



**DELIVERSURE**  
DELICATE LOCAL LOGISTICS

## Terms & Conditions of service

The purpose of this document is to clearly define what we do, and the parameters around the level of service that we aim to provide. Our highly efficient 'hub and spoke' style system allows us to seamlessly get deliveries across a wide area.

The document also provides some guidance on pick up and delivery methodology, as well as other business matters. Although some of the contents may come across as direct, the parameters outlined have been developed carefully following on from various experiences and incidents during our time in business.

It is our aim to provide the very best, most efficient service possible with minimal issues leaving you with a delivery service partner you can trust to do the best job each and every time.

By utilising our service, you agree to the following terms and conditions of service.

### **We are not common carriers**

Deliversure and our contractors are not common carriers. All care is taken to ensure that any item on consignment with us is delivered in the same condition in which it is received. However, all goods on consignment with us are at clients' risk.

### **Confidentiality**

In engaging Deliversure as a delivery partner, you and your staff will acquire knowledge of our systems, procedures and other commercially sensitive information that would be of value to our competitors. By engaging us, you agree to not disclose any commercially sensitive information to any third party, either directly or indirectly, or engage in any act or thing which may adversely affect the goodwill provided to you by Deliversure or our contractors. This includes approaching or attempting to solicit services from our team members or contractors directly, or interfere with any other contractual or commercial relationships.

## **Payment Terms:**

Payments must be made in full, within seven (7) days from the date of invoice. Payments made any later than fourteen (14) days from date of invoice will incur a late fee charged as interest at a rate of 14% per week calculated daily, unless prior arrangements are made with management. We are more than happy to work with our clients in events such as these as we understand the demands of running a small-medium business.

However, Deliversure withholds the right to cease service until full payment of all outstanding invoices is paid.

If requests to settle overdue or outstanding payments are ignored, we also reserve the right to escalate the debt to our recovery agent to pursue. This will trigger a default which the client will be liable for all collection costs, which start at a minimum of 45% of the debt outstanding at the time of referral, plus any court or associated costs including company director time (charged at \$88 per hour or part thereof) taken in dealing with the recovery and enforcement process, including but not limited to escalation to QCAT or relevant tribunal/Court.

We also reserve the right to apply for a default judgement for non-payment of debt, we can effect your ability to obtain credit in the future.

## **Pickup Protocol and timings**

Our service is split into 2 distinct delivery cycles on weekdays, Morning run and afternoon run. If we are engaged on a Saturday, we only perform 1 run, commencing late morning.

Morning run service must be booked in and made available for collection by no later than 9:45 am (Monday to Friday) to make the morning run cycle. Afternoon run deliveries must be ready and available for collection no later than 11:45am, unless otherwise arranged.

We cannot guarantee collection and delivery for any order that is booked after 12:00pm, and provision of a service will depend on availability. Any delivery accepted after 12:00pm may be charged at priority rates if a specific pickup and delivery will be required.

If a delivery request comes in after 12:00pm, please let us know and we will always try and see what we can do to accommodate any request, and meet any customers urgent expectations, however please understand that we may not be able to accommodate these requests.

In our business, time is of the essence, and it is preferred that bookings are made in our system as soon as the order is received, so we can factor this in to our runs accordingly. Our system has the provision to allow you to set a collection time window, to allow you to prepare your order.

Please ensure that deliveries be made available as soon as possible after booking, so our team members aren't delayed when making order collections. Likewise if you have an

agreed pick up window time, please ensure that all deliveries are ready within that window and available for our team to collect on time.

Any delivery not ready at the agreed pickup time, may have to be picked up on the next available run. Depending on the day and volumes, our drivers *may* have some flexibility to wait – however wait time charges *may* apply. Wait time is charged at \$1 per minute + GST.

Likewise, if you have an agreed set pick up time and have no orders to go on that specific day, please notify us so our team does not waste valuable time and resource visiting your store for no delivery collection. Failure to do so may result in a futile trip charge, which is the equivalent of 1 local delivery charge on that given day, inclusive of any applicable surcharges.

### **Weekends and Public Holidays**

We do not operate our service on weekends generally. However, we can quote and operate for one-off deliveries on weekends whereby a weekend delivery is required. These are quoted on a case by case basis. Mothers day is excluded from this, as is Valentines day should it fall on a Sunday. Sunday surcharges will apply.

We do not deliver on Public Holidays; this applies to (but without limitation): New Year's Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, May Day, Queen's Birthday, Exhibition Wednesday, Christmas Day and Boxing Day.

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### **Delivery Timeframe Expectations**

Our core product and pricing is based on a “Same day” service, with 2 delivery loops available each day.

This is **not** an express/direct/point to point service and it is the responsibility of the store to manage the client's expectations on this basis.

Our delivery KPI is delivery by 6pm same day to metro suburbs, and 8pm during peak periods (Xmas, Mothers Day, Valentines Day etc)

As highlighted, we can offer up to two (2) collections each day in the AM and PM within our pick up cycle, and it is our aim to have these delivered on that morning or afternoon delivery cycle. We aim to make your delivery as soon as possible, within our hub and spoke structure.

Morning delivery window is aimed to be between 10:30m and 1:00pm, and the afternoon delivery cycle between 1:30pm and 5pm.

Whilst every attempt will be made to deliver within 2-4 hours after pick-up (sooner in some cases), this **cannot** be guaranteed due to the inconsistent and unpredictable nature of our business and will depend entirely on work load and delivery capacity on the day, as well as

other factors which include things like traffic delays/accidents, inclement /extreme weather, equipment breakdowns, driver illness, network outages etc.

### **Priority / Time Critical service**

We understand that some clients can be demanding or are working to constraints, and that our "Same day" service may not meet their expectations or needs.

We do have some flexibility within our network to be able to attend to deliveries that may require a time critical delivery, or meet a deadline. This Priority service there for occasions like these, for items that are time critical, time certain or urgent and a surcharge is placed on this service to put these items as priority.

ANY deliveries that do not fit within the delivery timeframes for our AM and PM collection loops, **MUST** be pre-booked with as much notice as possible – preferably 24 hours – to allow us to make the required adjustments to runs, and our allocate a driver to perform the delivery for you. It is best to always communicate the customer's needs to us as early as possible.

For those deliveries that come in last minute with specific time requests, we will always attempt to do our best in getting the delivery to the customer but please understand late minute time critical deliveries, and time critical deliveries to outlying areas, we cannot guarantee we can undertake and will always work with you to come to some sort of solution wherever possible.

Priority deliveries will be charged at +35% on normal same day rate plus any other applicable surcharges.

### **Delivery Protocol**

Residential deliveries will be made to the front door of the dwelling (in the case of units, the front door of the actual unit, not the building) and the door bell /knock will be made in an attempt to locate the recipient.

A name and/or signature for delivery will be obtained whenever possible, or as per your instructions. Our system has the capability to capture, time stamp and store signatures and proof of delivery photographs if left, which you can view online.

On the occasion that nobody is home, deliveries will be left in a safe place, in the shade and out of weather and our system has the automated facility (if you chose to enable) to send the sender,receiver and store an email or SMS message (or both), advising them of their delivery.

This email or phone number is inputted by the store when booking the delivery and Deliversure takes no responsibility as to the quality / accuracy of this data and the onus falls on the customer to provide correct delivery details.

Should the delivery not be able to be left safely, The driver will attempt to contact the recipient on the details provided. If contact cannot be made, we may contact you/store for further instructions if a safe place is not available. If we are unable to contact you, a re-delivery will be required. A delivery failure notice will be sent via email, and optional SMS to all parties.

Please note: whilst every attempt will be made to accommodate for all re-delivery attempts and re-direct deliveries on the same day, these will depend on delivery capacity on the day and cannot be guaranteed. Should the customer demand a re-delivery, an express charge may apply that will be calculated based on redelivery location and timeframe involved and our capacity on the day to accommodate the request. Generally the re-delivery will go in the next available run to that area and re-delivery will not be prioritised over other deliveries.

In the event that a customer requests the delivery to be re-directed to another address upon making the initial delivery contact, A re-delivery charge will be applicable, equivalent to the relevant suburb as listed in the pricing list for the store, inclusive of all applicable surcharges and will go in the next available run, and will not be prioritised over other deliveries.

In the event that the order needs to be returned to the store, and a specific trip is required to do so, a re-delivery charge *may* apply.

If the incorrect delivery address or inadequate delivery information has been provided to us, and the delivery has been taken to that address and requires re-delivery to the correct / or different address then a redelivery charge will apply. If the order has mistakenly been delivered to an incorrect address by us, we will collect and re-deliver at no cost.

If an order has been delivered and left at premises, and that delivery address supplied is incorrect and we have delivered to the address specified, and followed the protocols as highlighted, Deliversure accepts no liability thereafter and the responsibility/liability falls to the party responsible for supplying us the delivery information. We will deliver to the address given, on the assumption that it is correct.

### **Deliveries to Business Premises**

For deliveries going to **Business premises**: Can you please ensure that we are advised that the delivery is going to a non-residential address (Business, school, shop, university etc) and that we are provided with The Business Name, a time that the business closes and, preferably, a time that the recipient is departing that address for the day (as these do differ we have found).

If this information is not provided, the closing time will be treated as 5pm local time.

If a delivery is to a non-residential address and we are not advised this information and the recipient has left, and the delivery needs to be re-directed, or re-delivered, redelivery charges will apply and will be delivered on the next available run. These orders will not be prioritised on the same run.

### **Deliveries to Hospitals**

For deliveries going to Hospitals, it is the responsibility of the Sender/Store to check that the patient is still at the hospital, and is unlikely to be discharged within the expected delivery timeframe. Likewise, that the ward that the patient is in, is able to accept flowers as some wards in hospitals have a policy that no flowers can be taken to those wards (ICU wards for example). Policies differ hospital to hospital.

Redelivery fee will apply if order needs to be re-directed to a home address, and will go on the next available run to that area.

### **Deliveries containing alcohol**

In order to adhere to RSA compliance, any delivery containing alcohol cannot be left unattended at any premise, even if the recipient has given permission.

### **Damaged Delivery Policy**

Any damage claims must be notified to us within 24 hours of delivery. When a claim has been verified by us, the wholesale cost of the goods (including flowers, vases, all attachments etc) may be deducted from a future invoice if liability is established and agreed. Delivery fee will also be refunded and a redelivery performed at no cost if required.

It is the responsibility of the sender to ensure that the items are suitably packed for transportation, and that the bouquets are not over-filled with water to prevent water splash or leakage. Any breakable loose items, such as wine bottles, should be either bagged or adequately secured in box or similar.

“Damage” does not include complaints relating to product quality, age or presentation. This includes “wilting” and melted chocolates.

Any items that are sensitive to heat (ie; chocolates or goods requiring cooling or refrigeration) are be packed adequately to sustain transport in an air conditioned vehicle for up to four (4) hours during all seasons, and that receiving customers have adequate storage (ie; cooler bag) if they wish the items to be left at their residence or premises.

Whilst every attempt will be made to ensure your delivery stays cool, Deliversure accepts no liability otherwise if packing is insufficient, or if receiving party is not adequately prepared.

## **Lost Delivery Claims**

Deliversure provides our online booking system for you to book in your deliveries and this serves as a record of all deliveries received by us. We do have the functionality to take photographs of all orders on collection and time stamp, should this be required. We are also happy to adhere to any delivery pick up or sign out procedure you may have. Deliversure cannot accept responsibility for lost deliveries should proof of pickup not be provided

## **Disputed Deliveries or Invoice Policy**

Disputed deliveries or invoice disputes must be raised within seventy-two (72) hours of the receiving of invoice.

## **Price List**

Our price list is subject to change without notice, however we will communicate any changes should and when any are made. Price revisions are conducted quarterly.

## **Behavioural expectations**

We understand that our collective businesses are stressful, and mistakes do happen. However, aggressive, abusive and/or disrespectful behaviour towards any of our team members will not be tolerated. We expect to be treated with respect and dealt with in a business-like manner at all times as you will expect from us.