**Swift! Xpress General Terms for Drivers**

**T&Cs for Drivers**

**(Effective from 1 April 2025)**

These General Terms for Package Delivery for Drivers are set out in accordance with and in addition to the General Terms for Drivers and Privacy Policy for Drivers and define the conditions for using Swift! Xpress package delivery via the Swift! App.

Anything not covered by these General Terms for Package Delivery for Drivers, shall be governed by the General Terms for Drivers and Privacy Policy for Drivers. In case of any contradictions regarding using Swift! Xpress delivery, the conditions set forth in these General Terms for Package Delivery for Drivers shall prevail. The provisions of the Terms and Conditions for Passengers applicable to Passengers equally apply to the Clients under these General Terms for Package Delivery for Clients.

When using the Swift! App to provide Swift! Xpress delivery services, each Driver accepts these General Terms for Package Delivery for Drivers and consents to the processing of personal data as outlined in these Terms and the Privacy Policy for Drivers.

**1. DEFINITIONS**

1.1. **Swift! App** – a smartphone application for Drivers and Clients to request and receive different services, including Swift! Xpress package delivery and Transportation Services.

1.2. **Swift! Platform** – the mobility and delivery platforms operated by Swift!

1.3. **Service Termination Charge** - a fee charged to the Client for cancelling the use of an ordered service, including Transportation Services, after a certain time from the acceptance of the Client's order, as indicated in clause 4.3 of the Terms and Conditions for Passengers and in the Swift! App, and a fee charged to the Client by the Driver for declining the delivery of Prohibited Items or unsuitable packages, as indicated in clause 2.6.

1.4. **Client** - means a user of the Swift! App that has ordered a delivery of a Package and thereby enters into a Delivery Agreement with the Driver.

1.5. **Delivery Agreement** - means the agreement between the Client and the Driver for the delivery of the Package.

1.6. **Driver** - means the person providing Transportation Services and Swift! Xpress package delivery services via the Swift! Platform.

1.7. **Drop-Off Location** - means the address where the Client wishes the Package to be delivered.

1.8. **Prohibited Items** – means items not permitted to be transferred under the Delivery Agreement and as detailed at clause 2.5.

1.9. **General Terms for Package Delivery for Drivers** - means these terms and conditions applicable to the relationship between Swift! and the Driver in relation to the use of the Swift! App by the Client for Package delivery.

1.10. **Package** - means the item subject to the delivery, with the exception of the Prohibited Items listed in clause 2.5 below.

1.11. **Recipient** - means the person (including the agent or representative of a legal person) who is located at the Drop-off Location or, where applicable, within a nearby adjacent area, subject to its designation by any means by the Client.

1.12. **Transportation Services** – transport service a Driver is providing to the Client whose request the Driver has accepted through the Swift! App.

1.13. **User** - means either the Client or the Driver as the context requires.

**2. LEGAL FRAMEWORK**

2.1. The Swift! App enables the Client to order delivery of the Package to the Recipient at Drop-Off Location by selecting the "Swift! Xpress" category in the Swift! App.

2.2. Drivers may opt in to the "Swift! Xpress" category in the Swift! App. Once the Driver has opted into the "Swift! Xpress" category, the Driver is bound by these General Terms for Package Delivery for Drivers. Drivers are under no obligation to opt in for the "Swift! Xpress" category.

2.3. For the delivery of the Package, the Driver enters into a Delivery Agreement directly with the Client. The Delivery Agreement is deemed to be concluded from the moment the order for delivery of a Package is confirmed by the Driver via the Swift! App.

2.4. By operating the Swift! App, Swift! acts only as a provider of the information society service and is not a party to the Delivery Agreement. Swift! is not the provider of the delivery services, and is not liable in any way for the performance under the Delivery Agreement. Swift! does not supervise, direct or control the manner in which the delivery of the Package is carried out by the Driver.

2.5. The Swift! App may not be used for ordering deliveries of packages containing goods that have not been approved by Swift! as eligible for the Swift! App (the "Prohibited Items"). The Prohibited Items include:

2.5.1. goods that do not comfortably fit in a vehicle cabin or goods that weigh more than 20 kg;

2.5.2. animals, human beings and other living or dead creatures, including their parts, remains, fluids or substances derived from products originating from animals, human beings or other creatures;

2.5.3. bank notes (including foreign currency), credit cards, securities, jewellery, gift vouchers and similar valuables;

2.5.4. firearms and their parts, ammunition, melee weapons, other items specially designed for attack and defence (e.g knuckles, stilettos);

2.5.5. flammable, combustible, explosive and radioactive or other ionising substances, munitions, gas, infectious, poisonous or corrosive materials which by their nature may pose danger to the environment;

2.5.6. drugs and other psychotropic substances which are subject to special control in accordance with the legislation;

2.5.7. food, alcohol beverages, ethyl alcohol, high-octane oxygen containing impurities, tobacco;

2.5.8. goods, the value of which exceeds R2000;

2.5.9. stolen goods;

2.5.10. fragile items;

2.5.11 goods weighing 0.5kg or less;

2.5.12. other items that are not allowed to be delivered, transported by law and items that cannot be transported, delivered without additional licences, permits, approvals etc, including goods which cannot be delivered due to the limitations pertaining to either the Client or the Recipient (e.g medicine which requires medical prescription).

2.6. The Driver may decline the delivery of a Package if the Driver upon collection discovers or has reasonable grounds to believe that the Package contains Prohibited Items or is otherwise unsuitable for delivery. In such cases, a Service Termination Charge will be applied to the Client's account. The Driver acknowledges that the delivery of Prohibited Items may result in administrative penalties or criminal liability.

2.7. The Driver shall indemnify, defend or settle and hold Swift! harmless against any loss or damage (including legal costs) which Swift! may sustain or incur, in relation to any third party claim, to the extent such claim is based upon any breach by the Driver of the provisions of these General Terms for Package Delivery for Drivers.

2.8. The Driver is solely liable for the performance of the Delivery Agreement and for any claims presented under the Delivery Agreement. Swift! is not liable for any failure or non-conformity of performing the Delivery Agreement and assumes no liability for any traffic violations or accidents sustained during the performance of the Delivery Agreement.

2.9. If the Client files a claim due to the breach of the Delivery Agreement, the Driver shall release Swift! from all liability regarding the claim.

2.10. The Driver's total liability for material damage or consequential loss, such as loss, theft, material damage, average or destruction of the items of the Package shall be the greater of (i) the original value of the affected items of the Package; or (ii) the amount of their repair or reconstitution, in both cases up to the limit of equivalent of R2000.

2.11. The Swift! App is provided to the Users strictly on an "as is" basis. Swift! will not be liable for any interruptions, connection errors, unavailability of, or faults in the Platform. In no event shall Swift!'s aggregate liability for any and all claims arising out of the use of the Swift! App by the same User, including those based on tort, agreement or other grounds, exceed the equivalent of R1000 or the amount of the fees paid to Swift!, whichever is lower.

2.12. The Drivers are free to accept and refuse to pick up or deliver the Package before the acceptance of the order for any reason. Once accepted, the Driver has committed to the Client to deliver the Package and the refusal to deliver the Package may only be based on the grounds set out in clauses 2.5 and 2.6 of these General Terms for Package Delivery for Drivers, or on the reasons set out in the General Terms for Drivers.

**3. ORDERING DELIVERY OF PACKAGES THROUGH THE SWIFT! APP**

3.1. The Client shall order a delivery of the Package by the Driver to the Recipient at the Drop-Off Location. The Client and the Driver will enter into the Delivery Agreement upon confirmation of the order by the Driver.

3.2 Depending on the size of the Package, the Client shall select from the following categories:

3.2.1 **Xpress Lite** - Package is limited to a maximum weight of 10 kilograms and its dimensions may not be bigger than 50x30x30cm.

3.2.2 **Swift! Xpress** - Package is limited to a maximum weight of 20kg and its dimensions may not exceed the size of a hatchback or sedan vehicle's boot.

3.3. The Driver shall deliver the Package to the Drop-Off Location communicated by the Client to the Driver upon placing the order.

3.4. If the Package cannot be delivered to the Recipient in accordance with clause 3.2, the Driver shall contact Swift!'s customer experience team to authorize Swift! to terminate the delivery and apply full delivery charges to the Client, along with any applicable Service Termination Charge, as well as to receive further advice regarding the Package. If the Driver is instructed to return the Package to the Client, the Driver shall return the Package to the Client and the Client may be billed for such return. After handing over the Package to the Recipient, the Driver marks the delivery as "Completed" on the Swift! App.

3.5. Swift!, acting on behalf of the Driver, may terminate the delivery and apply full delivery charges to the Client if the Recipient is not present at the Drop-Off Location within 7 minutes of the Driver's arrival.

3.6. The Driver is prohibited from adding or removing any packaging and has to deliver the Package as prepared by the Client. The Driver is not allowed to change, modify, add to, remove from or tamper with the Package in any way and ensure the Package is not damaged, destroyed, stolen or lost as well as act responsibly in the driving of its means of transport.

3.7. Swift! reserves the right to facilitate payment for the reasonable charges associated with the delivery, return, redelivery or disposal of the Client's Package on behalf of the Driver using any of the Client's payment methods selected in the Swift! App, including Swift! Wallet. Such amounts will be transferred by Swift! to the applicable Driver.

3.8 Cash payment is accepted for Swift! Xpress services through the Swift! App. The Client must provide payment to the Driver upon Package collection and prior to delivery to the Recipient.

**4. CANCELLATION AND SUSPENSION OF USE**

4.1. Swift! reserves the right to suspend Driver access to the Swift! App immediately and/or halt any Package deliveries if the Driver misuses the Swift! App, engages in suspected fraudulent activity, or fails to fulfill obligations under these General Terms for Package Delivery for Drivers (such as repeatedly failing to complete deliveries for reasons unrelated to the Client or Recipient, or compromising Package integrity during transport).

4.2. The Driver may not use the Swift! App for any unlawful purpose, including for the purposes of money laundering. If the Driver violates this clause, Swift! may permanently suspend the Driver from using the Swift! App.

**5. FINAL PROVISIONS**

5.1. Swift! may amend these General Terms for Package Delivery for Drivers from time to time. We will inform you of any changes within a reasonable time period by sending a respective notice. Please feel free to stop providing the Swift! Xpress delivery services if you do not agree with the updated terms. If you continue providing Swift! Xpress delivery after the reasonable time period as of the receipt of the notice, you are considered to have accepted the updated terms.

5.2. Nothing in these General Terms for Package Delivery for Drivers limits and excludes any liability which cannot legally be limited or excluded, including liability for death or personal injury caused by negligence and liability for fraud or fraudulent misrepresentation or alter your rights that cannot be excluded under applicable law.

5.3. Swift! reserves the right to terminate the Swift! Xpress delivery category in its sole discretion in the Swift! App at any time. Swift! will notify you of such termination in advance.