

# Open Road Customer T&Cs

Please read the Terms carefully. By placing an order to courier goods with Open Road, you signify you have read, understood, and agree to be bound by these Terms.

If you do not agree with the Terms, as amended from time to time, in whole or part, you must terminate your use of the Open Road.

## 1. Our Service

Open Road is an alliance of social enterprises to build effective and affordable logistics services for local produce. As farmers, makers and fresh food retailers we created this service with producers' needs in mind first. So it's easy to use and adds value to your business. Connect to new markets and reach more people.

Open Road couriers are knowledgeable in handling produce and understand the nature of its fragility.

Open Road vehicles are clean, well maintained, reliable and conform to cold chain food safety regulations. Access last mile logistics previously unavailable and a service that reaches regional customers and those in Greater Melbourne.

## 2. Parcel Requirement

The weight of your parcel must not exceed 20kg

Parcels that weigh between 15-20kg must be clearly labelled "HEAVY" for the safety of our drivers.

Parcels that are fragile must be clearly labelled "FRAGILE" to avoid breakage.

## 3. Customer Obligations

Priority is given to bookings made in advance.

Orders must be placed at least 24 hours in advance for next day delivery.

If delivery requests are booked in less than 24 hours, please be in touch anyway and we can assess if we can fulfil your request.

## 4. Collection and Delivery

Priority is given to bookings made in advance. Orders must be placed at least 24 hours in advance for next day delivery. We highly recommend getting your orders in by midday for next day delivery (Monday-Friday).

If you urgently require same day delivery or we receive your delivery request at short notice (i.e. less than 24 hours) we will assess if we can fulfil your request and let you know.

Upon booking your delivery, an estimated time of arrival to your end destination will be communicated with you. And if there are any changes to delivery schedules you will be contacted with an update.

Specific arrangements can be made with you if you require same day delivery or if you'd like to arrange for recurring weekly deliveries. We deliver Goods to specified Hume or Gippsland Zones. An additional cost will be calculated for last mile delivery in Melbourne or Peninsula.

Open Road has the right to cancel or reschedule a delivery if a) the customer is in breach of these terms b) Open Road has insufficient resources or safety concerns to fulfil order c) due to unforeseen circumstance beyond our control or accidents d) if goods at collection point are different to what was advised and agreed upon at the time of booking the service.

## **5. Pricing & Fees**

\$15 for 3 boxes

\$15 for 3 boxes + \$2.50 for every box thereafter per delivery (+GST).

Pallet pick up available on request, please contact us to discuss pricing.

Delivery fees and charges include GST where applicable and will be notified to you at the time of your booking. We deliver Goods to specified Hume or Gippsland Zones. An additional \$7 for 3 boxes +\$2.50 for every box thereafter per delivery for last mile delivery in Melbourne or Peninsula.

In the absence of a binding quotation all sales are made at the price nominated by Open Road at the time of delivery.

Open Road reserves the right to charge the Customer for any additional expenses associated with the provision of services including but not limited to: (i) any additional costs caused by the Customer providing incorrect details regarding goods to be carried; (ii) storage costs; (iii) unpacking and/or repacking costs; and/or (iv) any unreasonable delay in either loading or unloading any goods to be carried.

## **6. Payment**

You will be issued an invoice according to the number of boxes you would like to deliver with Open Road delivery service. Invoice must be paid within 14 days from date of issue.

## **7. Cancellations & Returns**

To change or cancel your order please contact us via [email](#) as soon as possible. Please note, if your order is cancelled in less than 24 hours, a cancellation fee of the value of 50% of your total order will be incurred.

Changes to your delivery destination after boxes have been picked up may not be possible.

## **8. Insurance:**

\$5000 per vehicle is covered under Cargo insurance, which is covered during travel time & transit stops.

Subject to all applicable laws, we are not responsible to you, or to any person claiming through you, for any direct or indirect loss or damage you or they suffer or incur where Goods are not delivered within the estimated time frames.

## **9. Limited Liability**

In accordance with Australian Consumer Law, Open Road is not liable for any claim, loss or expense made after 7 days from the date of delivery.

## **10. Indemnity**

You indemnify us of all claims and losses related to the services related to Open Road.

## **11. Customer Warranties**

The customer warrants that goods being delivered by Open Road are not dangerous or illegal in any way.

## **12. Force Majeure**

Open Road shall not be in default or in breach of any contract with the Customer as a result of unforeseeable circumstances.

## **13. Jurisdiction and Governing Law**

These Terms are to be governed by and construed in accordance with the laws of the State of Victoria, Australia without giving effect to any conflict of laws principle applicable in other jurisdictions. You agree to submit to the exclusive jurisdiction of the courts of Victoria.

## **14. Commitment to Safety**

At Open Food Network, we work hard to ensure the emotional and physical safety of our employees and ask that our external partners uphold this commitment. We value inclusivity and diversity, and we work with our partners to create supportive and positive environments for all employees. If our employees are not feeling safe in their interactions with an external partner, we will reach out to resolve the situation as soon as possible. As an external partner, we also ask that you get in touch with us if you have any concerns about your interactions with Open Food Network so we can improve and strengthen this relationship going forward.