Terms and Conditions

Newcastle Bulk Building Supplies

1. About Us

These Terms and Conditions apply to all supplies of goods by Jefflea Pty Ltd (ABN 98 634 218 045), trading as Newcastle Bulk Building Supplies (we, us, our).

2. Acceptance

By placing an order, submitting an enquiry that results in an order, requesting supply on credit, or otherwise acquiring goods and/or services from us, the customer (customer, you) agrees to be bound by these Terms and Conditions.

3. Orders and Product Availability

Not all products listed on our website are available for direct online purchase. Some products require you to submit an enquiry via our contact form or by contacting us directly. We will respond with pricing and availability.

Product listings are subject to change without notice. We reserve the right to limit quantities or decline an order at our discretion.

An order is confirmed when you receive a written order confirmation from us.

4. Pricing and Payment

All prices are listed in Australian dollars (AUD) and include GST unless stated otherwise.

Payment is processed securely via Stripe. We accept major credit and debit cards. We do not store your payment details.

5. Orders and Confirmation

An order is not confirmed until you receive a written order confirmation from us. We reserve the right to cancel an order if a product is unavailable or if a pricing error has occurred. In either case, a full refund will be issued.

6. Delivery

We deliver to addresses within postcodes 2280 to 2304 only. All deliveries are made by Hiab truck. As at 1 July 2026, our flat rate delivery fee of $110.00 (inclusive of GST), and our shipping policy, applies to all orders.

Orders are typically delivered within 1 to 2 business days of written confirmation from us.

Delivery times are estimates only unless expressly agreed in writing. The customer must provide safe and reasonable access for delivery or collection and comply with any reasonable directions from us relating to delivery/collection.

The customer is responsible for ensuring suitable Hiab/truck access at the delivery address. Please refer to our Shipping Policy for full delivery and access requirements.

7. Risk and Title

7.1 **Title**

Legal and beneficial title in goods supplied by Us (**Goods**) does not pass to the Customer until we have received cleared payment in full of:

(i) the price of the Goods; and

(ii) all other amounts owing by the customer to us on any account, whether in respect of the Goods or otherwise, (**All Monies**).

7.2 **Bailee and storage**

Until title passes:

(i) the customer holds the Goods as bailee for us;

(ii) the customer must keep the Goods identifiable as our property, and must not remove, deface or obscure any identifying marks or packaging; and

(iii) the customer must store the Goods so they are clearly identifiable and, where reasonably practicable, separate from other goods.

7.3 **Dealing with Goods before title passes**

Until title passes, the customer must not:

(i) grant, create or permit any security interest or other encumbrance over the Goods that would or may prejudice our rights; or

(ii) dispose of the Goods other than in the ordinary course of the customer's business (if applicable).

7.4 **Proceeds**

If the customer sells or otherwise disposes of the Goods before title passes, the customer must hold the proceeds of sale (including any insurance proceeds) on trust for us to the extent of the unpaid All Monies and must account to us for those proceeds on demand.

7.5 **Right to enter and recover**

If the customer fails to pay any amount owing when due, becomes insolvent, or we reasonably believe the Goods are at risk, then without limiting any other rights we may:

(i) require the customer to deliver up the Goods to us immediately; and/or

(ii) enter any premises where the Goods are located (or reasonably believed to be located) and recover possession of the Goods.

The customer irrevocably grants us (and our agents) a licence to enter those premises for that purpose and must provide all reasonable assistance to facilitate recovery. The customer is liable for our reasonable costs of recovery, to the extent permitted by law.

7.6 **PPSA**

The Customer acknowledges and agrees that:

(i) these Terms and Conditions create, or may create, a security interest for the purposes of the *Personal Property Securities Act 2009* (Cth) (PPSA) in the Goods and their proceeds;

(ii) we may register any financing statement on the PPSR (and any amendments) in relation to that security interest; and

(iii) the customer must do all things (including providing information, executing documents, and doing further acts) reasonably required by us to enable us to perfect and maintain the security interest, including to register it.

8. Returns and Refunds

Returns and refunds (if any) are subject to our reasonable directions and any applicable Australian Consumer Law rights that cannot be excluded.

9. Limitation of Liability

To the maximum extent permitted by law, our liability for any claim arising in connection with the supply of Goods and/or services is limited (at our option) to:

(i) replacement of the Goods;

(ii) repair of the Goods; or

(iii) refund of the price paid for the Goods, except to the extent that liability cannot be excluded or limited under the Australian Consumer Law.

9. Intellectual Property

All content on this website, including text, images, and product descriptions, is the property of JEFFLEA PTY LTD or its licensors. You may not reproduce or use this content without our written permission.

10. Privacy and Communication

The customer agrees we may contact the customer using the contact details provided in connection with orders, enquiries, delivery, invoicing, payment and account administration.

11. Changes to These Terms

We may update these terms at any time. Changes take effect when published on our website. Continued use of the website after any changes constitutes acceptance of the updated terms.

12. Governing Law

These Terms and Conditions are governed by the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

13. Credit Terms

13.1 Credit application and approval

- (i) We may (but are not obliged to) supply Goods on credit to a customer who has applied for, and been approved for, a credit account (Credit Account).
- (ii) We may require the customer to complete a credit application, provide information (including identification, business details, trade references and financial information) and update that information on request. The customer warrants that all information it provides is true, correct and not misleading.
- (iii) We may in our absolute discretion:
  - (i) approve or decline an application for a Credit Account;
  - (iii) set a credit limit;
  - (iv) impose conditions (including security, prepayment, cash on delivery, deposits, shorter payment terms, or a personal guarantee); and
  - (v) vary or withdraw credit (including reducing the credit limit or placing the Credit Account on hold) at any time.

13.2 Credit limit and supply

- (i) The customer must not exceed any credit limit we set.
- (ii) We may refuse, delay or suspend supply (including refusing to dispatch Goods) if:
  - a. the customer exceeds or is likely to exceed its credit limit;

b. any amount owing is overdue;

c. we reasonably consider the customer's credit risk has changed;

d. the customer is otherwise in default under these Terms and Conditions.

(iii) If we continue to supply notwithstanding an overdue account or exceeded credit limit, this does not waive our rights.

13.3 Invoicing and payment terms

(a) Unless we agree otherwise in writing, we will issue an invoice on or after dispatch (or collection) of the Goods.

(b) Unless stated otherwise on the invoice, payment is due in full within 14 days from the invoice date.

(c) Time for payment is of the essence.

(d) The customer must pay all amounts owing without set-off or counterclaim (to the maximum extent permitted by law).

(e) We may apply payments received from the customer in any order we choose (including first to costs and expenses of recovery, then interest, then principal).

13.4 Disputed invoices

(a) If the customer disputes an invoice, it must notify us in writing within seven (7) days of the invoice date, setting out full details of the dispute.

(b) The customer must pay all undisputed amounts by the due date. The customer must not withhold payment of undisputed amounts because an amount is disputed.

13.5 Interest and fees on overdue amounts

(a) If any amount is not paid by its due date, we may charge interest on the overdue amount at a rate of 10% per annum, calculated daily from the due date until payment in full (before and after judgment).

(b) The customer must pay our reasonable administration fees for overdue accounts and any bank or merchant fees incurred due to failed, reversed or dishonoured payments (if applicable).

13.6 Default and acceleration

(a) Each of the following is an event of default:

(i) the customer fails to pay any amount owing by the due date;

(ii) the customer breaches these Terms and Conditions (and, where capable of remedy, does not remedy within a reasonable time after notice);

(iii) the customer becomes insolvent, enters into any arrangement with creditors, or an insolvency event occurs; or

(iv) any information provided by the customer in connection with a Credit Account is false, misleading or materially incomplete.

(b) On an event of default, we may (without limiting any other right):

(i) withdraw or suspend credit and require cash on delivery or prepayment for future supplies;

(ii) cancel any unfulfilled orders;

(iii) declare all amounts owing by the customer to us (whether due or not) immediately due and payable; and

(iv) enforce our rights under these Terms and Conditions (including any rights relating to title, recovery of Goods and any security interest).

13.7 Costs of recovery

The customer must pay us on demand all reasonable costs and expenses we incur in connection with recovering any overdue amounts or enforcing our rights under these Terms and Conditions (including collection agency fees and legal costs on a full indemnity basis, to the extent permitted by law).

13.8 Continuing application with other terms

These Credit Terms apply in addition to, and do not limit, any other rights and obligations in these Terms and Conditions (including any provisions relating to retention of title, recovery of Goods and any security interest).

14. Contact Us

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