.legalcourieronline.co.za. All clients must provide their users with the necessary login access and therefore by doing so authorizes the access to all users. The CLIENT should ensure that users that have left their firm are deactivated from using the system and that new users are invited accordingly.

8.4 Each CLIENT will receive notification regarding the implementation of the COURIER online system. All clients will receive online communication regarding the use of the system for booking purposes.

8.5 It is the responsibility of the CLIENT to ensure that they have received sufficient training or ensure that they do. The COURIER must ensure that they are available to offer online training as soon as possible. Should the CLIENT not be sure of any process online to contact the COURIER for immediate assistance.

8.6 It is the responsibility of the USER to ensure that all bookings are loaded correctly using the online system and that all relevant reference file codes, case numbers, special instructions and any other applicable information is recorded. The COURIER takes no responsibility for incorrect, incomplete online applications completed by any COURIER representative on behalf of THE CLIENT.

8.7 Legal Courier Services operates with the aid of www.legalcourieronline.co.za An Online Management system used for the booking, follow up, proof of delivery of all consignments. It is a requirement that all bookings are completed online prior to the collection of any consignments. All Proof of deliveries will be uploaded online following the final delivery. Proof of Delivery, Messages and any comments or notes will be sent directly to the user who logged the booking. Message notification will be sent via email.



8.8 The firm will authorize certain 'users' access to LCS Online system. A 'user' is a member of the firm's staff who has been granted access to use the LCS Online system. It is the responsibility of the firm to ensure that all relevant information, references and instructions are completed. It is the responsibility of the user to ensure that the correct services are selected when selecting a 'subscription service'. Incorrect booking will need to be brought to LCS's attention within 5 days of any error.

8.9 In order to verify any costs a client may request a quotation prior to confirming any booking. A charge may only differ should the address entered be incorrect or a weight exceed 2Kg not initially be disclosed.

8.9 Group or one-on-one Training is available as per request via Teams or Zoom meeting.

9. ACCOUNT TERMS

9.1 The CLIENT shall remain responsible to the COURIER for all charges until they are paid. The COURIER shall not collect any cash at the time of delivery and no employee of the COURIER is authorized to do so.

9.2 Any amounts payable by the Sender to the COURIER shall be paid into the account of the COURIER through a debit order, direct transfer or deposit without deduction or set off according to their terms.

9.3 It is The CLIENT'S responsibility to settle all monies due to the COURIER. Any query regarding the amounts owed to the COURIER, the CLIENT must bring this to the attention of the COURIER'S account's department within 14 days of the statement / invoice date otherwise it will be accepted and understood that the invoice / statement is correct and all monies due and owing will be paid to the COURIER accordingly. Outstanding invoices may incur interest of between 3% and 5% per month from the month in which debt is incurred. In the event that the COURIER seeks legal assistance with debt recovery from a client, the CLIENT may be held liable to pay all legal fees for the recovery of fees and interest due.

9.4 Legal Courier Services reserves the right to bill the client a month or two after goods have been delivered. Should such a scenario arise, the client has full authority to request for a copy of the waybill.

9.5 The charge to your account will not vary from your Price list unless it falls under a Farm/Township, another province, there is a request for Urgent service or the item exceeds the standard quoted 2Kgs as per standard price list. In all Cases the COURIER will communicate the additional charges via the online messaging system.

9.6 It is the CLIENT'S responsibility to ensure a reference is used for Billing purposes which is for the CLIENT'S benefit and not the responsibility of the COURIER to ensure that a reference is completed. The COURIER cannot be held liable for Online applications created without an office reference and or file code.

9.7 Invoices are sent electronically for the CLIENT to download Online. Statements are sent electronically. The COURIER cannot be held liable for failure to download these documents due to CLIENTS firewalls blocking these links and electronic emails.

9.8 The COURIER may increase service fees annually between 6 – 10% notwithstanding market related challenges which could prove to be in excess of this, providing one calendar months' notice

9.9 The CLIENT hereby consents to the jurisdiction of the Magistrate's Court in terms of Section 28 of the Magistrate's Court Act, No 32 of 1944 as amended, for all claims that the COURIER may have against the CLIENT.



9.10 This clause does not preclude the right of the COURIER to institute any action in the Supreme Court of South Africa. This agreement constitutes the sole record of the agreement between the parties. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. No addition to, variation of, or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties. No relaxation or indulgence which any party may grant to any other shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

9.11 The COURIER's charge for its services are set out in the COURIER's official tariff document. A copy of this document is available on request at any time. Customs and other statutory payments made by the COURIER on behalf of the CLIENT, including, but not limited to, import duty, surcharge, or Value Added Tax, shall be charged to the CLIENT and proof of expenditure shall be made available by the COURIER at the CLIENT's request.

PAYMENT OPTIONS

10. CASH CLIENT

10.1 Any client may register on www.legalcourieronline.co.za. If no account is applied for the client will be recorded as a cash client by default. All bookings will be quoted first and require full payment via a secure pay gate before any consignment is collected or delivered. It is necessary that the client ensures that the correct instruction, weight and address is captured for quoting purposes to avoid any amendment or additional fees.

11. PAY AS YOU GO

11.1 Client must ensure that the CLIENT has sufficient funds available in order to cover any deliveries booked. A top up value is at the discretion of the CLIENT and once credit is exhausted no further bookings can be made on account until such time that there is more credit available. All further bookings will be available on quotation which can then be paid separately until such time as there is again sufficient credit to utilize the account facility.

12. SECURITY DEPOSIT PAID

12.1 A security deposit to the equivalent value of two months invoices is paid up front. The security deposit is not used against the debt and only utilized to offset against any debt unpaid or refunded on cancellation. CLIENT is required to increase the security deposit should same not be sufficient to cover two months invoice usage. Should the security deposit be less than the current outstanding balance all bookings will revert to quotations to be settled separately until such time that the account has been paid or deposit increased.

13. SUBSCRIPTION

13.1 SUBSCRIPTION PACKAGES are available in package sizes of 10, 20, 50, 100 and 200 consignment credits. SUBSCRIPTION services are completed as local overnight deliveries only to all destinations listed below. SUBSCRIPTION packages may be upgraded with a full 30 days' notice or downgraded or terminated with a full 60 days' notice period by sending notice in writing to subscription@legalcourier.co.za. All subscription fees and additional fees are paid by means of a pre-approved debit order.

13.2 The CLIENT may request that a stamped file copy be obtained and returned as an additional service. The CLIENT is required to book such online and attach a duplicate file copy to the consignment which can be stamped and uploaded online and a return surcharge will apply.



13.3 The CLIENT may require a particular subscription service in another province to the collection and return address. In this case a national/cargo surcharge will apply for additional air transport.

13.4 Any "SUBSCRIPTION" credits that are not fully utilized are lost at the end of any calendar month. A CLIENT may book remaining credits for a future date before the end of the calendar month. Any additional credits used once subscription package is exhausted will be billed according to the price list applicable to that SUBSCRIPTION package. Should a client not utilize the paid credits it is advised that the client downgrade to a smaller subscription package or cancel all subscription and revert to a non-subscription service.

13.5 The CLIENT will be billed for a SUBSCRIPTION package monthly and any additional surcharges will be billed separately also via debit order. Surcharges may include additional weight, cargo, disbursements or return fees.

13.6 The CLIENT may require a particular service to be attended to Same Day or Urgently which will incur the additional surcharge and will be billed separately.

13.7 All collections and deliveries must be booked online between 07:00 - 14:00 to arrange for timeous collection from your offices.

13.8 All collections and or Deliveries will be collected and or delivered to your offices as per your registered online office address.

13.9 The CLIENT is to ensure that the correct subscription choice for subscription services is selected. Any incorrect selection may result in additional charges. Any unpaid accounts may result in services being withheld.

Netcash Debit Order for Subscription services only

I agree and authorize that should the usage exceed the number of services/deliveries included in the Monthly Subscription package agreement then an additional debit order will be debited to include these additional services and or deliveries used.

Term of Contract *until terminated by either party (60 calendar days' notice)

The Legal Courier Services cc Contract

Terms and Conditions

1. Introduction. This document outlines the rights and responsibilities you have with regard to the ability of Legal Courier Services cc to directly debit your nominated bank account or credit card for any instalments or payments due by you under the terms and conditions of this Contract. All communication relating to this Contract are to be sent directly to Legal Courier Services cc. subscription@legalcourier.co.za All queries regarding the provision of the Services should be directed to the Facility.

2. Definitions In this Contract, the words and phrases referred to below are defined as follows:

"Commencement Date" means the date that the Facility provides the Services to the Customer or such other date as agreed by the Facility and the Customer.

"Contract" means these terms and conditions together with the conditions of instruction to accept direct debits.

"Customer" or "you" means the person or party signing this Contract.



“Legal Courier Services cc”, LCS, a company based in South Africa – Phone: 0861265000, Email: subscription@legalcourier.co.za Address: LCS House 3 Dunvegan Avenue Dunvegan 1609.

“Facility” means the organization providing the Services.

“Facility Membership Agreement” means any terms, conditions and contractual agreements made between the Facility and the Customer.

“Services” means the services to be provided by the Facility pursuant to which this Contract relates.

3. This Contract will commence on the Commencement Date and will continue until all instalments and payments due have been paid in full, unless terminated earlier in accordance with clause 4.

4. Early termination. Termination requires 60 day calendar notice. This Contract may be terminated at any time with the agreement of the Facility by sending 60 days calendar notice to subscription@legalcourier.co.za The Customer shall not consider that this Contract has been terminated until such time as termination is confirmed in writing to the Customer by Legal Courier Services cc and/or the Facility to the last address of the Customer that Legal Courier Services cc has on record. Termination of this Contract will also terminate Online access and instruction to accept direct debits.

5. Further customer agreements. The Customer agrees that: (i) Change in Facility details – the Customer’s obligations under this Contract are not affected by a reasonable change in the normal location where the Services are ordinarily provided, a reasonable change in the location of the Facility’s premises, a change in the ownership of the Facility, or a change in the name of the Facility; and (ii) Rights conditional – the Customer’s rights to the Services are conditional upon he or she: (a) complying with any rules and conditions of the Facility relating to the Services; and (b) making any payments required under this Contract when due.

6. Payments. As consideration for receipt of the Services, the Customer agrees to pay the instalment amount at the agreed payment frequency for the term of this Contract. The Customer may alter the payment frequency and/or day to debit by requesting a change with Legal Courier Services cc. However, any changes not affect the total amount of money the Customer would otherwise be required to pay. Should there be any payments in arrears, the Customer authorizes Legal Courier Services cc to debit the outstanding balance in order to bring the account up to date.

7. **Administration Fee. R250** is payable to Legal Courier Services cc by the Customer on signing this Contract. The Customer authorizes Legal Courier Services cc to add any fees owing under this clause, to the initial instalment to be paid by the Customer (as a separate payment or otherwise) or to such other instalments as Legal Courier Services cc may, at its sole discretion, decide. An administration fee is only payable on signing of a new agreement.

8. Late Payment Fee. **A late payment fee of R250** is payable by the Customer to Legal Courier Services cc for each reversal of a payment initiated by Legal Courier Services cc in accordance with this Contract. The Customer authorizes Legal Courier Services cc to add any fees owing under this clause to any future instalments paid by the Customer (as a separate payment or otherwise).

9. Privacy. The Customer acknowledges that: (i) Legal Courier Services cc is entitled to store his or her personal information (whether received from the Customer, the Facility or otherwise) on its systems, and use it for the purposes of administering this Contract, providing its products and services, or offering alternative products and services; (ii) he or she has rights of access to, and correction of, his or her information under the Privacy Act 1988 (Cth); and (iii) Legal Courier Services cc (or the Facility) may contact the Customer for any purpose related to the provision of its products and services.

10. Liability. The Customer agrees that, to the extent permitted by law, neither the Facility, Legal Courier Services cc or any of their related companies, directors or employees will be liable for any direct, indirect, or



consequential injury, loss or damage to the Customer, or to the property of the Customer whatsoever, arising out of or in relation to this Contract.

11. Debt Collection Action. The Customer: (i) authorizes the Legal Courier Services cc to notify any debt collection or credit reporting agency upon default by the Customer in regard to any obligation to pay under this Contract; (ii) agrees to immediately pay the full outstanding balance of the remainder of the payments due, including any current arrears, should a default occur prior to this Contract terminating; (iii) authorizes Legal Courier Services cc to add R2500 to the outstanding debt as its fee for dealing with the default; and (iv) agrees to pay any and all costs incurred as a result of debt collection including the commission, fees and costs charged by any debt collection agency (approximately 25% of the outstanding debt).

12. Contracts Privity. The Customer acknowledges that Legal Courier Services cc has been contracted by the Facility to collect the instalments due under this Contract and the Customer acknowledges that all rights of the Facility pursuant to this Contract are able to be enforced by Legal Courier Services cc as if it were the Facility, without any involvement on the part of the Facility or the consent of the Customer.

13. Entire Agreement. This Contract and the Facility Membership Agreement (as applicable) constitutes the entire agreement, understanding and arrangement (express and implied) between the Customer, the Facility and Legal Courier Services cc relating to the subject matter of this Contract, and supersedes and cancels any previous agreement, understanding and arrangement relating to the subject matter of these arrangements whether written or oral. In the event of any inconsistency between the terms of this Contract and the Facility Membership Agreement that specifically relate to the rights and obligations of the Facility (other than any right to unilaterally vary fees payable), the terms of the Facility Membership Agreement shall prevail.

14. Severability. If any provision of this Contract is prohibited, invalid or unenforceable, that provision will be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Contract or affecting the validity or enforceability of that provision, unless it materially alters the nature or material terms of this Contract.

TERMS AND CONDITIONS OF THE LEGAL COURIER SERVICES CC DEBIT REQUEST (LCS) SERVICE AGREEMENT

1. INITIAL TERMS. Legal Courier Services cc will debit your nominated account for the amounts and at the frequency of payments as agreed between us on the Legal Courier Services cc LCS Contract, authorized and accepted by you.

2. CHANGE OF TERMS. In the unlikely event that the initial terms are to change, they can only do so in accordance with your Contract and we must give you at least 14 days' notice of the changes including if applicable the new amount, new frequency and next debit date.

3. DEFERRING OR STOPPING A PAYMENT. Should you wish to defer a payment to another date you must contact Legal Courier Services cc before the date of that payment to request the deferment. Deferments are entirely at the discretion of Legal Courier Services cc and will depend on the length of deferment, the current state of your account and your past history. You may request us to stop an individual payment however you will still be liable to make this payment by some other method or your account will become overdue

4. ALTERING THE SCHEDULE. Should you wish to alter the payment frequency or Day to Debit, contact Legal Courier Services cc and we, at our discretion, may be able to make the changes you require. Any changes made will not affect the total amount you would otherwise have paid over the minimum term of your Contract.

5. SUSPENDING THE PAYMENTS. Suspension of payments may be possible under the terms of your Facility Membership Agreement.

6. CANCELLING THE PAYMENTS. You can cancel this Direct Debit Request Authority by requesting this of Legal Courier Services cc. Cancellation of the authority to debit your account will not terminate this contract or remove your liability to make the payments you have agreed to.



7. **DISPUTES.** If you dispute any debit payment, you must notify Legal Courier Services cc immediately. Legal Courier Services cc will respond to your dispute within 7 working days and will immediately refund the amount of the debit if we are not able to substantiate the reason for it. If you do not receive a satisfactory response from us to your dispute contact your financial institution who will respond to you with an answer to your claim within 5 business days.
8. **NON-WORKING DAY.** When the day to debit falls on a weekend or public holiday the debit will be initiated on the next working day.
9. **DISHONoured PAYMENTS.** It is your responsibility to ensure that on the due date clear funds are available in your nominated account to meet the direct debit payment. Should your payment be dishonoured, Legal Courier Services cc will debit the amount indicated on the front of this Contract with your next payment and may, if we have not received instructions to the contrary from you, debit both the current due payment and the now overdue payment(s) on the same day. Legal Courier Services cc may debit other fees or costs involved with debt collection in accordance with the terms and conditions of the Contract.
10. **ENQUIRIES.** All enquiries should be directed to Legal Courier Services cc and should be made at least (24 hours) 1 working day prior to the next scheduled debit date.
11. **YOUR OTHER RESPONSIBILITIES.** In addition to those already mentioned, you are responsible for ensuring that your nominated account is able to accept direct debits. If it is not, it is your responsibility to provide Legal Courier Services cc with a new account number.

PRIVACY POLICY

Introduction: Applications Online cc t/a Legal Courier Services cc. takes your privacy seriously. This privacy policy describes how and why we obtain, store and process data which can identify you. We may update this policy from time to time and shall indicate on the web site when changes have been made.

The Information we collect: Information is collected from you when you register with us, or when you contribute to or use some of the advanced features on the site. The information we collect is clearly set out on the web page on which we collect it. See for example our registration page and order form. In addition, we may collect your IP address and use cookies unless you configure your web browser not to accept them.

Consent: The POPI Act requires us to obtain your consent to possess and process your personal information. By agreeing to the terms and conditions mentioned in this policy, or continuing to use this platform or our website, you consent to us having and processing your personal information in line with this policy. You have the right to revoke this consent at any time and request the removal of any of your personal information from our data base. Please keep in mind when requesting the removal of your personal information, that in adherence to your removal request, we will no longer be able to deliver the required service to you when any or all of your personal information has been removed from our data base.

Removal of Personal Information: You have the right to request the removal of your personal information from our data base, however please keep in mind when submitting your request, that we will no longer be able to assist you as required when your personal information has been removed. Any removal request can be sent to subscription@legalcourier.co.za

Why we collect it: We collect information about you so that we can personalize your use of the site, assist your use of the site and improve the site generally. Depending upon your selections for our data protection questions we may arrange for you to be sent information about related products and services from us and carefully selected third parties (see section 4). You may update the answers to your questions at any time.

Who we disclose it to:

We will only pass on information about you as an individual (as opposed to aggregate information) to third parties to enable us to perform services requested by you or with your prior consent.

If you give your consent, we will pass your contact details to third parties who may then occasionally send communications to you to provide information, offers and services that may be of interest to you.

In certain circumstances we may need to disclose information about you if you breach this privacy policy or if you breach the Terms and Conditions. We may also disclose or access your account if required to do so by law or by any Governmental body.



We will only pass on information about you as an individual (as opposed to aggregate information) to third parties overseas to enable us to perform services requested by you.

Data Protection: The preamble to the Protection of Personal Information Bill, 2009 (“POPI”) states that it will regulate, in harmony with international standards, the processing of personal information by public and private bodies in a manner that gives effect to the right to privacy subject to justifiable limitations that are aimed at protecting other rights and important interests. Users of ([https:// legalcourieronline.co.za](https://legalcourieronline.co.za)) acknowledge that Legal Courier Services cc. takes the protection of personal information seriously, and in particular the compliance with data privacy laws such as POPI.

Security: Keeping information about you secure is very important to us and certain sections of the site may encrypt data using SSL or a comparable standard. However, no data transmission over the Internet can be guaranteed to be totally secure. As a result, whilst we strive to protect your personal information, we cannot ensure or warrant the security of any information which you send to us, and you do so at your own risk.

Automated decisions: Parts of (<https://legalcourieronline.co.za>) and our billing process (which is transacted via Pay Gate are automatic and we may process your personal data as part of (<https://legalcourieronline.co.za>) and the billing process.

Accessing and updating your personal information: We will always let you have a copy of personal information we have about you, should you request it, and you may correct it if you wish. Instructions about how to do this are available from subscription@legalcourier.co.za

Questions?: If you have any questions or complaints relating to this Privacy Policy or how we use the personal information we have about you, please contact subscription@legalcourier.co.za

Subscription Service Areas Include: Local Overnight Consignments not exceeding 2Kg.

Deeds Office	Law Society
Bank Panel	Attorney Firms
Sheriff Office	Advocate Chambers
Government Departments	Master of the High Court
Magistrate's Court	Town Council
High Court	Issue at Court
Road Accident Fund	File and Return
CCMA	Issue / Sheriif and Return
Attorney Association	Serve , File Return