

# YAITA TERMS OF SERVICES

Please ensure you read these terms and conditions with care, **taking particular notice of clause 9**, and the terms within it, as that outlines the extent of our liability under these terms and conditions.

Please note all items must be declared with the correct Parcel Value when placing an order. This is the maximum amount that can be claimed in the event of a loss or damage, subject to all other Terms and Conditions and adequate parcel protection being purchased. Should the parcel value be entered as zero, a claim will not be accepted on that booking.

If you have any questions, or don't understand something, just get in contact with us and we'll be happy to help.

## Standard Terms of Contract

### 1. Definitions

- **Yaita** – means Yaita Fulfillment Private Limited,
- **Account funds** – Funds added to a user's account funds to be used on future orders.
- **Parcel** – Individual or packaged items that are handled by Yaita.
- **Cashback** – Promotional scheme offering rebates into a user's account funds to be used on future bookings.

- **Consignment** – Each parcel or group of parcels booked through our website to each individual address.
- **Customer/Sender/User:** The party who books and contracts Yaita to arrange collection and delivery of a parcel/consignment and who is responsible for payment of all Charges associated with each parcel delivery.
- **Consignee/Receiver** – The person who is receiving the parcel/consignment sent through Yaita.
- **Carrier/Third Party** – Our carrier partners who deliver the parcels/consignments booked through Yaita.
- **Collection point** – means the address at which any Parcel/Consignment is to be collected by the carriers.
- **Parcel protection** – This is Transit cover that provides cover against Loss and/or Damage
- **Charges-** All charges payable by the Customer including but not limited to charges for the Carriage, surcharges, storage charges, VAT, taxes, interest, fines, administration charges, duties, Customs duties, levies, compensation premiums and any other amounts properly chargeable by Yaita to the Customer in connection with each parcel delivery or imposed by regulatory bodies in relation to the Consignment(s) and any other amounts payable under these terms.

- **Contract** – The agreement between the Customer and Yaita for provision of services.
- **Delivery point** – means the address to which any Parcel/Consignment is to be delivered by our carriers.
- **Order/Booking** – an order/booking placed on the site between us and the customer.
- **Prohibited Item** – means cannot be carried on any Service.
- **Restricted Item** – means we do not recommend sending and would be at your own risk.
- **Safe Location** – means that the carrier deems this a ‘safe’ area and parcels can be left at the door without a signature. This only applies to certain services to certain areas.
- **Shipping Label/Pro Forma Invoice** – The documentation placed on/with the parcel.
- **The Site** – means [www.yaita.co.zw](http://www.yaita.co.zw)
- **Working Day** – Monday to Sunday from 9am to 9pm within Harare, including public and bank holidays.
- **Us, We or Our** means Yaita Fulfilment Private Ltd, together with its directors, employees any agents subcontractors or couriers acting on its behalf.
- **You** – means the customer who is contracted with us.

## 2. The Site

2.1 Whilst we desire to ensure that the site is available at all times, we shall not be liable if, for any reason, the site is unavailable for any period of time.

2.2 You are permitted to view, print and download extracts from the Site for your own use on the basis that:

- No documents or related graphics on the Site are modified in any way;
- No graphics on the Site are used separately from the corresponding text;  
and
- Our copyright notices and this permission notice appear in all copies.

2.3 Unless otherwise stated, the copyright and other intellectual property rights in all material on the Site (including, without limitation, photographs and graphical images) are owned by us or our licensors.

2.4 No part of the Site may be reproduced or stored on any other website or included in any public or private electronic retrieval system or service without our prior written permission.

2.5 Any information about you that we process will be processed in accordance with our Privacy Policy. By using the Site you consent to such processing.

2.6 The information you provide through this website may be used to contact you for service updates through email and SMS.

2.7 Links to third party websites on the Site are provided solely for your convenience. If you use these links, you leave the Site. We have not reviewed all of these third party websites and do not control and are not responsible for their content or availability. We do not therefore endorse or make any representations about them, or any material found there, or any consequences of using them. If you decide to access any of the third party websites linked to the Site, you do so entirely at your own risk.

2.8 If you would like to link to the Site, you may only do so on the basis that you link to, but do not replicate, the home page of the Site, and subject to the following conditions:

- you do not remove, distort or otherwise alter the size or appearance of any logos used by us on the Site;
- you do not create a frame or any other browser or border environment around the Site;
- you do not in any way imply that we are endorsing any products or services other than our own;
- you do not misrepresent your relationship with us nor present any other false information about it;

- you do not otherwise use any trademarks owned by Yaita (whether these are registered or unregistered) which are displayed on the Site without our express written permission;
- you do not link from a website that is not owned by you; and
- your website does not contain content that we, in our sole discretion, consider to be distasteful, offensive or controversial, in infringement of any intellectual property rights or other rights of any other person or which doesn't otherwise comply with all applicable laws and regulations.

2.9 We expressly reserve the right to revoke this right for breach of the Conditions and to take any action that we deem appropriate.

2.10 You shall fully indemnify us for any loss or damage that we may suffer for breach of this clause.

### **3. Our Obligations**

3.1 Yaita will arrange shipment of the parcel/consignment(s) through their own or a third party service with the carrier as either chosen by the customer at the time of ordering, or the most appropriate carrier for each delivery.

3.2 All customer services queries/claims must be directed through Yaita who will then contact the relevant carrier on the customer's behalf. If the carrier is contacted directly, may not be able to assist you with your query at a later date and this could also affect your right to make a claim with Yaita.

3.3 We warrant that the services we offer will be provided using reasonable care and skill.

#### 4. **Your Obligations**

4.1 As a customer you agree to –

(a) Ensure all information supplied on the order is accurate and complete including but not limited to:-

- Number of parcels being sent within a consignment
- Identity information
- Sizes and weights of parcels
- Addresses
- Telephone numbers
- Parcel Contents
- Parcel Value

Any discrepancies in the information supplied may result in a delay in transit, loss, Charges or the parcel being returned to sender. If any additional costs are encountered by Yaita due to incorrect information supplied by the Customer, it will be the Customer's responsibility to cover these costs.

(b) Provide us with such information that we may require to complete the service and to ensure that such information is accurate in all material aspects.

(c) The parcels to be sent are sufficiently packaged in line with our packaging guidelines and understand that Yaita reserve the right to refuse an item, and/or any claims for that item based on packaging.

4.2 It is agreed that Yaita or the third party courier shall not be required, and that you shall not cause us, to carry anything illegal or unlawful for us to do so.

4.3 You agree to only send goods that are or where your property. Yaita reserve the right to refuse to carry any parcel which are neither the property of, nor sent on behalf of, the customer.

4.4 It is the customer's responsibility to track their parcel using the tracking number provided while it is in transit. The customer must contact Yaita customer service department with any queries or issues they may have over a parcel/consignment.

4.5 All address information supplied on the booking by the customer must be complete and accurate. Yaita does require a full postal address and cannot deliver to PO Boxes or such like. Any order returned due to an incomplete or incorrect delivery address will not be refunded and any claims voided. The customer may be obliged to pay any additional costs Yaita has encountered.

4.6 The service description for each service must be checked prior to ordering to confirm any service specific restriction. For example, item must be in a cardboard box, no signature required or no damage protection available. Yaita



will not be liable for a parcel being left without a signature or damaged in transit if such restrictions are imposed on the service chosen.

4.7 Should the customer book multiple services carried out by different couriers it is the sender's responsibility to ensure the correct parcel is given to the correct driver. Should a parcel be given to an incorrect driver Yaita will hold no liability for having this returned and any additional costs Yaita encounter can and will be charged to the customer.

4.8 It is important that all the correct information is supplied including the telephone number of the receiver.

4.9 Each parcel or consignment sent through our service must have the correct information and/or shipping label displayed on the box clearly for the courier to see. If this information is incorrect or placed on the wrong box Yaita cannot accept any liability for this.

## **5. Loading and Unloading**

5.1 If collection or delivery of a Consignment takes place at your premises, we shall not be under any obligation to provide any equipment or labor which, apart from the driver collecting the Consignment, may be required for loading or unloading of a Consignment.

## **6. Collections and Deliveries**

6.1 The collection date/times and delivery date/times shown on our site are estimates only and are not guaranteed on any service. Collections/deliveries may be delayed for reasons that are out of the control of both Yaita and the particular carrier.

6.2 In the event that the relevant courier is unable to collect the consignment or any part thereof and is unable to do so due to no-one being present at the collection point, the address being incorrect or incomplete, goods not being available or ready, the goods not being suitable for transit and other such instances where the driver is not able to complete the collection the booking will need to be rescheduled. In such instances the couriers may charge a wasted journey surcharge to cover the costs of their driver attempting at the address and not being able to fulfil the collection request. If such charge is levied by the courier the charge will need to be paid for by the customer prior to the collection being rescheduled.

6.3 On each of our services offered the couriers commit to attempting to deliver the parcel or consignment at least once, if the consignment cannot be delivered due to not being able to obtain satisfactory receipt from the address the courier may attempt at an address within close proximity and leave details at the delivery point and/or update this information on the tracking.

6.4 Not all services require a signature to be able to deliver a parcel and some can be left in an area the driver deems as safe. This can include outbuildings, porches, and other such areas on or around the delivery property. In the event a parcel is left in a safe location and indicated as such on the tracking, no claim for loss can be processed. It is the customer's responsibility to ensure that the service information available on our site is checked for such restrictions.

6.5 Should the parcel be held after a missed or failed delivery attempt it is the Customer's responsibility to contact Yaita to arrange collection or re-delivery of the parcel/consignment. Failure to do this could result in the parcel being returned and additional charges being applied.

## **7. Returns and/or Held parcels**

7.1 When a courier attempts to deliver a parcel and is unsuccessful this will then be sent back to the local delivery depot where a re-delivery or collection of the parcel can be arranged via Yaita. If no contact to the courier is made within 5 working days of the parcel being held (after the first delivery attempt) the parcel will then be returned and possibly held at Yaita's head office. In such instances it is at the customer's own cost and responsibility to arrange a collection from Yaita's head office for the parcel.

7.2 Any parcel returned to Yaita's head office can be held for a maximum of 10 working days. If, within this time, no arrangement to have the parcel

collected and re-delivered or returned is made by the customer, Yaita reserve the right to dispose of the item as they see fit. We shall not be liable to you under any circumstances for any loss caused by us exercising this right and you failing to retrieve the consignment in the timescales specified.

7.3 Yaita will attempt to contact the customer once the item arrives at our office and the customer will be advised of the next steps based on the terms above (7). This contact will include but not be limited to email (using the registered email address on the booking) and/or phone call (using the registered phone number for the customer on the booking).

7.4 Yaita will not be liable for either the email address and/or phone number being incorrect for the customer and the parcel may be disposed of if there is no response from the customer within the set timescales, in line with the terms stated in clause 7.

## **8. Surcharges**

8.1 Whilst using Yaita's services you agree that the correct information will be supplied with regards to the parcel/consignment you are sending. Any information that is found to be false may incur additional Charges. This includes but is not limited to a parcel being under declared on the size, weight, value or number of parcels within the consignment.

8.2 Whilst an item is in transit any change to the address details may incur an additional charge up to but not limited to the full cost of the original booking.

8.3 Changes made to the collection address the day of collection will incur a surcharge to cover the driver attempting that day.

## 9. Liability and Claims

### **YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE AND LIMITS OF OUR LIABILITY WITHIN IT**

9.1 We shall only be liable for damage or loss caused to you if it is caused by our negligence, breach of duty or other wrongful act or omission.

9.2 We shall not be liable to you under any circumstances for any direct or indirect loss (including, but not limited to loss of profits, or loss of goodwill) or for any other special or indirect losses, costs, damages, or claims which do not arise naturally as a result of our negligence, breach of duty, or other wrongful act or omission.

9.3 We shall not be liable to you under any circumstances where there are any material discrepancies (meaning more than 5% difference) between the declared dimensions and weights and the actual dimensions and weights.

9.4 If a number of parcels or individually wrapped goods are sent as one through our service they must be encased within one outer box, as per our

packaging guidelines. Failing to do this, any package or individually wrapped item that comes apart in transit resulting in one or more of them being lost, once the remaining parcel(s) are signed for by the recipient, you accept that you cannot make a claim for loss or partial loss of that consignment.

9.5 We shall not be able to accept liability for any parcels that are handed to the wrong courier by the sender or that are left unattended for the collection to occur. It is the responsibility of the customer and/or sender to ensure the parcel is given to the correct courier. Items left unattended will be sent at the customer's/sender's own risk.

9.6 Where a parcel is sent on a service that does not require a signature and there is a valid delivery scan no claim for loss can be processed on that booking.

#### *The Limitation on the Amount of our Liability*

(a) If the courier lose or damage all of a consignment we shall be liable for the amount the customer declared the parcel value as at the time of booking, limited to the amount of parcel protection available as standard, or purchased in addition, on the booking.. If the service booked does not include any standard inclusive protection, and no additional parcel protection purchased, we cannot accept any liability for loss or damage.

(b) We are only liable up to a maximum amount of standard inclusive protection on the service selected per consignment, unless the customer

purchases any extra compensation for the Consignment from us at the time of booking.

(c) Where the declared parcel value on the booking is set to \$0.00 by a customer, no claim, regardless of the circumstances, will be processed as it will be deemed as being sent with no monetary value.

9.13 For all claims to be able to ascertain the extent of our liability we do require proof of the value of the whole consignment and any part or parts of it which make it up within our required timeframes. The proof of value in all cases must be a receipt or invoice for the items.

(a) We will be unable to accept website screenshots, Catalogue print outs or similar item values as proof of value for the item you are sending

(b) We will only be able to cover for the cost of replacing the goods and will not cover for the profit you made on the item(s) or applicable value added tax (or like tax) on such profit

(c) We will not be able to accept a proof of value in the format of a word document.

9.14 For all claims of loss and part loss we must receive a proof of loss, in addition to the proof of value, as part of the claim within our required

timeframes. This is an indication from the receiver that the goods have not been delivered/ received.

(a) This needs to be signed letter from the receiver showing the date and full delivery address. This must be provided as part of the claim.

(b) We will not be able to accept an email as a proof of loss as we do require the receiver to sign a letter to advise the goods have not been received.

9.15 We will not be able to accept any claims for damage where the following, in addition to the proof of value, has not been received within our required timeframes:

(a) Photos showing the full extent of the damage to the item

(b) Photos showing the internal packaging used

(c) Photos showing the external packaging used

(d) A quote for the repair to the item

9.16 We shall not accept liability on any damage claims where the packaging does not comply with the following packaging guidelines, as a minimum each parcel should be in a new, undamaged cardboard box that is strong enough to carry the weight of the goods, the goods should not touch any side of the box



and must be cushioned using internal packaging that is of at least 5 centimeters thick all over. This can be bubble wrap or foam.

9.17 In all events of damage the item and all external and internal packaging must be kept and made available for inspection at the delivery address if required by the courier for 28 days from the claim submission date. Failure to have the item and packaging available should an inspection be requested could void the claim and we will no longer be liable.

9.18 Where there are no physical signs of damage to the item we will not be liable and no claim will be processed in this event.

9.19 We shall not be liable for damage if the customer chooses a service that does not have damage protection available. It is the customer's responsibility to check the service restrictions when making the booking.

9.20 Should your item be disposed of due to it being deemed unsafe, health and safety risk or not fit for transportation we shall not be liable in these instances.

9.21 We shall not be liable to you under any circumstance for any loss or damage unless you notify us by contacting our customer service, within 7 calendar days of the collection date. Any claims received after this point will be rejected.

9.22 After notification of making a claim or submitting a claim with missing documents you will have a maximum of 7 calendar days to submit a full claim or send through any missing documents. If this is not received within this time frame the claim will be rejected.

9.23 Should your claim be rejected and you wish to appeal this decision this must be done within 7 calendar days of the rejection notice being sent. Any appeals received after this date will be rejected and we will not be liable.

9.24 We can only accept, pay and discuss any matters to do with a claim/booking for our services with the person who contracts with Yaita. All other parties are not privy to this information.

9.25 Yaita reserve the right to reject any claim should any of the above terms not be met

## **10. Your Indemnity**

10.1 We shall assume, for the purposes of this Agreement, that you are the sole owner of every item dispatched in the Consignment but if any other person makes a claim against us for loss of or damage to any such items beyond our liability to you then you agree that you shall indemnify us against any losses or liabilities that we suffer through that claim (including all legal costs and

expenses) and you agree that we shall have no liability to you in these circumstances, regardless of whether such claims exceed any limitations of liability set out in this Agreement.

10.2 You agree to indemnify us against any losses or liabilities that we may suffer through the loss of, or inability to deliver, a Consignment caused by deficient or ambiguous labelling of such Consignment.

10.3 You agree to indemnify us against any losses or liabilities that we may suffer through a breach by you of any of your obligations set out in this document.

## **11. Refunds and Cancellations**

12.1 Cancellation of a booking must be received by 9pm the day before the collection date, any cancellations received after this time we reserve the right to charge a cancellation fee that will be deducted from the refund amount.

12.2 All cancellations must be submitted to our customer service team with full detail as to why the service is no longer required.

12.3 Any cancellations received on or after the date of collection Yaita reserve the right to charge a cancellation fee equivalent to the couriers wasted journey

charges, deducted from the refund amount providing the item has not been collected.

12.4 If the courier attempts to collect the parcel after you have requested a cancellation, you should refuse to hand over the parcel(s). If the parcel is collected, no refund will be issued.

12.5 Any cancellations received after the item has been collected will result in the consignment being requested to be returned to you and no refund will be given. In most circumstances a return charge will also be levied against the booking. Please note we do not guarantee we will be able to stop a delivery of a parcel and if the parcel is delivered we will not be liable.

12.6 Transaction fees paid due to certain payment types are non-refundable.

12.7 All requests for a refund must be received within 28 days of the date the booking was made. A request received after this date – we reserve the right to decline.

12.8 We will not be held responsible for wrong information that is entered on a booking. We shall not be liable for any costs or losses that you may suffer arising directly or indirectly from our failure or delay to perform any of our obligations due to this.

12.9 All refunds will be returned via the original method of payment.

12.10 We shall not be liable for refunds where delays in service are caused by Acts of God, (including, but not limited to, adverse weather conditions that may cause immediate and future delays on all services).

12.11 We shall not, in any circumstances, be liable to you for any refunds where our Terms and Conditions have not been fully complied with.

### **13. Miscellaneous**

13.1 We will not provide any refund or reduction of charges if we receive less than the number of parcels for which you have contracted.

### **14. Termination**

14.1 This Agreement may be terminated by either party giving to the other one month's previous notice in writing to that effect.

### **15. Variation**

19.1 No variation, extension or cancellation of the expressed terms of this Agreement (other than the Schedule) shall be binding upon the Company unless and until it is confirmed in writing under the hand of a Director of the Company and, for the avoidance of doubt, it is declared that no person other than such Director has authority to negotiate or enter into any commitment on behalf of the Company the effect of which would or might (but for this present clause) involve the Company in any legal liability whatsoever.

## **16. Non-solicitation**

22.1 During the term of this Agreement, you shall not solicit to employ nor employ any of our employees of whom you become aware through the performance of this Agreement. Furthermore, you shall not otherwise hinder any of our other business relationships including those with our Members.

## **17. Complaints**

17.1 We aim to provide outstanding customer service. If you have any complaint about the service you have received from us, please contact our Complaints Department by writing to us at our office address or emailing [team@yaita.co.zw](mailto:team@yaita.co.zw). Please allow 7 working days for a response to any written correspondence.