



TERMS + CONDITIONS

- If your nominated delivery address is an apartment, unit or other secured building you must provide us the access code, instructions or such other means to enter (subject to any reasonable directions from you with your order), otherwise the delivery (including non-delivery) will be at the discretion of Lucas Restaurants (or its External Provider/Agent).
- When you order and purchase alcohol, you will be asked at the point of collection or delivery to provide proof of identity/age to lawfully collect or receive delivery. If you are not at the nominated address at the time of delivery, any delivery of alcohol will not be left unattended. Where your delivery includes alcohol and non-alcohol Products, the delivery (including partial delivery or non-delivery of other non-alcohol Products) will be at the sole discretion of Lucas Restaurants (or its External Provider/Agent).
- Lucas Restaurants determines, at its sole discretion, the locations to which Products can be delivered. There is no guarantee that Lucas Restaurants will deliver to your location or postcode. If you order Products, such as pre-prepared meals or food requiring refrigeration (Refrigerated Products), your order will be refrigerated to the point of delivery. Refrigerated Products will be packaged in a Lucas Restaurants Box Pack which includes a gel pack to maintain temperature to the point of delivery.
- Once the delivery has been made, you are responsible for ensuring any refrigerated Products are promptly refrigerated and that the temperature of the Refrigerated Products are maintained within safe levels. Lucas Restaurants will not be responsible for any loss (including theft) of delivered Products or their spoilage following delivery.
- You acknowledge and accept that your use of the Lucas Restaurants Services may require Lucas Restaurants to engage one or more External Providers/Agents in order to deliver the Lucas Restaurants Services and you agree to Lucas Restaurants use of External Providers/Agents at its sole discretion.
- The Products will be at your risk at the time of delivery to you.
- Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

PART 2 - YOUR OBLIGATIONS

- 6.1 When accessing and using the Site to order and purchase Products, you warrant that: (a) you are legally capable of entering into binding contracts; (b) you are at 18 years of age or over (if you are ordering and purchasing alcohol); (c) you are the registered card holder or you have express authority from the card holder when making payment for an order by credit card;
- 6.2 You agree to comply with all applicable laws and for lawful purposes when accessing or using Lucas Restaurants Services.
- 6.3 You may be asked to provide proof of identity/age to access or use Lucas Restaurants Services or to collect or receive delivery of Products (including alcohol). You acknowledge that you may be denied access or use, collection or delivery if you refuse to provide proof of identity/age upon request.
- 6.4 Some of the Products available to purchase on the Site from Restaurant and Retail Partners will not be suitable for persons with allergy and dietary requirements. You acknowledge that it is your responsibility to determine what Products are suitable for you.