



Nduky Client Terms and Conditions V1.0

Effective Date: 1st August, 2025

1. Introduction

Welcome to **Nduky Express** – your trusted partner for quick, affordable, and reliable deliveries within Mombasa and beyond. By using our platform, you agree to the following Terms and Conditions. We've kept them clear and client-focused so you know exactly what to expect from us and what we need from you.

2. Definitions

- **Nduky** – Refers to Nduky Express, its affiliates, and subsidiaries.
- **Client/User** – Any individual or entity using the Nduky platform to request delivery services.
- **Rider** – An independent contractor who performs delivery services through the Nduky platform.
- **Platform** – The Nduky mobile application and website.

3. Using the Nduky Platform

- 3.1 You must be at least 18 years old to request deliveries.
- 3.2 Provide accurate and complete information when registering and booking deliveries.
- 3.3 Keep your account credentials secure – you are responsible for all activity on your account.

4. Delivery Services – What You Can Expect

- 4.1 **Real-Time Tracking:** You can follow your delivery in real time through Google Maps within the Nduky app for Express Delivery and real time updates for other deliveries.
- 4.2 **Easy Pick-Up & Drop-Off Selection:** We've integrated location tools to help you choose precise pick-up and drop-off points with ease.
- 4.3 **Reliable Riders:** We work with trained, vetted Riders who aim to deliver your items safely and on time.
- 4.4 **Delivery Timeframes:** While we work hard to meet estimated delivery times, factors like traffic, weather, or Rider availability may cause delays.
- 4.5 **Recipient Unavailable at Delivery:**

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- If our Rider arrives and cannot locate or reach the recipient within **5 minutes**, the parcel will be taken to the nearest boda boda or Nduky office for safekeeping and you will be informed of its current location.
- You may either collect it in person or request another delivery (additional charges apply).
- Nduky will store the item but will **not be responsible for its condition** while in storage.
- After **7 days**, a storage fee of **KES 50 per day** will apply.
- If uncollected for **3 months**, Nduky may dispose of the item and recover storage costs from the client, including by selling the item if applicable. This policy applies at Nduky's discretion.

5. Client Responsibilities

5.1 Ensure that all items sent are legal, safe, and appropriately packaged.

5.2 Do not request delivery of prohibited or dangerous items (e.g., hazardous materials, illegal substances).

5.3 Be available at the delivery location or provide accurate alternative instructions.

5.4 All deliveries must be booked and paid for through the Nduky app. If you engage a Rider privately, outside the Nduky platform, Nduky will not be responsible for that delivery, including any loss, damage, theft, delays, or disputes related to the parcel.

6. Fees and Payments

6.1 All delivery fees are displayed before confirming your request and are based on factors like distance, size, and urgency.

6.2 **Payment is only through the Nduky app** – no cash or outside payments are allowed unless it is assisted delivery done through the Nduky Office. At no time should the user pay the rider for any delivery whether through Mpesa or other forms.

6.3 Once a payment is made, refunds are not issued in cash. If you cancel a delivery request within **2 minutes**, the full amount will be credited to your Nduky wallet for future use. After 2 minutes, the company retains the full amount.

7. Refunds & Cancellations

7.1 Refunds are wallet-based only and can be used for future deliveries or other Nduky services.

7.2 No cash refunds will be issued.

8. Liability & Compensation

8.1 Nduky's liability for loss or damage is capped at **KES 5,000** after a thorough investigation (within **30–60 working days**) and only if the declared details and value match the parcel

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contents and liability falls on Nduky Express.

8.2 Nduky is not liable for any indirect, incidental, or consequential losses, including perishable spoilage, unless caused by proven negligence on our part.

8.3 Off-Platform Deliveries:

Nduky's responsibility applies only to deliveries booked and paid for through the Nduky platform. Any arrangement you make directly with a Rider, outside the platform, is entirely at your own risk. Nduky will not be liable for any issues, including loss, damage, theft, or delays in such cases neither will we be compelled to assist in the recovery, compensation or investigation of such deliveries.

9. Indemnification

You agree to indemnify Nduky and its partners from claims or losses resulting from:

- Your breach of these Terms and Conditions.
- Violation of laws or rights of Nduky Express , its staff and third parties.
- Sending prohibited or unsafe items.

10. Dispute Resolution

We aim to resolve all issues amicably. If unresolved, disputes will be handled through binding arbitration under Kenyan law.

11. Modifications

Nduky may update these terms at any time, with changes posted on the app. Continued use of the platform means you accept the updated terms.

12. Governing Law

These Terms and Conditions are governed by the laws of Kenya.

Acknowledgment:

By clicking "Agree" in the app or using Nduky's services, you confirm that you have read, understood, and accepted these Terms and Conditions.

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