



SUBCONTRACTOR'S DETAILS

I/we the below mentioned transporter (hereafter referred to as the subcontractor) hereby acknowledge that the details set out hereunder are true and correct in every material respect:-

Registered Name (in full): _____

Trading Name (if not as above): _____

Public Company ☐ **Private Company** ☐ **Close corporation** ☐

Partnership ☐ **Sole Proprietor** ☐

Identity/Registration Number: _____

VAT Registration Number: _____
(a copy of the VAT certificate must accompany this form)

Physical Address: _____

Postal Address: _____

Code: _____

Telephone Number: _____

Telefax Number: _____

Registered Address: _____

Nature of Business: _____

Date Established: _____

E- mail address: _____

Period under present ownership: _____

Accounts Contact Person: _____

Operations Contact Person: _____



NAMES OF DIRECTORS / MEMBERS / PARTNERS

Name: _____

Res. Address: _____

Identity No: _____

Name: _____

Res. Address: _____

Identity No: _____

Name: _____

Res. Address: _____

Identity No: _____

Name: _____

Res. Address: _____

Identity No: _____

Name: _____

Res. Address: _____

Identity No: _____

Name: _____

Res. Address: _____

Identity No: _____

**SIGNED FOR AND ON BEHALF OF THE
SUBCONTRACTOR AND WHO WARRANTS
THAT THE INFORMATION CONTAINED
HEREIN IS TRUE AND CORRECT**



SUBCONTRACTOR AGREEMENT

entered into by and between:

KWIK FREIGHT SERVICES (PTY) LTD

and

(INSERT FULL REGISTERED NAME OF SUBCONTRACTOR)

1 **DEFINITIONS**

- 1.1 In this agreement the words defined shall have the meanings assigned hereunder:-
- 1.1.1 "KWIK FREIGHT SERVICES" KWIK FREIGHT SERVICES (PTY) LTD
(Registration No. 2009/014219/07);
- 1.1.2 "the SUBCONTRACTOR" ;
- 1.1.3 "the SERVICES" The transportation services to be rendered by the SUBCONTRACTOR to KWIK FREIGHT SERVICES from time to time in accordance with the provisions of this agreement.

2 **APPOINTMENT**

- 2.1 KWIK FREIGHT SERVICES hereby appoints the SUBCONTRACTOR as a non-exclusive independent contractor to render the SERVICES.
- 2.2 This agreement does not constitute an agreement of employment, partnership or joint venture and shall not give rise to any relationship of employer and employee or master and servant between KWIK FREIGHT SERVICES and any employee or agent of the SUBCONTRACTOR.
- 2.3 The SUBCONTRACTOR shall not have the power to make a contract in the name of, or pledge the credit of KWIK FREIGHT SERVICES or in any manner incur any liabilities on behalf of KWIK FREIGHT SERVICES.
- 2.4 The SUBCONTRACTOR shall not, without the prior written consent of KWIK FREIGHT SERVICES, be entitled to subcontract its obligations in terms of this agreement to any third party.

3 **THE SERVICES**

- 3.1 The SUBCONTRACTOR undertakes to render the SERVICES in accordance with the provisions of this agreement.

- 3.2 Upon KWIK FREIGHT SERVICES requesting the SUBCONTRACTOR to carry out any SERVICES and in the event of the SUBCONTRACTOR accepting such request, the SUBCONTRACTOR shall carry out such services in accordance with the instructions of KWIK FREIGHT SERVICES.
- 3.3 KWIK FREIGHT SERVICES may issue a Transport Order or "Loadcon" to formally provide instructions to the SUBCONTRACTOR in respect of services to be rendered by the SUBCONTRACTOR to KWIK FREIGHT SERVICES. This Transport Order or "Loadcon" shall be deemed to form part of this agreement and any instructions or terms and conditions contained therein shall be equally binding.
- 3.4 The SUBCONTRACTOR shall oversee the loading of all goods onto its vehicles and shall procure a delivery note upon receipt of the goods which shall be signed by the driver of the SUBCONTRACTORS' vehicle.
- 3.5 The SUBCONTRACTOR shall be responsible for the delivery of the goods to the offloading site and shall ensure that it obtains signature of the delivery note by the recipient of those goods. Failure by the SUBCONTRACTOR to obtain the signature and an official goods received stamp from the recipient of the goods, shall be deemed to constitute non-delivery of the goods and the SUBCONTRACTOR will not receive any payment for such delivery. For avoidance of doubt, the onus of proving that the person who acknowledged receipt of the consignment, as well as the validity of the goods received stamp, shall rest on the SUBCONTRACTOR in the event of dispute.
- 3.6 The SUBCONTRACTOR shall transport and deliver the goods within the time frame specified by KWIK FREIGHT SERVICES.
- 3.7 If the SUBCONTRACTOR is unable, for any reason, to deliver the goods within the time frame specified in sub-clause 3.6, the SUBCONTRACTOR shall immediately notify KWIK FREIGHT SERVICES thereof and shall take all reasonable precautions to ensure that the goods are not exposed to any loss or damage and shall comply with all reasonable instructions furnished to it by KWIK FREIGHT SERVICES.
- 3.8 The SUBCONTRACTOR shall comply with the provisions of all and any applicable Legislation, Statutes, Bylaws, Ordinances and Regulations enforced from time to time.
- 3.9 Without limiting the generality of the foregoing, the SUBCONTRACTOR shall ensure that it is in possession of a valid certificate of roadworthiness and all other certificates, permits and licenses required in respect of each vehicle used for the performance of its obligations in terms of this agreement and shall ensure that all drivers of its vehicles are in possession of the relevant drivers' licenses and police clearance certificates.
- 3.10 The SUBCONTRACTOR shall ensure that all its vehicles are maintained in a roadworthy condition and that it at all times has sufficient resources to enable it to properly and promptly perform its obligations in terms of this agreement.

4 LIABILITY

- 4.1 The SUBCONTRACTOR hereby agrees to be held liable for any claim arising from any loss, damage, fines, penalties, personal injury or death arising out of the rendering of the SERVICES in terms hereof and hereby indemnifies and holds KWIK FREIGHT



SERVICES harmless in respect of any such claim. The services are accordingly rendered at the sole and exclusive risk of the SUBCONTRACTOR.

- 4.2 In the event of KWIK FREIGHT SERVICES consenting, in writing to the SUBCONTRACTOR sub-contracting its obligations in terms of this agreement to any third party, the SUBCONTRACTOR shall:-
- 4.2.1 ensure that it concludes an agreement which mirrors this agreement with its SUBCONTRACTOR;
- 4.2.2 notwithstanding any provision of the contract entered into between the SUBCONTRACTOR with any third party, the SUBCONTRACTOR, shall be responsible for the conduct of its third party SUBCONTRACTOR as if such conduct were the SUBCONTRACTORS' conduct, and remain liable to KWIK FREIGHT SERVICES for any loss or damage, injury or death arising out of the SERVICES rendered by its SUBCONTRACTOR.
- 4.3 The SUBCONTRACTOR shall maintain in force, for the duration of this agreement:-
- 4.3.1 Comprehensive Motor Vehicle Liability Insurance in respect of all vehicles of the SUBCONTRACTOR including cover for liability to third parties, so that KWIK FREIGHT SERVICES shall not bear any risk arising out of any loss of, or damage to any third party's property caused by the SUBCONTRACTOR or its employees, agents or SUBCONTRACTORS; and
- 4.3.2 Carrier's Liability Insurance in the event of any loss or damage to the goods transported by the SUBCONTRACTOR in a minimum amount of R1 000,000.00 per load or such further amount as may be necessary in the event of the goods in transit exceeding the amount of R1 000,000.00 per load.
- 4.4 The SUBCONTRACTOR hereby irrevocably authorises KWIK FREIGHT SERVICES to confirm with the SUBCONTRACTORS' insurer and/or broker that the SUBCONTRACTOR is fully insured and that all premiums during the term of the policy as contemplated above have been paid in full, and furthermore undertakes to provide KWIK FREIGHT SERVICES with written confirmation of the above from its insurer or broker, currently dated, prior to rendering any SERVICES to KWIK FREIGHT SERVICES under and in terms of this agreement.
- 4.5 The SUBCONTRACTOR indemnifies and holds KWIK FREIGHT SERVICES harmless from any claim which may be instituted by any of the SUBCONTRACTORS' employees, agents or SUBCONTRACTORS and their employees or agents for any reason.
- 4.6 The SUBCONTRACTOR shall complete the KWIK FREIGHT SERVICES Standard SUBCONTRACTOR Insurance Confirmation Form and shall be bound by the terms thereof.

5 **LIEN / SET OFF**

- 5.1 The SUBCONTRACTOR hereby waives any lien that it may have in and to the goods relating to the SERVICES.



5.2 KWIK FREIGHT SERVICES shall be entitled to set off any loss or damage that it may suffer or the amount of any claim made against it, against any amount owing by it to the SUBCONTRACTOR for the rendering of the SERVICES by the SUBCONTRACTOR.

5.3 The SUBCONTRACTOR shall have no right to set off any amount due to it against any alleged claim it may have against KWIK FREIGHT SERVICES.

6 WHOLE AGREEMENT

No term and condition contained in any letter, telefax, e-mail, order, or other such like documents of the SUBCONTRACTOR, or stipulated orally by or on behalf of the SUBCONTRACTOR, aside from those terms and conditions contained herein shall form part of any contract concluded between it and KWIK FREIGHT SERVICES. This contract alone shall govern the relationship between KWIK FREIGHT SERVICES and its SUBCONTRACTOR, together with any written instructions and terms and conditions contained in KWIK FREIGHT SERVICES' written instructions or order given to the SUBCONTRACTOR in respect of any specific SERVICES to be rendered pursuant to the conclusion of this agreement, and expressly excludes the terms and conditions of trading of such SUBCONTRACTOR as contained in any of the SUBCONTRACTOR'S quotes, delivery notes, orders and/or invoices, and the like.

7 NO VARIATION

7.1 No warranty or representation other than those expressly contained herein shall be of any force and effect against KWIK FREIGHT SERVICES, unless same is contained in writing and signed for and on behalf of the KWIK FREIGHT SERVICES by an authorised representative.

7.2 No amendment, variation or consensual cancellation of any terms hereof, including this clause, shall be of any force and effect unless such amendment, variation and/or consensual cancellation is reduced to writing and signed by a duly authorised representative of KWIK FREIGHT SERVICES.

8 NON-WAIVER

No indulgence, latitude, extension of time or the like granted by KWIK FREIGHT SERVICES to the SUBCONTRACTOR shall in any way whatsoever be construed as a novation or waiver of any other rights which KWIK FREIGHT SERVICES may have against the SUBCONTRACTOR, nor may it may operate as an estoppel against KWIK FREIGHT SERVICES.

9 SEVERABILITY

Each of the terms and conditions hereof is severable from the rest of the terms and conditions contained herein, which terms and conditions shall remain of full force and effect. Should any one term or condition be found to be invalid for any reason, or, without limiting the generality hereof, contra bona mores, or unenforceable, then only such term or condition shall be unenforceable, but each of the remaining terms and conditions herein shall remain of full force or effect as if such invalid or unenforceable term or condition was not a part hereof.

10 DOMICILIA

10.1 All notices by the one party to the other shall be given in writing by post, email or



delivery by hand:-

10.1.1 to KWIK FREIGHT SERVICES at its principal place of business;

10.1.2 to the SUBCONTRACTOR at the physical address and/or email address set out hereunder and which addresses the parties choose as their domicilium citandi et executandi:

Physical address: (insert physical address of subcontractor)

Email Address: (insert email address of subcontractor)

10.2 The parties shall be entitled to change the addresses as referred to in sub-paragraph 10.1 from time to time provided that any physical address selected by either of them shall be situated in the Republic of South Africa and any such change shall only become effective upon receipt of notice in writing by the other party of such change.

11. **AUTHORITY**

Each representative of the parties to this agreement warrant that they are duly authorised to conclude and sign this agreement on its behalf and have carefully read, understood and agreed to all the terms and conditions stated herein.

Signed at _____ on this the _____ day of _____ 20____

Signature of the SUBCONTRACTOR

Signature of KWIK FREIGHT SERVICES

Full name of SUBCONTRACTOR

Full name of KWIK FREIGHT SERVICES

ID: _____

ID: _____