

Terms & Conditions

Effective Date: 02 August 2023

Welcome to ShiftVends, a trading division of Shiftload (Pty) Ltd ("ShiftVends", "we", "our", or "us"). By accessing our website, requesting our services, purchasing, renting, or partnering with ShiftVends, you agree to these Terms and Conditions.

1. About Us

ShiftVends is a business division of Shiftload (Pty) Ltd, providing smart vending machine sales, rentals, installations, maintenance, restocking services, digital advertising solutions, and related services throughout South Africa.

2. Acceptance of Terms

By using this website or entering into any agreement with ShiftVends, you confirm that you have read, understood, and accepted these Terms and Conditions.

If you do not agree with these Terms, please do not use our website or services.

3. Services

ShiftVends may provide:

- Sale of vending machines
- Rental of vending machines
- Machine installation
- Machine maintenance
- Product restocking
- Remote machine monitoring
- Digital advertising management
- Technical support
- Venue partnership programmes

Availability of services may vary by location.

4. Quotations

All quotations are:

- Subject to availability
- Valid for the period stated on the quotation
- Subject to change without prior notice if expired
- Exclusive of additional costs unless specifically stated

No quotation constitutes a binding agreement until accepted in writing.

5. Orders and Payments

Orders are confirmed only after:

- Receipt of the required deposit or full payment
- Signed agreement where applicable
- Successful verification of customer information

Accepted payment methods will be communicated during the ordering process.

6. Delivery and Installation

ShiftVends will arrange delivery and installation according to mutually agreed dates.

Delivery times are estimates and may be affected by:

- Supplier delays
- Shipping delays
- Public holidays
- Weather conditions
- Circumstances beyond our reasonable control

ShiftVends shall not be liable for delays caused by third parties.

7. Machine Rental

Rental agreements remain subject to a separate signed Rental Agreement.

Rental customers agree to:

- Keep the machine in good condition
- Prevent misuse or vandalism where reasonably possible
- Notify ShiftVends immediately of faults or damage
- Allow authorised technicians access for servicing

Ownership of rented machines remains with Shiftload (Pty) Ltd unless otherwise agreed in writing.

8. Machine Purchase

Ownership transfers only after full payment has been received.

Warranty terms will be provided separately where applicable.

9. Venue Partnerships

Venue partners agree to:

- Provide suitable installation space
- Maintain electricity and internet connectivity where required

Not relocate or modify the machine without written approval
Permit authorised ShiftVends personnel access for servicing and restocking

Commission payments will be made according to the signed partnership agreement.

10. Digital Advertising

ShiftVends may display advertising content on machines supplied or operated by us.

Advertising may include:

ShiftVends promotions
Product promotions
Venue promotions
Third-party advertising

Advertising content remains the property of ShiftVends or the respective advertiser.

11. Remote Monitoring

Machines equipped with remote monitoring technology transmit operational information including:

Machine status
Inventory levels
Sales information
Error notifications
Connectivity status

This information is used solely to improve service delivery, maintenance, stock management, and business reporting.

12. Customer Responsibilities

Customers agree to:

Provide accurate information
Protect machine access
Report faults promptly
Use machines only for their intended purpose
Comply with applicable laws and regulations

13. Intellectual Property

All website content including:

Logos
Branding
Images
Text

Graphics

Marketing materials

Software

Designs

remain the intellectual property of Shiftload (Pty) Ltd unless otherwise stated.

No content may be copied or reproduced without written permission.

14. Website Use

Users agree not to:

Interfere with website security

Attempt unauthorised access

Upload malicious software

Use the website for unlawful purposes

ShiftVends reserves the right to restrict access where misuse is suspected.

15. Limitation of Liability

To the fullest extent permitted by law, Shiftload (Pty) Ltd shall not be liable for:

Indirect losses

Consequential damages

Loss of profits

Business interruption

Delays caused by third parties

Events beyond our reasonable control

Nothing in these Terms limits rights that cannot legally be excluded under South African law.

16. Privacy

Any personal information collected through our website or services will be handled in accordance with applicable South African privacy legislation.

Personal information will only be used for legitimate business purposes, including customer support, service delivery, communication, and legal compliance.

17. Amendments

ShiftVends reserves the right to amend these Terms and Conditions at any time.

Updated versions will be published on this website.

Continued use of our services constitutes acceptance of the updated Terms.

18. Governing Law

These Terms and Conditions are governed by the laws of the Republic of South Africa.

Any disputes arising from these Terms shall be subject to the jurisdiction of the South African courts.

19. Contact Us

Shiftload (Pty) Ltd
Trading as ShiftVends

Email: info@shiftvends.co.za
Website: www.shiftvends.co.za

For any questions regarding these Terms and Conditions, please contact us using the details above.