

About these Terms and Conditions

Please carefully read the terms and conditions set out below before using this website (the **Site**). The use of this Site and any transactions are governed by these terms and conditions (**Terms**).

This website is operated by Café D'lish (Aust.) Pty. Ltd. (ACN 095 774 931) trading as Café D'lish (hereafter referred to as **Café D'lish Café + Deli or we/our/us**).

By using this website and placing an order with Café D'lish Café + Deli, you acknowledge that you have read and understood the following Terms and agree to be bound by them.

Any information on the Site (including the Terms) may be changed at any time without notice to you and by using the Site you agree to any changes.

Placing an Order

The Site enables you to browse, select, order and purchase goods. Café D'lish Café + Deli has the right to cancel any orders before delivery.

To order online, please visit www.d-lish.com.au.

You must place your order before the deadline that applies to your delivery area. To see your delivery times please [click here](#).

Payment and billing

You can pay for orders securely through PayPal only. You are not required to maintain an account with PayPal to make a purchase. PayPal provides you with an option for you to pay with your credit cards without signing up or logging in to an account.

Café D'lish Café + Deli may change the mode of payment at any time.

Café D'lish Café + Deli will not be held liable and responsible for any damages (direct or indirectly) suffered by you as a result of any credit card fraud or for any additional charges imposed by your credit card provider or bank.

At the end of the payment process you will be emailed a Tax Invoice/Receipt.

Prices, GST and taxes

All prices on this Site are listed in Australian Dollars including GST (where applicable).

When you place an order, you agree to pay the price plus any delivery charges.

Phone orders

Phone orders can be placed on any day, but will only be available for pick-up on **Friday**. Phone orders can be made up to the pick-up date on Friday. Our opening hours are listed on the Site.

Payments are made over the phone and on the basis that you can come into the store to pick up the food on Fridays

To call us to make a phone order, please [click here](#).

Delivery

Café D'lish Café + Deli currently only delivers on **Fridays**. Delivery time depends on which suburb you live in.

To receive a free delivery service, you must place a minimum order of \$200 and be in a suburb that we deliver to.

Gift vouchers and loyalty cards cannot be redeemed for deliveries.

We always try to ensure that your order will arrive on time but circumstances may prevent us from doing so. If there is a delay, we will endeavor to contact you via e-mail or telephone and will do our best to deliver your order in time.

What if you are not at home?

If no one is at home to receive the delivery, please let us know when you make your order, as to where we can leave your delivery. Please choose a safe, dry and secure place outside your home, free from pets and pests.

If your order is a frozen product, for safety reasons, please leave a foam box, portable cooler or freezer/chill bag with ice packs.

Café D'lish Café + Deli is not responsible for any damages if the food perishes or spoils from being left outside or is stolen.

We recommend that you take your order inside and properly store it as soon as possible to maintain the quality of the food.

We do not recommend leaving fresh or frozen goods unattended in hot weather conditions.

Café D'lish Café + Deli will not be held liable for any damages associated with delivery of your order to the extent permitted by law, including the Australian Consumer Law.

Point of Delivery

The Café D'lish Café + Deli delivery driver is not required to carry your order beyond the point of your front door, due to health and safety concerns.

If you require assistance with carrying your food delivery, please let us know by calling us on the morning of your order.

Public Holidays

Café D'lish Café + Deli does not deliver on Public Holidays.

Out of Stock Items or Incomplete Orders

If items are out of stock, Café D'lish Café + Deli will contact you to let you know that they cannot supply them.

If we have a substitute item, we will let you know. Please make sure that you have provided us with your best contact number when placing your order so that we can contact you.

If an item is missing from your order, please check your invoice to see if the item has been marked as out of stock.

You will not be charged for items that are not delivered. We ask that you contact us within 24 hours of receiving your order for us to arrange a refund for an item that was not provided.

Please email Café D'lish Café + Deli on catering@d-lish.com.au, or call us on 9523 0245 to resolve any problems.

Limits to “Allergen-free” or “Gluten-Free” products

We try to cater for allergen-free and gluten-free diets, however please note that traces of allergens or gluten may be present in the food.

For this reason, we cannot 100% guarantee that our food products are allergen or gluten free and will not be held liable for any costs or damages whatsoever, including medical costs, if you have any adverse reaction to our products by relying on an allergen statement.

If you have any doubts about allergy warnings or contents of the food, please do not order it.

Complaints or feedback

We are foodies and we always love feedback. Please feel free to call us, or email us with your suggestions.

Vouchers, gift cards and promotions

Vouchers, gift cards and loyalty cards can only be redeemed in our store.

You cannot redeem your loyalty card or vouchers for deliveries.

Special requests

Café D'lish Café + Deli is unable to cater to special requests for deliveries made online. If you have a special request, please phone our store to place your order. We will try our best to accommodate your needs within our operational constraints.

Are we kosher?

We are kosher-style; however, we are not supervised.

Your rights under Australian Consumer Law

If your order is damaged or not of acceptable quality, you may have rights under:

- a. Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (the **Australian Consumer Law**). For example, you are entitled to a replacement or refund for any reasonably foreseeable loss or damage and you can have the goods replaced if you can demonstrate that they are not of acceptable quality;
- b. Other consumer laws applying in each Australian State or Territory; and/or
- c. Our Refunds policy as stated below.

Refunds policy

Café D'lish Café + Deli goes to great lengths to source high quality, tasty products and provide a professional service.

If you are not happy with a product or the service please contact us by email on catering@d-lish.com.au with your feedback.

We promise to investigate the situation promptly and work with you to achieve a solution.

Cancellation fees

We do not accept cancellations for delivery orders after the cut-off date. Cut-off dates are listed on the website. Please make sure that you call us prior to this to cancel your order. Email cancellations will not be enough.

If you fail to cancel the order after the cut-off date, you will be charged for the complete order.

Shopping online – your security is important

All payments are made via PayPal secure site. You are not required to maintain an account with PayPal to make a purchase. PayPal provides you with an option for you to pay with your credit cards without signing up or logging in to an account.

Details that you provide to us

It is your responsibility to ensure that the information you provide us, including your name, delivery address, contact numbers, email address and orders are correct.

You acknowledge and agree that we will not be responsible for any loss or damage that you may suffer as a result of you providing incorrect information to Café D'lish Café + Deli including your name, delivery address, contact phone numbers or email addresses.

Your use of this Site

You can access and download material on the Site for your personal use only.

You may not, without our written permission, on sell any information from this Site, use any data mining robots, other extraction tools, metatags or mirror the Site.

You must take your own precautions when using this Site to prevent viruses, malicious computer code or other forms of interference from causing damage to your computer software.

Café D'lish Café + Deli take no responsibility for any interference or damage to your computer system that arises out of or in connection with your use of the Site.

Subscription and Email List

From time to time, Café D'lish Café + Deli emails our account holders offers, new products and other news. The email addresses we collect are only used internally for the purposes as stated.

Café D'lish Café + Deli respects your privacy rights and will not sell or rent your email address to other companies. If you would like to be removed from our email list, you can do so by unsubscribing at the bottom of the emails sent to you.

Social Media and promotion

Café D'lish Café + Deli currently operates and manages social media accounts on Facebook, Twitter, and Instagram and we may use other social media channels in the future.

By submitting content, you agree that we may use and reproduce this content including your name, for testimonial, or other purposes in any media and without any compensation to you. Any content you submit must be your original work.

You must not post any material that is defamatory, derogatory, racist, sexist, unlawful, obscene, infringing any third party's intellectual property rights, breaching someone else's confidentiality or privacy, misrepresenting your relationship with Café D'lish Café + Deli or this Site, misleading, false or deceptive on our social media pages.

We do not endorse the opinions expressed by the users on our social media pages and we reserve the right to edit or remove content that violates these Terms and to block your access to our page.

Intellectual property rights

All text, graphics, logos, icons, images and photographs that feature on this Site are protected under Australian and International copyright laws. You must not reproduce, store, adapt, distribute, display, publish, or create similar works from them.

You may imprint, copy, download or temporarily store extracts from our Site for your personal information or when you use our products and services. In particular, you may not use a part of our Site on any other website, or link any other website to our Site, without our prior written permission.

If you upload any material or content on our Site or social media accounts, you grant us an irrevocable, royalty-free licence to use and reproduce that material or content. Having said that, we do not claim ownership of intellectual property rights in respect to user content.

Availability of this Site

From time to time, down-time on this Site may occur. Café D'lish Café + Deli will reasonably try to ensure that the amount of down-time is limited and will not be held liable for consequences of any down-time.

Links to third party websites

Café D'lish Café + Deli is not responsible for the privacy practices of third party websites that are linked to this Site via hyperlinks or otherwise. Please take care at all times to check whose Site you are visiting.

Where we provide hyperlinks, we do so for convenience and information purposes only. We have not verified and are not responsible for the content of any other websites or pages outside of this Site.

The inclusion of any link does not imply an endorsement, approval or recommendation of the linked website or its content by us and, subject to any applicable law which cannot be excluded, we make no representation or warranty, expressly or impliedly, regarding the quality, merchantability or fitness for purpose of any products or services available on a third party website.

Following links to any other websites or pages is entirely at your own risk and we shall not be responsible or liable for any losses, damages or expenses or in other way in connection with those websites.

Interference with this Site

You agree not to make or attempt to modify, hack, remove, deface, add or otherwise interfere with this Site or to any material or content posted on this Site.

Limitation of Liability

You acknowledge and agree that, to the extent permissible at law, this Site and all content appearing on it are provided on an "as is" and "as available" basis, without warranties of any kind.

To the maximum extent permissible by the law, we are not liable and responsible for any loss or damage, whether direct or indirect and however caused (including through negligence) that you may suffer in connection with your use of this Site or any linked website and take no responsibility for any loss arising out of your use of or reliance on information contained on or accessed through this Site.

Privacy

For our privacy and policy statement, please refer to our [Privacy Policy](#).

Governing law

These Terms are governed by the laws in the State of Victoria, Australia.

Events which are out of our control

Café D'lish Café + Deli shall not be held liable and responsible for any delay in performance of our obligations under these Terms if the delay is caused by circumstances beyond our reasonable control.

General provisions

If Café D'lish Café + Deli does not take action against you with respect to any breach by you of these Terms, this does not mean that Café D'lish Café + Deli has waived its rights to take action with respect to subsequent or similar breaches.

Furthermore, if any part of these Terms is found to be void, unlawful or unenforceable for any reason, that part will be deemed severed from the remainder of these Terms and will not affect the validity of the remaining clauses.

Last updated on 23 September 2016.