

**CONFIDENTIAL**

**SUB-CONTRACTOR APPLICATION**

**PLEASE NOTE :**

1. Subcontractors details form and Memorandum of agreement to be completed in full & signed by the authorised signatory'

2. In support of the application, the following information must be attached: (Tick Once Attached)

- CMI Certificate of Incorporation (Companies)
- CK1 Founding Statement (Close Corporations)
- Copy of Identity Document of Director/s or member/s
- Copy of a Cancelled Cheque or original Bank Letter confirming the entity's Banking Details.
- VAT Certificate of the entity.
- Entity's Letter Head.
- GIT certificate (copy)

**The Sub Contractor is expected to answer all questions set out below in full.**

**Applications will only be processed once ALL of the above has been received.**

**Subject to our standard terms and conditions**

**PLEASE INITIAL EVERY PAGE**

Directors: D.D Rayson

Initial Please:

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# **MEMORANDUM OF AGREEMENT**

Containing GENERAL TERMS AND CONDITIONS applicable to

SUB-CONTRACTORS

Entered into and between:

News Carriers (PTY) LTD  
Unit 29 A Jan Smuts Office Park  
24 Jones Road, Jet Park  
Boksburg  
1459

Reg No:2012/040387/07

("The Creditor/Contractor")

and

\_\_\_\_\_  
("Account Holder/Sub-Contractor")

Postal address: \_\_\_\_\_

Physical address: \_\_\_\_\_

Contact number: \_\_\_\_\_

(Herein represented by \_\_\_\_\_

in his capacity as \_\_\_\_\_ )



**N.E.W.S Carriers**

Unit 29 A Jan Smuts Office Park  
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1459  
TEL:011 392 1071  
FAX:086 293 9142  
CK NO:2012/040387/07  
VAT NO:4510260203

Directors:D.D Rayson      Initial Please \_\_\_\_\_

## 1. HEAD NOTES

The head notes to the clauses herein are inserted for reference purposes only and shall in no way govern or affect the interpretation hereof.

## 2. TERMS AND CONDITIONS

All carriage by the Sub-Contractor is and shall be subject to the terms and conditions as set out hereinafter and each condition shall be deemed to be incorporated in and to be a condition of any contract between the Contractor and the Sub-Contractor and shall be binding for all future carriage unless these terms and conditions are altered by express written agreement or by change of the stated Conditions of Carriage prior to carriage. In any conflict between these Standard Trading Conditions and the terms and conditions of any of the Contractors documents the former shall prevail. These conditions shall be in place of any other conditions which may have previously been notified by the Contractor to the Sub-Contractor.

## 3. TRANSPORT ORDERS

- 3.1 The Contractor shall furnish the Sub-Contractor with a load confirmation in respect of each and every load to be transported by the Sub-Contractor.
- 3.2 The load confirmation shall contain, inter alia, the order number, loading date, loading address, contact person, commodity, volume/weight/pallets, tariff, load value and authorised signature of the Contractor.
- 3.3 The Sub-Contractor shall fully comply with the instruction contained in the load confirmation.
- 3.4 All invoices submitted by the Sub-Contractor for payment, shall be accompanied by a copy of the load confirmation and proof of delivery. The Contractor shall not be obliged to settle any invoice unless the load confirmation and proof of delivery is annexed thereto.

## 4. TARIFF

The tariff payable by the Contractor to the Sub-Contractor shall be the tariff as set out on the load confirmation. No variation to the tariff shall be of any force or effect, unless recorded and signed by the Contractor on the load confirmation.



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## **5. INVOICES, PROOF OF DELIVERIES AND TRANSPORT ORDERS**

All invoices submitted must be accompanied by signed and stamped original documentation as proof of deliveries of goods together with a copy of our LOAD CONFIRMATION, which serves as the confirmation for every load completed and delivered. Unsigned delivery notes will not be accepted, All unsigned delivery notes and documentation that has been misplaced must be accompanied by an Affidavit as proof of delivery .NO COPIES of invoices or proof of deliveries of goods will be accepted for payment purposes. Payment will not be made until the original documentation is properly signed and is the possession of the Credit/Contractor. POD'S received after 45 days from loads done will carry a 5% penalty fee.

## **6. PAYMENT TERMS**

Please note that the cut-off date clause as stipulated hereunder has been included and now forms part of our Transporters contract Agreement when commencing service delivery.

### **PAYMENT DATE**

- 6.1. The date on which payment for an invoice is due, is not determined by the invoice date, but by the date on which the original invoice is received in our office.
- 6.2. The cut-off date for receipt of original invoices with complete original load documentation as per your **Loadcon Confirmation**.
- 6.2 Should invoices be received after the required date specified on the Loadcon, and in the absence of any special provisions to the contrary ,payment shall be effected to the Creditor/Contractor, subject to all documentation in the form of invoices, proof of deliveries and any other documentation in accordance with clause 5 above being lodged by the Creditor/Contractor after the required date specified on the Loadcon of the month, then payment shall be affected by the Creditor/Contractor at the end of the succeeding month,(60 days after statement).
- 6.4. Processing of invoices will not and cannot be done on emailed or faxed copies, only original copies will be accepted.
- 6.5. Every cut-off date missed will lead to payment being delayed by another 30 days.

### **MAIL PROCEDURES**

- 6.6. To ensure security and traceability, please send all mail via a courier company, at physical address;  
Unit 29 A Jan Smuts Office Park, 24 Jones Ave Jet park, Boksburg 1459
- 6.7. It is your responsibility to determine maximum transit times and allow sufficient time for mail to be delivered. No exception will be made if your service provider fails to deliver mail before the cut-offdate. Invoices and load documentation that are lost in the mail or in transit, and thus not successfully received at our offices, will not be paid.



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6.8 Faxed and/or copies of invoices and documentation will not qualify for payment and will only serve as confirmation of delivery.

## **STATEMENT AND PAYMENTS**

6.9 A statement of account in respect of work done during the month must be rendered to News Carriers in the first week of the succeeding month and will identify the work done. If no statement is provided, payment will be withheld. Statements received late will result in later payment at the discretion of the Financial Manager of News Carriers.

PLEASE NOTE THAT NEWS CARRIERS LOADCON NUMBERS MUST BE ON YOUR STATEMENT.

6.10 Should you wish to oppose any deductions from payment (Such as claims and rate or weight differences), please inform the creditor department in writing via email at [daniela@newscarriers.co.za](mailto:daniela@newscarriers.co.za).

6.11 Please note that payments are effected via electronic funds transfer (EFT) from our FNB account. Please allow 1-2 working days after the payment date for the payment to appear on your account statement.

## **7. SHORTAGES**

7.1 The Sub-Contractor shall be liable for all shortages on loads transported.

7.2 The Contractor may, at its discretion, deduct the value of the shortages from remuneration due to the Sub-Contractor.

7.3 The volume, weight and/or pallets, as the case may be, as reflected on the customer's Transport documentation, shall be prima face proof of the volume, weight and/or pallets loaded for the purpose of transportation by the Sub-Contractor. In the event of a dispute regarding the volume, weight and/or pallets, the onus shall be on the Sub-Contractor to prove that the volume weight and/or pallets as specified on the customer's transport documentation were not loaded.

7.4 The value placed on the load by either the Contractor or the customer, shall be deemed to be the true value of the load or a portion of the load, for which the Sub-Contractor shall be liable in the event of shortages.

## **8. DELAYS IN LOADING OR DELIVERY**

8.1 Sub-Contractors shall load goods to be transported within a reasonable period of time after receipt of the Contractor's load confirmation.



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- 8.2 Sub-Contractors shall deliver at the destination within a reasonable period of time after loading.
- 8.3 The reasonableness loading and offloading times shall be determined by the Contractor.
- 8.4 The Sub-Contractor acknowledges that the Contractor may be held liable for damages in the event of late loading and off-loading and undertakes to indemnify the Contractor against such damages if not the Sub-Contractor will be held liable for Damages that may occur.
- 8.5 All loads contracted from the Contractor, and offloaded incorrectly or at the incorrect clients, the Rectification process of such loads must be done immediately or within the prescribed period as set by the Contractor, if not the Contractor will have the right to rectify the situation and charge the Sub-Contractor accordingly.

## **9 LIABILITY**

- 91 Goods shall be carried at the sole risk of the Sub Contractor.
- 92 The Sub-Contractor shall take out and maintain load insurance to the actual value per load, as determined by the Contractor. The value of each and every load will appear on the load confirmation for that specific load. This will be forwarded by the Contractor to the Sub-Contractor. The liability of the Sub-Contractor shall not be limited to actual loss of or damage to goods, but shall include any consequential loss.
- 93 The Sub-Contractor shall, upon request, furnish the Contractor with details as to its load insurance.
- 94 The Sub-Contractor shall report any loss or damage to the Contractor within 48 hours of the loss. The Sub-Contractor shall immediately notify its insurers in respect of the loss and comply with the terms and conditions of its insurance policy.
- 95 The Contractor reserves the right to deduct any loss or damage from any remuneration payable to the Sub-Contractor. The Contractor may, in its discretion, allow the Sub-Contractor a reasonable period of time within which to process any claim prior to withholding remuneration or instituting action against the Sub-Contractor for such damage or loss.
- 96 Breakdown / Hijacking of vehicles must be reported to the contractor immediately.
- 97 In the event of The Creditor/ Contractor having to claim from its insurance in respect of any claim for loss of or damage to, hijacking of goods or delay in the carriage thereof and its insurers paying such claim, the Contractor shall be entitled to recover such amount including any excess paid by the Contractor in terms of such claim from the carrier.



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98 In the event of a claim being lodged with its Contractor by the carrier, the carrier shall cede such claim to the Creditor/Contractor and shall instruct its insurers to make payment in respect of the claim directly to the Creditor/Contractor.

99 The Sub-Contractor's insurance policy does not exclude the goods being transported on behalf of News Carriers.

9.10 The Sub-Contractor will ensure that the load value for each and every load is adequate and that the premiums for the insurance policy are paid and up to date.

## **10 DRIVERS AND VEHICLES**

10.1 The Sub-contractor warrants that duly licensed and qualified drivers are allocated to vehicles and that driver will observe the delivery instructions accordingly.

10.2 The Sub-contractor warrants that vehicles will comply with all criteria necessary for the safe and secure transportation of loads.

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10.3 The Sub-contractor shall insure that all vehicles are regularly maintained and kept in a good, working condition.

10.4 Sub-contractors who have trained their drivers in anti-hijacking procedures and installed anti-hijacking systems in their vehicles, shall get preference over Sub-contractors who have no anti-hijacking systems.

10.5 Sub-contractors are required to have communication systems installed in vehicles so as to enable the Sub-contractor to communicate with drivers.

10.6 Sub-contractors may not further sub-contract any transport order without the prior written consent of the Contractor.

10.7 Should any permit consent or approval be acquired in terms of legislation, ordinance or regulatory body, this agreement does not become effective, until such permit consent or approval has been obtained and presented to the Contractor. The Contractor will supply any information or assistance to the Sub-contractor in order to obtain such permit, consent or approval that may be required.



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## 11 PROTECTION OF CLIENT RELATIONSHIP

It is in material term of this agreement that as the Sub-contractor is dealing with the clients and customers of the Contractor, the Sub-contractor agrees to be bound as follows:

11.1 That the Sub-contractor may and will not directly or indirectly or in any other contact, approach or cause to be approached, intervene or elicit any transport business or cartage of any nature from any and all clients and customers of the Contractor for the period of 2-years from date hereof, either individually or as manager, employee, consultant, advisor or assistant of any person, company close corporation or other legal entity. Clients and customers will be defined as debtors, debtor's accounts being sufficient proof thereof. With regards to the area and scope of limitation, as well as period of limitation, it is expressly agreed that this clause is fair and reasonable and severable if necessary.



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As Witnesses

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_   
for and on behalf of   
News Carriers

Dated and signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_

As Witnesses

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_   
for and on behalf of   
the Sub-contractor



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