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## VEHICLE DELIVERY SERVICES

### CLAIMS PROCEDURE

#### 1. RECITALS

The procedure to be followed by a consignee for compensation in respect of any damages / shortages as set out hereunder.

#### 2. DEFINITIONS

For the purpose of this document, unless the context requires otherwise:

- 2.1 CLAIMS MEDIATOR** Means an employee or representative of VDS appointed to settle or mediate claims on behalf of VDS.
- 2.2 CONSIGNEE** means any Dealer/ Agent or person to whom VDS is contracted to deliver vehicles
- 2.3 CLAIM** means a claim lodged by a consignee in accordance with clause 4.
- 2.4 DAMAGE** means any damage or shortage in respect of a vehicle for which VDS may be liable to the consignee.
- 2.5 DELIVERY NOTE** means a VDS Delivery Note presented to the consignee on delivery of the vehicle.
- 2.6 DEALER COPY** means the copy of the VDS Delivery Note
- 2.7 VDS** means “VEHICLE DELIVERY SERVICES, A DIVISION OF ONELOGIX (PTY) LTD”
- 2.8 ORDER** means a standard VDS order currently in use by VDS or any of its wholly owned subsidiaries, servants or agents.

#### 3. CONDITIONS OF PAYMENT

VDS liability to a consignee for any damage to a vehicle is subject to the following conditions:

- 3.1 The punctual compliance by the consignee of the procedure set out in clause 4.
- 3.2 The possession of a valid dealer’s copy of the VDS Delivery Note in respect of the vehicle for which a claim is being lodged.

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3.3 The compliance by the consignee of its obligations set out in clause 4.3, 4.4 & 6

#### **4. PROCEDURE**

The consignee shall lodge a claim in accordance with the following procedure:

4.1 Upon receipt of any vehicle(s) delivered by VDS, the consignee or his representative, shall:

4.1.1. inspect the vehicle for any damage in the presence of the VDS driver or representative, which inspection:

4.1.1.1 shall not commence later than 20 minutes after delivery of the vehicle, provided that such delivery takes place during normal business hours. Should the delivery take place after hours, the vehicle shall be inspected on the following business day by 12:00 noon

4.1.1.2 shall not exceed 5 minutes per vehicle, unless a prior arrangement acceptable to both parties has been made.

4.1.2 Point out to the VDS driver any damage found to the vehicle.

4.1.3 Record on the VDS Delivery Note all damage/ shortages to the vehicle which was pointed out to the VDS driver in accordance with 4.1.2

4.1.4 Ensure that VDS Delivery Note is countersigned by the VDS driver or representative.

4.1.5 Sign, date and affix an official company stamp to all copies of the delivery note.

4.1.6 Retain the dealers copy of the VDS Delivery Note as proof of delivery of the vehicle.

4.1.7 Return the original and all other copies of the VDS Delivery Note to the VDS driver or representative

4.1.8 In the event that damage is found to have occurred to a vehicle and provided that the procedure in clause 4 has been complied with, the consignee or his / her representative shall:

4.1.8.1 within 24 hours of receipt of a vehicle, report the claim to VDS provided it was endorsed on the delivery note at the time of delivery, on a VDS claim form (available on request)

4.1.8.2 notify VDS at the appropriate address referred to in clause 8, by email of any damage

4.1.8.3 supply full particulars of the nature and extent of the damage



4.1.8.4 supply full particulars of any other information which may be required by VDS or which may be relevant regarding the processing of the claim

4.1.8.5 submit two written quotations for repairs of the vehicle within 48 hours

4.1.8.6 Supply any other acceptable proof of the price of any missing spare parts or items within 48 hours.

#### **ASSESSMENT**

- 4.2 VDS shall upon notification of a claim in accordance with clause 4, be entitled but not obliged, to inspect the damage to a vehicle, in order to assess its liability to the consignee.
- 4.3 The consignee shall allow a VDS claims mediator or insurance appointed assessor to inspect the vehicle at its premises, irrespective of whether the consignee has been notified of an intended inspection or not.
- 4.4 Upon inspection of the vehicle by the VDS claims mediator, the consignee shall produce the documents referred to in 4.1.6, 4.1.8.1, 4.1.8.5 & 4.1.8.6
- 4.5 Submit to VDS on request, digital photos for assessment purposes.

#### **PAYMENT**

Should a VDS claims mediator be satisfied that the procedures in clause 4 have been complied with the claims mediator shall issue an order to an approved supplier or repairer or the consignee himself for the repair of the vehicle or the replacement of shortages.

Within **30 (THIRTY)** days of receipt of an invoice in respect of the order issued, VDS shall pay an amount equal to the amount reflected in the purchase order to the supplier or repairer of the consignee.

#### **RETENTION OF DAMAGED GOODS**

The consignee shall keep all broken or damaged items on its premises for inspection by the claims mediator, for a period of 3 months. The ownership in respect of such items shall upon issue of an order in accordance with clause 5, vest in VDS. Should VDS not arrange collection of the broken or damaged items in a period of 3 months, the consignee should inform VDS in writing and can then discard the said items.

#### **INTERPRETATION**

- 7.1 For the purpose of this document, unless the context requires otherwise:
  - 7.1.1 the singular shall include the plural and vice versa
  - 7.1.2 reference to any one gender, shall include all genders equally
  - 7.1.3 reference to a natural person includes an alien person and vice versa.





7.2 All headings in this document are for convenience only and are not to be taken into account for the purpose of interpreting it.

## 8. GENERAL

It is hereby recorded that nothing in this document should be constructed so as to render VDS liable to the consignee for the compensation of any damage for which VDS would not otherwise have been liable.

Notwithstanding anything else contained in this document, VDS reserves the right to alter or vary the provisions of this claim procedure from time to time.

This document contains the entire **claims procedure** between the parties and no other provision, save as in accordance with this document, will be of any effect. No act of leniency, indulgence or any waiver of these rights by VDS may be interpreted as estoppels against VDS.



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