



Coffs Harbour Nursery – Terms and Conditions – Deliveries

1. Terms governing delivery are specified in the 'Delivery Charges and Conditions' document, as varied from time to time by the Supplier, and by these Terms of Trade. In the event of an inconsistency between the 'Delivery Charges and Conditions' and these Terms of Trade, the 'Delivery Charges and Conditions' document shall prevail to the extent of the inconsistency.
2. Delivery is charged at the rates specified in the 'Delivery Charges and Conditions' document, as varied from time to time by the Supplier.
3. Delivery by the Supplier or by any agent or third-party carrier to the Customer will be to the kerbside, being the side of the pavement that is nearer to the kerb or to the driveway and no further than 5 meters from the vehicle.
4. If Coffs Harbour Nursery does deliver or drive up a driveway or other area &/ or move the plants or material to other locations customer (owner, purchaser, customer representative, employee, contractor, subcontractor, etc.) assumes all risk to the driveway, yard, house, stucco, etc. Coffs Harbour Nursery is not responsible for broken sprinklers, drains, footings, etc.
5. In compliance with Work Health and Safety Laws, all unloading of Goods exceeding forty-five litres (45L) will require onsite machinery and/or physical assistance by the Customer and/or the Customer's agent or receiver. Failure to provide machinery or assistance on site by the Customer may result in Goods not being delivered and Additional Charges to the Customer. Where the Customer is unequipped to provide machinery or assistance necessary for delivery, it is the Customer's responsibility to advise and make separate arrangements with the Supplier.
6. The customer is responsible to divulge all relevant information prior to Coffs Harbour Nursery delivering plants. (stairs, slopes, overhead or underground obstructions, the width of access, etc.) If Coffs Harbour Nursery delivers and is unable to install the Customer is responsible for the time and material used and a restocking charge.
Access requirements are completely the Customers responsibility.
7. **Before delivery can be confirmed the following details must be advised.**
Delivery and Planting Preparations:
 - Full Name:
 - Address:
 - Address Notes:
 - Phone:
 - Email:
 - Is there adequate safe parking for our trucks at the drop-off point?:
 - Are there any other obstacles we will have to navigate? (e.g. low trees, low eves, narrow walkways, stairs etc.) :
 - If yes, please provide details: Will there be the required amount of personnel on-site to assist with the unloading of goods?



Coffs Harbour Nursery Staff are only able to deliver the plants within 5 metres of the truck. Please be prepared. Flag the location of where you would like the delivery to be put before we get there. Ensure all obstacles are out of our way.

8. Any delivery times made known to the Customer are estimates only and the Supplier is not liable for late delivery or non-delivery.
9. Deliveries are carried out on Monday to Friday from 7:00 a.m. to 3:00 p.m., excluding public holidays. Deliveries outside these hours or urgent deliveries will be subject to Additional Charges.
10. The Supplier will not be liable for any loss, damage or delay occasioned to the Customer or its customers arising from late or non-delivery or provision of the Goods and/or Services.
11. The Supplier will not be liable for any loss, damage or injury occasioned to the Customer or its agents, employees or customers arising from the delivery or unloading of the Goods and/or provision of Services.
12. If the Customer is unwilling or unable to accept delivery of the Goods on the nominated date, the Supplier shall be entitled to charge an Additional Charge for any delay in delivery and/or arrange for the storage of the Goods at the risk and cost of the Customer, including, without limitation, all transportation, storage and other costs.
13. The Supplier may at its option deliver the Goods to the Customer in any number of instalments unless there is an endorsement to the effect that the Customer will not take delivery by instalments.
14. If the Supplier delivers any of the Goods by instalments, and any one of those instalments is defective for any reason:
 - 14.1. this does not constitute a repudiation of these Terms of Trade; and
 - 14.2. the defective instalment is a severable breach that gives rise only to a claim for compensation.

Loss or damage in transit

15. The Supplier is not responsible to the Customer or any person claiming through the Customer for any loss or damage to Goods in transit caused by any event of any kind or by any person (whether or not the Supplier is legally responsible for the actions of that person).
16. The Supplier must provide the Customer with such assistance as may be reasonably necessary to institute claims against a carrier for damages to Goods in transit so long as the Customer:
 - 16.1. has notified the Supplier and the carrier in writing immediately after loss or damage is discovered on receipt of Goods; and
 - 16.2. serves a claim for compensation on the carrier within 3 days of the date of receipt of the