

Website Terms of Use

1. About us

This website (Site) is operated by Jefflea Pty Ltd trading as “Newcastle Bulk Building Supplies” (ABN 98 634 218 045) (we, us or Company).

2. Acceptance of these Terms

By accessing or using this Site (including by placing an order), you agree to be bound by these Website Terms of Use (Terms). If you do not agree, you must not use this Site.

3. Changes to these Terms

We may update these Terms from time to time by publishing the updated Terms on this Site. Your continued use of this Site after any update constitutes acceptance of the updated Terms.

4. Eligibility

You must be at least 18 years old to place an order through this Site. If we reasonably believe an order has been placed by a person under 18, we may cancel the order and refund any amounts paid (less any non-recoverable costs, to the extent permitted by law).

5. Access to the Site and acceptable use

You must not:

- use this Site in any way that breaches any applicable law or infringes a third party's rights;
- interfere with, disrupt, damage, or gain unauthorised access to this Site or any system, data, or network connected with this Site;
- use any automated means (including robots, spiders or scrapers) to access, monitor, copy, or extract content from this Site, except with our prior written consent;
- transmit or introduce any virus, malware, or other harmful code; or
- use this Site to send unsolicited communications (including spam).

We may suspend or terminate your access to this Site (including any account) if we reasonably suspect a breach of these Terms or a security risk.

6. Accounts (if available)

We may make parts of this Site accessible only to users who register an account.

If you create an account, you must:

- provide accurate and current information;
- keep your login details confidential; and
- notify us promptly if you suspect unauthorised access to your account.

You are responsible for all activity that occurs under your account, unless it was caused by our breach of these Terms or our negligence.

7. Product information

We aim to ensure that product descriptions, images and other content on this Site are accurate. However:

- product images are indicative only and may differ from the product supplied; and
- information on this Site may be updated, corrected or withdrawn at any time.

8. Pricing

Prices are in Australian dollars unless otherwise stated.

We may correct pricing or listing errors at any time. If an error affects your order, we may cancel the order and refund any amounts paid.

9. Orders and contract formation

Any order you submit through this Site is an offer by you to purchase the relevant goods from us.

We may accept or reject your order in our discretion.

Your order is accepted when we dispatch the goods. We may refuse, cancel or limit any order, including where:

- an item is out of stock or unavailable;
- we reasonably suspect the order is fraudulent; or
- there is an error in the product listing or price.

If we cancel your order after you have paid, we will refund the amounts paid for the cancelled order.

10. Payment

Payment for orders may be made by:

- credit card (Visa or MasterCard only) via a third-party payment gateway; or
- direct bank deposit (EFT).

If any additional card payment fees apply, we will disclose these at checkout (where applicable).

11. Fraud prevention and verification

To help prevent fraud and protect customers, we may request additional information to verify your identity or payment details. If you do not provide the requested information within a reasonable time, we may cancel your order and refund any amounts paid.

12. Delivery, title and risk

Shipping costs (if applicable) and available delivery methods will be displayed during checkout.

Unless otherwise required by law:

- title to, and risk in, the goods passes to you at the time the goods are dispatched from our premises.

Delivery timeframes are estimates only and may vary due to factors beyond our control.

13. Returns, refunds and Australian Consumer Law

To the maximum extent permitted by law, all amounts paid through this Site are non-refundable, except where:

- you have rights under the Australian Consumer Law (ACL) that cannot be excluded; or
- we otherwise agree in writing.

Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred by the ACL or other applicable law that cannot be excluded, restricted or modified.

14. Intellectual property

All intellectual property rights in this Site and its content (including text, graphics, logos, icons, images, and software) (Proprietary Content) are owned by us or our licensors.

You may download and print content from this Site only for your own personal and non-commercial use, provided you do not modify the content and you retain all copyright and proprietary notices.

You must not reproduce, distribute, communicate, adapt, publish, or otherwise use any Proprietary Content except as permitted by law or with our prior written consent.

15. Third-party links

This Site may contain links to third-party websites. Those websites are not under our control and we do not recommend or endorse them. You access third-party websites at your own risk. We are not responsible for the content, security, availability, or privacy practices of third-party websites.

16. Disclaimers

To the maximum extent permitted by law, this Site and all content and functionality are provided “as is” and “as available”.

We do not warrant that:

- access to this Site will be uninterrupted or error-free;
- the Site (or any content) will be free from viruses or other harmful components; or
- the information on this Site is complete, current or fit for your particular purpose.

This section is subject to your rights under the ACL and any non-excludable statutory guarantees.

17. Limitation of liability

To the maximum extent permitted by law, we exclude all liability for any loss or damage (including indirect or consequential loss, loss of profits, loss of revenue, loss of opportunity, or loss of data) arising out of or in connection with:

- your access to or use of (or inability to access or use) this Site; or
- any goods purchased through this Site,

whether in contract, tort (including negligence), statute or otherwise.

Where liability cannot be excluded, to the maximum extent permitted by law, our liability is limited (at our option):

- in the case of goods, to the replacement of the goods, the supply of equivalent goods, the repair of the goods, or the payment of the cost of replacing/repairing the goods; and
- in the case of services (if any), to the re-supply of the services or the payment of the cost of having the services supplied again.

18. Privacy

Our collection, use and disclosure of personal information is governed by our [Privacy Policy](#).

19. Notices

We may give notices to you by posting them on this Site or by contacting you using the email address you provide to us (if any).

20. Governing law and jurisdiction

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

21. General

- **Assignment:** We may assign or transfer our rights and obligations under these Terms. You may not assign or transfer your rights or obligations without our prior written consent.
- **Severability:** If any part of these Terms is invalid or unenforceable, it will be severed and the remainder will remain in force.
- **Waiver:** A failure or delay by us to exercise a right is not a waiver of that right.
- **Entire agreement:** These Terms constitute the entire agreement between you and us regarding your use of this Site.