

Terms and conditions



Trading as



1. Definitions

1.1 In these terms and conditions "The Carrier" shall mean Dawn Wing, a division of DPD Laser Express Logistics (Pty) Limited (Registration Number: 2006/033353/07).

1.2 "the Customer" shall mean any party reflected on the Waybill or the credit application as the sender of the goods.

1.3 "the Waybill" shall mean the Carrier's official Dispatch Note overleaf, or Dispatch Sheet overleaf, or in the case of computerised dispatch sender systems, the Handover List, file transfer or computer disk containing the Customer's instructions.

1.4 "the Consignment" shall mean goods contained in one delivery item or any number of delivery items that are sent together from exactly the same address at one time in one load by or for the same Customer bearing exactly the same delivery address.

2. Privacy Policy

This privacy policy sets out how the Carrier uses and protects any information that you give the Carrier when you use this website. This policy is only applicable to this website.

The Carrier is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, you can be assured that it will only be used in accordance with this privacy statement.

the Carrier may change this privacy policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes.

2.1 What we Collect

2.1.1 We may collect the following information:

- name and job title
- contact information including email address
- demographic information such as postcode
- information about the Carrier products and services purchased by you
- other information relevant to customer surveys and/or offers

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Directors B Demoge**, C Favre-Lorraine**, PJ Hayes*, ZN Kubukeli, B Winkelmann*** (*British, **French, ***German)
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2.1.2 What we do with the information we gather

We require this information to understand your needs and provide you with a better service. Specifically, your information may be used for the following purposes:

- To provide access to our website, including registration and login access to the Carrier self-service tools.
- To facilitate the provision of the Carrier services and products and to accommodate your enquiries and requests.
- Internal record keeping.
- We may use the information to improve our products and services.
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customise the website according to your interests.

2.2 Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

2.3 How we use cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.



2.4 Links to other websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

2.5 Controlling your personal information

You may choose to restrict the collection or use of your personal information in the following ways:

- whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes
- if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at legal@dawnwing.co.za.

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

You may request details of personal information which we hold about you under the Electronic Communications Act, 2002. If you would like a copy of the information held on you please write to:

DPD Laser Express Logistics (Pty) Ltd
Suite 175
Private Bag X18
Rondebosch
7701

or legal@dawnwing.co.za

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.



3. Conditions of Carriage

3.1 To the maximum extent permitted in law, all articles are carried at the risk of the owner of the article, the Customer and receiver of the article and the Carrier accepts no liability for, and the Customer indemnifies and holds the Carrier harmless in respect of, any and all direct or indirect cost, expense, loss or damage (including any consequential loss or damage or loss of profits) of whatsoever nature or kind arising, directly or indirectly, out of the Carrier's carriage of the article, to the extent that the Carrier has not acted negligently or with wilful intent. The effect of this clause is that the owner of the article, the Customer and/or receiver of the article may have limited or no recourse against the Carrier in the circumstances referred to herein and that the Customer could become liable to compensate the Carrier if it becomes liable in the circumstances referred to herein.

3.2 Without derogating from the provisions of clause 3.1 should it nevertheless be held that the Carrier is liable for any cost, expense, loss and / or damage, liability shall be limited to R1000 (VAT incl.) per consignment carried, but in all cases shall not exceed the actual manufactured cost of the article/s. The effect of this clause is that the liability of the Carrier may be limited to the amounts contemplated herein in the circumstances contemplated herein.

3.3 All charges are levied according to mass or volume per consignment (whichever is the greater) and not by the value of the article/s carried unless agreed to the contrary, in writing by the Carrier. To the extent that such cost, expense, loss and/or damage was not incurred as a result of the negligence or wilful act of the Carrier. Should the Customer select the "limited liability option on the Waybill, then the Customer will be liable to pay the Carrier an additional amount equal to 2% of the value of the article (as noted on the face of the waybill) plus VAT or their current minimum charge, whichever is the greater.

3.4 The Carrier will not procure, nor will the Carrier be responsible for procuring, any insurance cover for, or on behalf of, the Customer. The Customer is solely responsible for procuring his/her/its own insurance cover in relation to the article and the carriage services provided by the Carrier to the Customer in relation to such article.

3.5 The limited liability options

3.5.1 The provisions of this clause are only of application to the extent that:

3.5.1.1 the Customer has actually selected the "limited liability" option on the Waybill; and

3.5.1.2 the article is not one of the following:

Alcohol, bottled wine, liquor, antiques, antiques of any description, ammunition, arms, explosives, artwork, paintings, frames and framed commodities, bank and/or treasury notes, bonds, bullion, cash, traveller's cheques, vouchers of any description, money, phone cards, prepaid cards, securities, specie, stamps, tickets, bulk cargo, cellular phones and accessories, ipads, ebooks, tablets – i.e. all mobile multimedia electronic communication devices,

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cigarettes, tobacco and tobacco products, cobalt, copper, dangerous/ hazardous goods, used and/ or second hand goods, documents of any description, manuscripts, patterns, plans, deeds, designs, certificates, samples, models, moulds, flowers, fresh produce, frozen or chilled foods, fruit, gold and silver articles, watches, jewellery, precious metals and precious/semi-precious stones, hides and skins, furs, household goods and personal effects, livestock, animals of any description, motor vehicles of any description, tyres; and

3.5.1.3 the article is adequately packaged to withstand the normal rigours of transportation. Claims due to inadequate packaging can be repudiated.

3.5.2 Subject to the provisions of clause 3.5 above if the article is lost or damaged by the Carrier during the course and scope of its carriage thereof the Carrier will, notwithstanding the provisions of clauses 3.1 and 3.2 above, be liable to the Customer for the direct cost of replacing or repairing the lost or damaged article; provided that:

3.5.2.1 The Customer has reasonably proven that the article has been lost, or damaged, and that such loss or damage was caused by the Carrier; and

3.5.2.2 the Customer has paid the Carrier the additional fee referred to in clause 3.3 above in relation hereto; and

3.5.2.3 the maximum liability of the Carrier to the Customer shall, to the maximum extent permitted in law, be the lesser of the value of the article (as provided by the Customer on the waybill), and R50,000 (Fifty Thousand Rand); provided that if no such value is provided on the waybill, the value of the article shall be deemed to be an amount equal to R50 (Fifty Rand). The effect of this clause is that the Customer may have limited or no recourse against the Carrier in the circumstances referred to herein.

3.5.3 In the event of a claim in terms of clause 3.5.2, please contact Dawn Wing on (011) 961 4800.

3.5.4 Any claims against the Carrier, must be submitted by the Customer in writing on the Carrier's official Claim Form to reach the Carrier within 30 (thirty) days of the date of delivery of the consignment, in the case of claims falling under the provisions of clause 3.1 above and within 60 (sixty) days of the date of delivery of the consignment, in respect of all other claims, failing which, the Customer and/or any other person, will be barred from lodging such claim. Claims submitted after the respective periods will irrevocably lapse and be of no force and effect.

The Customer indemnifies the Carrier against any loss or damage, direct or indirect, including consequential damages, arising from the Customer's failure to observe the time barring provisions of this clause

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3.6 The Carrier will not provide any services in respect of any hazardous goods.

3.7 Whilst the carrier will use its reasonable endeavours to effect delivery of any articles at the time requested by the Customer on the waybill, such requested time is an estimate only and does not constitute an agreement by the carrier that such article will be delivered at such time.

3.8 Where payment for carriage, or any other service rendered by the Carrier, is made by cheque or any other means and such payment is not honoured on presentation, or the cheque returned "refer to drawer" through no fault of the Carrier, the Customer agrees to compensate the Carrier, on demand, for all and any additional charges incurred by the Carrier in recovering such payment. Should the Carrier envision a major delay, it will inform the Customer in writing

3.9 All amounts payable by the Customer to the Carrier are exclusive of VAT (unless specifically stated to the contrary on the Waybill) and shall be settled in full, without deduction or set off. In the event that the Carrier instructs attorneys or collection agents to institute action against the Customer arising from, or in connection with, this document, the Customer acknowledges liability for all and any costs incurred by the Carrier on the attorney and Customer scale, as well as collection charges and any tracing fees.

3.10 This document contains the entire agreement between the parties in relation to the subject matter hereof. No alteration, cancellation, variation of, or addition hereto will be of any force or effect unless reduced to writing and signed by all the parties to these conditions or their duly authorised representatives.

4. Cancellation Policy

The Customer accepts that the Carrier will incur costs in processing shipping orders. In relation to any cancellation requests the following terms and conditions will apply:

- If the collection is cancelled before the Carrier has attempted collection, no cancellation fee will be applied.
- If the Carrier arrives at the collection point and the Customer does not tender goods for the collection order at the expected pick-up time, a cancellation fee equivalent to 50% of the quoted collection fee will be charged.
- In the event of the delivery being cancelled after the Consignment has been collected, the Customer will be charged in full.

Please further note, the Carrier provides a service to the Customer in accordance with the information on the Waybill. Any instruction from the Customer to the Carrier to provide a service shall be on the Waybill, duly completed and tendered with the shipment. Unless otherwise agreed in writing and signed by the Carrier, no other instructions, whether verbal or written shall be binding on the Carrier.



5. Refund Policy

The Carrier, in certain circumstances (as detailed below) and subject to certain limitations (as detailed below), will provide a credit or a refund of service fees paid by the customer in respect of a shipment of the Carrier.

The circumstances in which a credit or refund will be considered are as follows:

- Where a collection order is cancelled before the Carrier has attempted collection and where the Carrier has not incurred a cost from the carrier for the booking. (Please refer to Cancellation Policy)
- If the Carrier arrives at the collection point and the Customer does not tender goods for the collection order at the expected pick-up time, a credit/refund equivalent to 50% of the collection fee may be applied. (Please refer to Cancellation Policy)
- Where a service is delayed, due to the Carrier's gross negligence, to the extent that it cannot be rebooked to a comparable service to satisfy the intended purpose of the delivery. Please however take note of the following:
 - The refund is in respect of the Carrier's service fees only and is exclusive of all other items, including, without limitation, fines and taxes.
 - The Customer must notify the Carrier of any claim for late delivery, in writing or by telephone, within 14 calendar days of the shipment date providing Dawn Wing with the account number (if applicable), the Waybill number, the date of shipment and full delivery details. The Carrier will undertake to review the claim and respond within a reasonable time frame after the customer so notifies the Carrier by (i) providing the customer with the appropriate credit/refund; or (ii) providing the customer with information explaining the reason that the shipment is not eligible for the refund or (iii) provide the customer with evidence of timely delivery.
 - The refund will not apply where late delivery or failure to deliver is due to circumstances beyond the Carrier's control which may include Customs delays, or inaccurate or incomplete shipment information, delivery instructions or information (such as P.O. Box for receiver address, missing or inaccurate receiver telephone number), or receivers request for delay or shipment diversion, or unavailability or refusal of the receiver to accept delivery or to pay duties and taxes against delivery if required to do so.
 - All other provisions of the Standard Trading Conditions of the Carrier apply and your attention is drawn to Clause 3.7 of these Conditions.

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6. Online Secure Payments

The Carrier has partnered with PayU, a leading online payment service provider, for the convenient and secure handling of online payments.

Once customers have selected their service, they can pay through the PayU payment portal using their preferred payment option: credit/debit card, bank transfer or eBucks.

All payment data is processed, transmitted and stored securely by PayU for each online transaction – the Carrier will have no access to any personal and financial information shared on this platform.

PayU has a real-time secure link to partnering banks and all transactions have 3D-Secure authentication for your added control and security.

Customers will receive an email confirmation of the approved payment. PayU is an entity having a Level-1 Payment Card Industry Data System Security (PCI DSS) certification, since 2008, and is certified with the Payment Association of South Africa as a Systems Operator.

Please refer to [PayU's Privacy Policy](#) for further information on how PayU protects and stores personal information and for what purposes this information is used. PayU certification can be found [here](#).

7. Country of Domicile

Dawn Wing, a division of DPD Laser Express Logistics (Pty) Limited is based in the Republic of South Africa and is governed by the laws of the Republic of South Africa.

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