



**DRYVAR FOODS FRANCHISE  
DRIVER AGREEMENT**

Entered into between

**DRYVAR (PTY)LTD**

(Registration No. 2017/440546/07)

(Address: Unit 202, 2nd Floor, The Ridge 6, 20 Ncondo Place, Umhlanga, 4319)

(Who shall be referred to herein after as "the company")

And

Name and Surname : FELIX MZAVA  
Identity Number : MA 378406  
Physical Address : 320 ungeni Rd - Ribon  
Cellphone Number : 0784092243  
E-mail address : MZAVA FELIX@gmail.com

(The FRANCHISEE OWNER who shall be referred to hereinafter as "subscriber/franchisee owner")

( hereinafter referred to as the parties)

The company DRYVAR Foods, has created an online platform known as DRYVAR Foods, which is in the form of an application, which sole purpose is to provide an affordable and easily accessible mode of food delivery.

The company DRYVAR Foods wishes to make available to its franchisee's the application with the intention to provide individuals with an opportunity to offer such services by subscribing to the application to utilize it to procure such work.

By signing or committing to be a franchisee it enables the franchisee to provide individuals in the general public sector/corporate sector to commute via the application. The company wishes to empower all franchisee owners to work via a platform which will allow them to earn revenue due to the design of the DRYVAR Foods application.

The purpose of DRYVAR Foods was to create one seamless platform on which food delivery demands may be booked and confirmed. The franchisee owner will be responsible to accept client's requests within the stipulated amount of time as per this document.

Dryvar Foods is as such offering Franchise business models to potential franchisees. The franchise is being offered as a turn key business model with close to zero oversight necessary. Included in the Franchise fee and monthly management fee is everything one would need to operate a Franchise on the Dryvar Foods platform i.e. A vehicle, a driver, a franchise license and monthly revenue management services.

Initial 

3.1.1 The Franchise owner will take complete responsibility for:

- All late orders as a result of their driver
- All orders deemed damaged or unsatisfactory by clients (cold, messy etc.)
- The agreed upon salary for their designated driver will receive a salary of R2500.00 per month for the first two months only and they will receive 50% of the delivery fee.
- Work Times from 9am to 10pm Monday to Sunday
- All fuel, maintenance, repairs and any other costs relating to delivery of food for Dryvar Foods.
- Drivers will be held liable for any damages to the bikes, bags and uniform.
- Poor service, mannerisms, hygiene and other actions that may deteriorate the brands reputation, drivers will pay a penalty fee of R300.00.
- Drivers can only deliver for Dryvar Foods no other company.
- The delivery bag is only to be used when collecting or delivering food to a customer. (Drivers are not to carry the bag around if they have no order to collect).
- Drivers to fill own fuel
- Drivers to purchase own data and stay line for their shift.
- Every Morning the driver has to send me his pin location, a uniform picture and a vehicle picture to his Field Manager.
- Random video calls to be conducted by the Field Manager.
- Sick Leave needs to be communicated to the Field Manager.
- All drivers agree that they are not employed by Dryvar Foods or any of our companies and they will be working as a contractor.
- We will not be liable for any loss or injury that they may occur while performing their delivery duties in line of using the platform.
- Drivers cannot use the bike for personal use.
- Drivers are not allowed to use any DRYVAR FOODS branded attire if they are not working.
- Cost on bike: R23000.00
- Registration: R1500.00
- Bike Signage: R500.00
- Helmet with Signage: R1000.00
- Branded Delivery Bag: R600.00
- Six Branded Golfers: R700.00
- One Branded Cap: R50.00
- Branded Lanyard: R50.00
- Branded Jacket: R600.00
- Total Cost: R28000.00
- Payment Over 24 Months: R1168 per month.
- Motor Bike Insurance: R300 per month
- Drivers will be liable to replace the branded uniform if lost.

3.1.2 The subscriber/franchisee owner:

3.1.3 May not rent, lease, lend, sell, redistribute or sublicense the Licensed Application;

3.1.4 May not drive, subscribe or partner with any other competitor or related companies that offer similar services either in part or in whole, whilst under a DRYVAR Foods franchise agreement. The franchisee owner agrees that the vehicle will be used for the sole purpose of rendering of the DRYVAR Foods services, **unless** already subscribed to an agreement provided by a competitor prior to this DRYVAR Foods.

Initial 

#### **4. TERMS OF USE**

- 4.1 The subscriber/franchisee owner expressly acknowledge and agree that:
- 4.1.1. The application as well as any and all modifications made there to shall and remain the sole and exclusive property of the company.
  - 4.1.2. Will use a vehicle that is roadworthy and approved by DRYVAR Foods management.
  - 4.1.3. They/he/she is fluent in English.
  - 4.1.4. Should the subscriber/franchisee owner/driver cancel any request, after acceptance on the application without valid reason, the company reserves the right to suspend the subscriber/franchisee owner from usage of the application.
  - 4.1.5. Use of the licensed application is at its own risk.
  - 4.1.6. Unless expressly stated to the contrary in this agreement, the company hereby disclaims all representations, warranties and conditions with respect to the licensed application and any services, whether express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment.
  - 4.1.7. He/she will always be polite to all clients using the DRYVAR Foods platform.

#### **5. NO WARRANTY**

- 5.1. The company licenses and supplies the application and/or Software "as is" and does not warrant that the operation there of will be uninterrupted or error free, or that the application and/or software will be suitable for any particular purpose notwithstanding that any such purpose may be known or ought reasonably to have been known by the company.
- 5.2. The company does not warrant against interference with your enjoyment of the licensed application, that the functions contained in, or services performed or provided by, the licensed application will meet your requirements, that the operation of the licensed application or services will be uninterrupted or error-free, or that defects in the licensed application or services will be corrected.

Initial 

## **9. INSURANCE**

- 9.1. The parties acknowledge that due to the nature of its business relationship, certain insurances are required and more specifically that of vehicle insurance for business use.
- 9.2. The costs of such insurance shall be borne by the subscriber/franchise owner (as stated above in 10.1).
- 9.3. Where the insurance is provided, the subscriber/franchise owner shall pay to the designated insurance company/brokerage the costs of such insurances, on a per monthly basis as stipulated on that specific contract. DRYVAR Foods will not be responsible for this in any way.

## **10. LIABILITY**

- 10.1. The parties agree that the company shall not, for any reason whatsoever, be liable for any damages, directly or indirectly incurred by the subscriber/franchise owner or driver as a result of this agreement or as a result of the subscriber/franchise owner services.
- 10.2. More specifically (but not limited to the below), the parties agree that the company shall not be held liable for:-
- 10.2.1. Any loss or damage of the subscriber/franchise owner vehicle.
- 10.2.2. Any loss or damage of a third party's vehicle as a result of a collision or accident between the subscriber/franchise owner/driver and such third party.

## **11. TERMINATION**

- 11.1. The license granted in terms of this agreement is effective until terminated by either party and the subscriber's rights under this Agreement will terminate automatically without notice from the Company if the Subscriber fails to comply with any term(s) of this Agreement (as stated in 2.1).

Initial



**Banking details**

Account holder name : \_\_\_\_\_  
Bank Name : \_\_\_\_\_  
Account Number : \_\_\_\_\_  
Branch code : \_\_\_\_\_

**THUS DONE AND SIGNED BY THE PARTIES ON THE DATES AND AT THE PLACES SET OUT HEREUNDER  
AND IN THE PRESENCE OF THE UNDERSIGNED WITNESSES**

\_\_\_\_\_  
FOR AND ON BEHALF OF THE COMPANY  
WHO WARRANTS HIS/HER AUTHORITY HERETO

Name : \_\_\_\_\_

Place : \_\_\_\_\_

Date : \_\_\_\_\_

**WITNESS**

Witness 1: \_\_\_\_\_

\_\_\_\_\_  
FOR AND ON BEHALF OF THE SUBSCRIBER  
WHO WARRANTS HIS/HER AUTHORITY HERETO

Name : FELIX

Place : DURBAN

Date : 30/07/2020

Witness 1: \_\_\_\_\_

## Republic of South Africa

## Republiek van Suid-Afrika

TRAFFIC REGISTER NUMBER CERTIFICATE  
(National Road Traffic Act, 1996)VERKEERSREGISTERNUMMERSERTIFIKAAT  
(Nasionale Padverkeerswet, 1996)

Registering authority

Umhlanga Rocks

Traffic register  
number

205800SRP0008

Name

F MZAVA

Registrasie-owerheid

Verkeersregister-  
nommer

Naam

WAT HIERDIE DOKUMENT 'N WARE AFDRUK (AFSKRIF) IS VAN  
DIE OORSPRONKELIKE DOKUMENT WAT AAN MY VIR WAARNEMING VOORGELE  
IS. EK CERTIFISEER HIERDER DAT, VOLGENS MY WAARNEMINGS, DAAR NIE 'N  
VERANDERING OF VERANDERING OP DIE OORSPRONKELIKE DOKUMENT AANGE-  
BRING NIE.

Y THAT THIS DOCUMENT IS A TRUE REPRODUCTION (COPY) OF THE  
ORIGINAL DOCUMENT WHICH WAS HANDED TO ME FOR AUTHENTICATION. I  
CERTIFY THAT, FROM MY OBSERVATIONS, AN AMENDMENT OR A  
CHANGE WAS NOT MADE TO THE ORIGINAL DOCUMENT.

Postal address

LOT 765

Posadres

HOUTERKENING SIGNATURE

PARKGATE

NUMBER

RANG

OTTAWA

RANK

4319

Street address

LOT 765  
PARKGATE  
OTTAWA

Straatadres

4319

Address where notices  
must be served

Postal Address

Adres waar kennis-  
gewings beteken moet word

Control number

20580025HP8C

Beheernommer

Issue number

01

Uitreikingsnommer

Date of issue

SOUTH AFRICAN POLICE SERVICE

2018-09-13

Datum van uitreiking

RECEIPT

COMMUNITY SERVICE CENTRE

KWITANSIE

Receipt number

2018 -09- 13

Kwitansienommer

Transaction

DURBAN CENTRAL

Transaksie

In respect of

KWAZULU-NATAL

205800008WFW

Ten opsigte van

Total amount received

R0.00

Totale bedrag ontvang

Date

Datum

Received by

Ontvang deur

Method of payment

Metode van betaling

Number

Nommer

## IMPORTANT INFORMATION

## BELANGRIKE INLIGTING

1. This certificate is deemed to be the identity document of the mentioned entity for purposes of the National Road Traffic Act, 1996 (Act No 93 of 1996).
2. This certificate must be kept safe and be produced where acceptable identification is required in terms of the National Road Traffic Act, 1996.

1. Hierdie sertifikaat word geag die identiteitsdokument van die genoemde entiteit te wees vir doeleindes van die Nasionale Padverkeerswet, 1996 (Wet Nr 93 van 1996).
2. Hierdie sertifikaat moet bewaar word en voorgelê word waar aanvaarbare identifikasie ingevolge die Nasionale Padverkeerswet, 1996 verlang word.

2058

2018-09-13 12:59:03

BK 5502978

Z 579

ISSUED WITHOUT ANY ALTERATIONS OR ERASURES

UITGEEK SONDER ENIGE VERANDERING OF UITKRAPPING



**Councillor**

Mezzanine Floor Shell House  
Cnr. Anton Lembede & Samora Mitchell Street, Durban, 4001  
P O Box 1014, Durban, 4000  
Tel: 031 322 7030, Fax 031 311 3827  
www.durban.gov.za

Our Ref: **Cllr. C.B. Dlamini**

Your Ref: **083 351 3474**

Enquires: **16, 05, 2017**

**To Whom It May Concern**

This letter serves to confirm that **Mzava Felix**

ID No./D.O.B. **BSNMW 10000 51016** Is a known resident member of  
**J18 Ally Building 14 Umngeni Road Durban 4001**

I appeal to you that she/he be given the following assistance:-

- Birth Certificate ☐
- Identity Document ☐
- Child Support Grant ☐
- Foster Care Grant ☐
- Disability Grant ☐
- Old Age Pension ☐
- Maintenance ☐
- Road Accident Fund ☐
- Bank Account update/opening ☐
- Confirmation of Address ☒
- Other .....

I CERTIFY THAT THIS DOCUMENT IS A TRUE REPRODUCTION (COPY) OF THE ORIGINAL DOCUMENT WHICH WAS HANDED TO ME FOR AUTHENTICATION. I FURTHER CERTIFY THAT FROM MY OBSERVATIONS AN AMENDMENT OR A CHANGE WAS NOT MADE TO THE ORIGINAL DOCUMENT.

SIGNATURE

PERSAL NUMBER: **0121931** RANK: **Capt**

NAME IN PRINT: **Dlamini m e**

SOUTH AFRICAN POLICE SERVICE  
OPERATIONAL RESPONSE SERVICES  
PORT OF ENTRY  
DURBAN HARBOUR

**2020 -07- 30**

OUTER PERIMETER

SUID AFRIKAANSE POLISIE DIENS

Your co-operation will be highly appreciated.

Yours faithfully

**Councillor C.B. Dlamini**  
**(Ward - 26)**  
**eThekweni Municipality**

Councillor Conrad Mzimusa Dlamini

COMMISSIONER OF OATHS  
ETHEKWINI MUNICIPALITY  
EX OFFICIO DISTRICT OF DURBAN IN  
TERMS OF SECTION 6 OF ACT 16 OF 1963  
(AS AMENDED) CITY HALL SECRETARIAT  
Dr Pixley Ka Seme Street, Durban, 4001

# DRIVING LICENCE

CARTA DE CONDUCAO / PERMIS DE CONDUIRE

SADC

MALAWI



2.1 Surname: **MZAVA**  
 2.2 Names: **FELIX**  
 3. Date of Birth: **02/01/1991** **MALE**  
 4d. TRN: **20150904122089**  
 4ab/11 Validity: **22/11/2017 - 22/11/2022**  
 4c. Issued by: **MALAWI**  
 5. Licence No: **1018103064861**  
 9. Code: **CE**  
 10. First Issue: **09/07**  
 12. Vehicle restr: **0**

12. Driver restr: **0**  
 Issue No: **01**

PDP CATEGORY: **PGD**  
 Expiry Date: **22/11/2019**

A1	≤ 125cc	A	≤ 125cc
B1	≤ 125cc	B	GVM ≤ 3500kg
C1	GVM ≤ 7500kg	C	Pass ≤ 8
D1	Pass ≤ 16	D	
BE		C1E	
CE		D1E	
DE			Trailer GVM ≤ 750kg

Driver Restrictions:  
☒ Corrective Lenses  
☐ Prostheses  
 Vehicle Restrictions:  
☒ Automatic Transmission  
☐ Electrically Powered  
☐ Physically Disabled  
☐ Tractor only  
☐ Industrial/Agricultural  
 02/01/1991  
 000234890

I CERTIFY THAT THIS DOCUMENT IS A TRUE REPRODUCTION (COPY) OF THE ORIGINAL DOCUMENT WHICH WAS HANDLED TO ME FOR AUTHENTICATION. I FURTHER CERTIFY THAT FROM MY OBSERVATIONS AN AMENDMENT OR A CHANGE WAS NOT MADE TO THE ORIGINAL DOCUMENT.

SIGNATURE: *[Signature]*  
 PERSAL NUMBER: **040814**  
 RANK: **Capt**  
 NAME IN PRINT: **Dlamini**

**SOUTH AFRICAN POLICE SERVICE**  
**OPERATIONAL RESPONSE SERVICES**  
**PORT OF ENTRY**  
**DURBAN HARBOUR**  
**2020 -07- 30**  
**OUTER PERIMETER**  
**SIJID AFRIKAANSE POLISIE DIENS**



[illegible]

This Passport is valid for all countries unless otherwise endorsed (subject to the visa, permit or other entry requirements of each country).

*Ce Passeport est valable pour tous pays sauf mention contraire  
(sous réserve des conditions de délivrance de visa, de permis  
ou autres conditions d'entrée de chaque pays).*

PASSPORT/PASSEPORT

TYPE / TYPE

COUNTRY / PAYS

PASSPORT No / No DU PASSEPORT

P

MVI

MA378406

SURNAME / NOM

SEX / SEXE

MZAVA

SE  
M

GIVEN NAMES / PRÉNOMS

FELIX

PERSONAL No / No PERSONNEL

1334412/2

DATE OF BIRTH / DATE DE NAISSANCE

2 JAN 1991

PLACE OF BIRTH / LIEU DE NAISSANCE

BLANTYRE, MALAWI

DATE OF ISSUE / DATE DE DELIVRANCE

13 JUL 2013

AUTHORITY / AUTORITÉ

BLANTYRE

DATE OF EXPIRY / DATE D'EXPIRATION

12 JUL 2023

SIGNATURE / SIGNATURE

100

P<MWIMZAVA<<FELIX<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<  
MA378406<2MWI9101025M23071271334412<2<<<<<68

REPUBLIC OF SOUTH AFRICA  
DEPARTMENT: HOME AFFAIRS

Section 22 of the Refugees Act No. 130 of 1998



DBNMW000051016



REPUBLIC OF SOUTH AFRICA



ASYLUM SEEKER TEMPORARY PERMIT

REFERENCE NO: DBNMW000051016

Permission is hereby granted to the following person as holder of this permit to remain in the RSA of part thereof as determined in part B hereof:

A. PERSONAL PARTICULARS OF HOLDER

SURNAME: MZAVA

320 SMITH STREET  
DURBAN

FIRST NAME(S): FELIX

DATE OF BIRTH: 02/01/1991

NATIONALITY: Malawi

GENDER: Male

COUNTRY OF ORIGIN: Malawi

FILE NUMBER: DBNMW000051016

PLACE OF ISSUE: Durban

EXPIRY DATE: 20/02/2017

ALTERNATIVE FILE NUMBER:

B. CONDITIONS

The holder of the permit may reside temporarily in the Republic of South Africa for the purpose of applying for asylum in terms of the Refugees Act No. 130 of 1998.

The permit holder shall, without expenses to the state, leave the Republic on or before 20/02/2017 or such later date as duly authorised by a Refugee Status Determination Officer if his/her application for asylum has been rejected.

The permit entitles the holder to: WORK & STUDY

Failure to comply with the conditions of this permit will be dealt with in terms of Section 37 (b) and Section 22 (6) of the Refugees Act 1998.

All permit holder are obliged to respect the laws of South Africa

This permit will lapse if the permit holder does not appear in person as required at the designated Refugee Reception Office or if he/she departs from the Republic without prior authorisation from the Director-General.

All other permits issued prior to the issuance of this permit are automatically nullified.

Other conditions: REJECTED AS MANIFESTLY UNFOUNDED, CASE REFERRED TO SCRA -- NW QWABE

SI MZAVA FELIX

and I understand that a breach thereof will result in an offence in terms of Section 37 of the Refugees Act 1998

PLACE: Durban

DATE: 10/01/2017

CAPTURED BY

PRINTED BY

FINGER IMPRESSION: (14)

REFUGEE RECEPTION OFFICIAL

NAME:

Dudumashe, Nofzwi

RAJKUMAR, OMIKA

APPOINTMENT/FORCE NO:

22748261

275610890

DATE:

13/10/2016

10/01/2017

PLACE:

Durban

Durban

ORIGINALLY ISSUED IN: Durban

NUMBER OF EXTENSIONS: 3

PERMIT EXPIRY DATE: 20/02/2017

PERMIT HOLDER SIGNATURE:

REFUGEE OFFICIAL SIGNATURE:

DEPARTMENT OF HOME AFFAIRS  
REFUGEE RECEPTION OFFICES  
DURBAN  
2017-01-10  
SIGNATURE: Rajkumar OMIKA  
DURBAN RRO (4)



201979819



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