

# FRESCO CHEESE'S WEBSITE TERMS AND CONDITIONS



If you continue to view the pages in this website you are agreeing to be bound by the terms and conditions listed on this page, which together with our privacy policy govern Fresco Cheese's relationship with you in relation to this website.

The term "Fresco Cheese", "us" or "we" refers to the owner of the website. The term "you" refers to all persons using [www.frescocheese.com](http://www.frescocheese.com).

## The terms and conditions of use are:

- The content of this website is for your general information and use only. It is subject to change without notice.
- Neither we (nor any third parties) provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- We reserve the right to cancel orders and fully refund you, the customer, at our discretion and without incurring additional liabilities.
- Any promotional offers including discount codes and weekly specials are only valid for use towards online orders containing acceptable retail quantities and are not valid for wholesale quantities and/or those for business purposes.
- You acknowledge that using any information or materials from this website is at your own risk and that we shall not be liable for that use. It remains your responsibility to ensure that all products, services and information used by you meet your specific requirements.
- Reproduction of any content, design, layout, look, appearance or graphics contained in this website is prohibited.
- All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- Unauthorised use of this website may give to a claim for damages and/or be a criminal offence.
- Referral discounts will not be valid if the referral address is the same as that of the referrer.
- Any order issues must be reported to customer service within 48 hours of delivery.
- Fresco Cheese will always endeavour to select the item ordered, if the item ordered is out of stock we will endeavour to replace it with a similar item. Replaced items will show on your final invoice which will be emailed to you when your order has been picked.

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- In the instance where personal shoppers replace variable weight products that are charged per kilogram (such as Meat or Cheese) when they are out of stock, customers may be charged the higher per kilogram price of any substitution items within the advised weight range. If the value of the substitution exceeds the initial price charged to the customer, customers may be charged an extra amount.
- If you do not want replacements for any reason, please select "No Replacements" during checkout.
- We will supply the following product types with minimum life as per below
  - Refrigerated items - minimum of 3 days before use by date or best before date on day of delivery/collection
  - Fresh juice, cut fruit & veg, salads - minimum of 2 days before use by date or best before date on day of delivery/collection
  - Bakery - minimum of 2 days before use by date or best before date on day of delivery/collection
- Fresco Cheese cannot take any special requests for specific product requirements or specific expiry dates.
- Fresco Cheese does not take any responsibility for the accuracy of any product images. Images are correct at time of publishing and subject to change by a supplier without our knowledge. All ingredients and allergens should be checked on the product packaging when delivered.
- Fresco Cheese reserve the right to cancel orders found to be fraudulent.
- Customers must only create and maintain one account per household.
- Promotional offers are limited for use according to its terms and conditions and cannot be used in conjunction with any other offers.
- Fresco Cheese reserves the right to refuse service or amend any pricing errors displayed due to human error, computer malfunction or other reason.
- Fresco Cheese will endeavour to notify you of any error in pricing and you may elect to not purchase any good/s where the price has been corrected or your order may be cancelled without prior notification.
- Fresco Cheese requires upfront payment for orders to be delivered. This includes items added to an order already been placed. In the instance of non-payment, Fresco Cheese reserves the right to refuse delivery of goods.
- Fresco Cheese will endeavour to delivery within the selected delivery window, however on occasions due to circumstances beyond our control this is not possible. We will refund the delivery fee if requested, if one has been paid or offer a free delivery coupon on a future delivery. We will not offer any other compensation for delivery outside the selected window.

## **PLEASE NOTE**

Your use of this website, and any dispute arising out of such use of the website, is governed under laws of the governments of New South Wales and Australia.

## **LATEST UPDATE**

**This "Terms and Conditions" page for [www.frescocheese.com](http://www.frescocheese.com) was last updated on 10/03/2022.**