

Open Road Customer Terms & Conditions

Please read the Terms carefully. By placing an order to courier goods (**Goods**) with Open Food Network (**Open Road, we, our** or **us**), you signify you have read, understood, and agree to be bound by these Terms.

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

1. Our Service

Open Road is an alliance of social enterprises working 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. 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 (**Services**).

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. All Goods to be delivered to be clearly labelled with details of sender, destination and Open Road tracking number.

3. Customer Obligations

Priority is given to bookings made in advance.

Orders must be placed at least 1 business day in advance for next business day delivery. If delivery requests are booked in less than 1 business day, please be in touch anyway and we can assess if we can fulfil your request.

It is your obligation to ensure that any order you place is complete and accurate and that all Goods are packaged, and you hold all necessary permits and licences to supply the Goods, as required under relevant laws or regulations.

4. Collection and Delivery

Priority is given to bookings made in advance. Orders must be placed at least 1 business day in advance for next business day delivery. Bookings are not confirmed until you have received email confirmation from us.

If you urgently require same day delivery or we receive your delivery request at short notice (i.e. less than 1 business day) we will assess if we can fulfil your request and let you know.

After confirming 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.

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

Delivery fees and invoiced charges include GST where applicable and will be charged as listed on the website located at

<https://about.openfoodnetwork.org.au/open-road/#or-pricing> or as otherwise notified to you at the time of your booking. Additional fees, as set out at <https://about.openfoodnetwork.org.au/open-road/#or-pricing> or as otherwise notified to you at the time of your booking will apply for last mile delivery.

We deliver Goods to specified Zones listed on our website at <https://about.openfoodnetwork.org.au/open-road/>. 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 you for any additional expenses associated with the provision of the Services including but not limited to: (i) any additional costs caused by you 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 or volume you would like to deliver with the Open Road Services. 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 less than 24 hours prior to the scheduled pick up time, a cancellation fee of the value of 50% of your total order will be incurred. Changes to your delivery destination after Goods have been picked up may not be possible.

8. Limited Liability

Nothing in these Terms limits or excludes our liability:

- a) for death or personal injury caused by our negligence or wilful misconduct, or that of our employees;
- b) for fraud or fraudulent representations by us or our employees; or
- c) where liability cannot be limited or excluded at law.

Subject to the above, we will not be liable to you for any indirect or consequential loss in connection with our provision of the Services, including any loss of profits, loss of business, loss of production, loss of contract, loss of opportunity, loss of reputation or goodwill or loss of anticipated savings.

Our maximum aggregate liability to you for any loss, damage or injury arising out of or in connection with the supply of the Services under these Terms is limited to the greater of the fees paid or payable by you to us under these Terms, or a proportionate amount (based on the proportion your loss or damage bears to the total amount claimed in respect of the same event) of insurance proceeds which may be paid to us by our insurer. Our liability to you shall be reduced to the extent such loss, damage or injury is caused or contributed to by you, or any third party not under our control

Nothing in these Terms are intended to have the effect of excluding, restricting or modifying the application of all or any of the provisions of Part 5-4 of the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth). If we are liable to you in relation to a failure to comply with a consumer guarantee that cannot be excluded, our total liability to you for that failure is limited to, at our option, the resupply of the Services or the payment of the cost of resupply.

9. Indemnity

You indemnify us for and against any loss, cost or expense incurred by us as a result of your breach of these Terms, or as a result of any third party claims arising in connection with your use of the Services or in any way related to the Goods.

10. Customer Warranties

You warrant that Goods being delivered by Open Road are not dangerous or illegal in any way and that the Goods are owned by you, or you are otherwise authorised to deal with the Goods as contemplated by these Terms.

11. Force Majeure

Open Road shall not be in default or in breach of these Terms as a result of any delay or failure in providing the Services which arises as a result of unforeseeable circumstances or circumstances outside of our control.

12. 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.

13. 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.