

DealsDirect.com.au Terms and Conditions

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About These Terms and Conditions

In these Terms and Conditions "we" and "us" mean DealsDirect Pty Ltd ABN 64 096 509 134 of PO Box 1012, Ingleburn, NSW 1890 Australia, and "you" means you the customer. These Terms and Conditions together with your Order constitute the entire Contract between us and you for the supply of Products. The Contract cannot be varied unless we agree to vary it in writing or by email.

Australian Sales Only

We sell and ship Products only within Australia. We will not make deliveries outside of Australia.

Legal Capacity To Transact

If you are under the age eighteen (18) years you cannot place orders with DealsDirect. By accepting these Terms and Conditions you acknowledge that you are over the age of eighteen (18) years. Should DealsDirect suffer any damage or other losses as a result of a transaction entered into by a minor,

DealsDirect reserves the right to seek compensation for such losses from the parents or guardians of the minor who caused any order(s) to be placed with DealsDirect.

Placing Your Order

You may place an Order by filling in the Order Form on the DealsDirect Web Site and clicking the "Submit My Order" button. When you place your Order, we will issue you with an Order Number. We will do this by email. By placing an Order, you make an offer to us to purchase the Products you have selected based on these Terms and Conditions. Information contained on the DealsDirect website constitutes an invitation to treat. No information on our website constitutes or should be deemed as an offer by us to supply any Products; however DealsDirect will make every effort to supply Products to you. We will notify you that your order is being processed by sending you an Order Confirmation and tax invoice via email; however, we do not formally accept your offer until your order has passed our internal validation procedures for verifying the bona fides of each order placed, for the purpose of preventing credit card or payment fraud. DealsDirect and its affiliates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion. We will confirm acceptance of your order when we send you an email confirming shipment of the goods you have ordered. If we cannot process or accept your Order after payment is received we will contact you by email or telephone.

Payment Methods And Processing

DealsDirect currently accepts PayPal, V.Me, BPAY, Visa and Mastercard. Order processing will not begin until we receive all the information we need. Orders placed on a weekend or a Public holiday will not begin order processing until the next business day. Business days are Monday through Friday, excluding NSW Public holidays. We process credit card and PayPal payments after you click the "Submit My Order" button. Where you pay by BPAY you must pay the price payable in Australian dollars as indicated on your Order Confirmation within 5 days from the date that you receive your Order Confirmation. If a BPAY payment is not received within 7 days from the date that you receive your Order Confirmation, DealsDirect reserves the right to cancel the transaction. For credit card and PayPal payments we will email a tax invoice to you with your Order Confirmation. Where you pay by BPAY a tax invoice will be sent to you via email after your payment has been confirmed. Your tax invoice is your proof of purchase.

Please Note:

- We are unable to accept credit cards issued by banks outside of Australia.
- Debit cards and cheque cards have daily spending limits that may substantially delay the processing of your order.
- You may be required to provide further identification for additional security reference checks.

GST

DealsDirect purchases include GST.

Title To And Risk In Goods

Title to all goods will pass to you on the later of:

1. DealsDirect being satisfied of the outcome of any credit, criminal or fraud checks in relation to a customer or their purchase;
2. a complete and accurate order being placed and submitted by you to DealsDirect; and
3. the successful processing of your payment.

Unless you purchase optional Transit Care at the time of placing your order, you assume all risks of theft

or loss of goods occurring during transportation and delivery.

Prices

DealsDirect always seeks to list Products with the most competitive prices. DealsDirect reserves the right to change prices for Products displayed at DealsDirect at any time before you place an Order. The price of products shown excludes shipping costs. Shipping cost is a separate charge which is shown on the product page and is calculated upon post code entry.

Please note that promotional prices and shipping offers do not apply to wholesale, bulk or commercial orders.

Supply Of Your Products

Subject to these Terms and Conditions, we will supply to you the Products indicated on your Order Confirmation. When your Order items have been dispatched, we will email you to confirm shipment of each item including a tracking number for each item.

Delivery Of Your Products

Delivery time takes up to 10 working days from the date your payment is received. Please note that BPAY payments take an additional 1-2 business days to process. Where you have purchased a Product that is dispatched from one of our satellite warehouses, delivery time after payment processing may take up to 3 weeks. In all instances estimated delivery times will be displayed at the check out for your Product. DealsDirect makes every effort to deliver your Product according to the estimated delivery times provided by DealsDirect at checkout. The estimated delivery times are in business days (Monday through Friday) excluding Public holidays. Although every effort is made to ship your Order according to the estimated delivery times provided, estimated ship times may change due to changes in supply or circumstances beyond our control. If your Product has not arrived after the estimated delivery time, please contact us here. We encourage you to visit the “Your Account” section on our website to view the delivery status of your Products. Unless otherwise agreed by us, we will deliver your Products to the address indicated on your Order Confirmation. If no-one is available to take delivery of your Products, our carrier (Australia Post eParcel) will leave a card so you can pick-up your Product from your local Post Office. Where delivery is by our courier service and no-one is available to take delivery, they will leave a card requesting you to telephone them to arrange a suitable time and date for delivery. We will use our reasonable efforts to deliver your Products to you within the estimated delivery time indicated on your Order Confirmation; however, we do not guarantee that we will deliver within this time frame. **Please Note: In some remote/regional areas our carriers can only deliver bulky items to the nearest transport depot. In these instances you will receive notification that your delivery is available for your collection from the transport depot.**

Delivery Options

DealsDirect offers two options for the delivery of products you purchase:

Standard Delivery: Your product will be delivered for the shipping charge calculated upon entry of your postcode during the checkout process. All transit loss is at your own risk.

Transit Care Delivery: For the additional fee shown at checkout your product will be replaced (or refunded if a replacement is not available) if lost during delivery.

Shipping

“Shipping Charges”

We want your products to arrive quickly and at the best shipping rate we can offer. Shipping charges are calculated based on product size and the geographical region of the delivery address. Estimated shipping charges from our Sydney Distribution Centre are based on product size and delivery zone and can be viewed in the table below.

Shipping estimates for individual products can be viewed by entering your postcode on the product page.

Any applicable shipping charges for your order will be shown once your postcode is entered during the checkout process.

Please note that promotional shipping or price offers do not apply to bulk, wholesale or commercial orders.

Item Size	Zone 1		Zone 2		Zone 3	
	First Item	Subsequent Items	First Item	Subsequent Items	First Item	Subsequent Items
	\$1.95	\$1.35	\$1.95	\$1.35	\$1.95	\$1.35
Large Letter	\$7.95	\$5.55	\$7.95	\$5.55	\$7.95	\$5.55
Small						
Standard	\$11.00	\$8.00	\$16.00	\$12.00	\$16.00	\$12.00
Large	\$16.00	\$12.00	\$21.00	\$15.00	\$26.00	\$19.00
Extra Large						
Oversized / Heavy	\$21.00	\$15.00	\$26.00	\$18.50	\$31.00	\$22.00
	SC	SC	SC	SC	SC	SC

*SC = Shipping calculated upon postcode entry.

Shipping Zones are based on the Australia Post Parcel Zones.

Zone 1	NSW (excl. P/code 2880), ACT, VIC, Adelaide, Brisbane, Gold Coast
Zone 2	QLD regional, SA regional and NSW P/code 2880
Zone 3	Tasmania, Perth, QLD outer regional
Zone 4	NT, QLD Remote, WA regional and remote

"Your Account" - your credits

"Your Account" with DealsDirect has a credit facility. You may only use credits in "Your Account" as detailed here. There are only three (3) types of Credit available for use in "Your Account" .

"DealsDollars"

DealsDirect in its absolute discretion may credit you with DealsDollars from time to time. DealsDollars can only be used for the payment of Products on our website. Where "Your Account" holds DealsDollars and you place an Order for a Product or Products:

- 1 Any DealsDollars in "Your Account" credit facility must first be applied towards payment of the Product (or Products);
- 2 Where the payment due on a Product (or Products) is less than the total of the DealsDollars in "Your Account" , you

retain the future use of any unused DealsDollars to apply towards any future Product payments;

3 In the event that you do not have sufficient DealsDollars for full payment of the Product, and where you hold any Refund Credits in “Your Account” , they must be applied towards the outstanding balance due on the Product; and

4 In the event that you have insufficient DealsDollars and/or you have insufficient (or no) Refund Credits in “Your Account” , you must pay the balance of the payment due on the Product by PayPal, BPAY, Visa or MasterCard.

"Coupons"

DealsDirect in its absolute discretion may from time to time provide discount Coupons to existing and/or new customers. Coupons can only be used towards the payment of Products on our website. Each Coupon can be used only once and only one Coupon per order will be accepted. Any other Terms and Conditions governing the use of a coupon will accompany that Coupon. DealsDirect will determine the content of Terms and Conditions governing Coupons in its absolute discretion.

Where a Coupon is used towards the payment of a Product (or Products):

5 There may be an outstanding balance due on the Product; and

6 Where you hold any DealsDollars within “Your Account” , they must first be applied towards any outstanding balance due on the Product; and

7 In the event that you have insufficient (or no) DealsDollars in “Your Account” , and where you hold any Refund Credits within “Your Account” , they must then be applied towards any outstanding balance due on the Product.

8 In the event that you have insufficient (or no) DealsDollars and/or Refund Credits in “Your Account” , you must thereafter pay any outstanding balance due on the Product by PayPal, BPAY, Visa or MasterCard.

"Refunded Credits"

We may credit “Your Account” with a Refund Credit from time to time. DealsDirect will only provide Refund Credits under the Terms and Conditions detailed under "Your Rights to Return a Product". Where “Your Account” holds Refund Credits and you place an Order for a Product or Products:

9 Any (applicable) Coupon and/or DealsDollars that may be in your in “Your Account” credit facility will first be applied towards payment of the Product (or Products);

10 In the event that (any applicable) Coupon and/or DealsDollars are insufficient for full payment of the Product (or Products), your Refund Credits will be automatically applied towards the outstanding balance due on the Product (or Products); and

11 Where any outstanding balance due on a Product (or Products) is less than the total Refund Credits in “Your Account” , you retain the future use of any unused Refund Credits to apply towards any future Product payments; or

12 In the event that you have insufficient Refund Credits to apply towards the outstanding balance due on the Product (or Products), you must pay any remaining outstanding balance due on the Product by PayPal, BPAY, Visa or MasterCard.

Refunded Credits can be used towards a future purchase(s) or the full amount can be cashed out as a cheque refund. To redeem your Refund Credits log in to “Your Account” and select “View Credit” . You can then select “Cash Out Refund Credit” . In the event that DealsDirect needs to reissue a Refund Credit cheque due to an incorrect name or address provided by you, or if a Refund Credit is misused, DealsDirect will incur a cost of \$12 to reissue the Refund Credit cheque. This cost will be passed onto you as a reissue fee. In the event that a Refund Credit not exceeding \$5.00 arises from an overpayment by you via BPAY, DealsDirect will apply that amount as a credit on your account, unless you specifically request a cash refund from us.

Consumer Guarantees

Consumer guarantees apply under the Australian Consumer Law. Nothing in these Terms and Conditions excludes the application of those guarantees. For more information about your rights as a consumer, see the Australian Consumer Law website at <http://www.consumerlaw.gov.au>. If a Product has a minor defect, we will provide a repair or offer you a replacement or a refund. If a Product has a major defect, you are entitled to:

- reject the goods and receive a refund
- reject the goods and receive an identical replacement, or one of similar value if reasonably available, or
- keep the goods and receive compensation for the drop in value caused by the problem.

If you think that a Product is defective you should contact our Customer Service [Help Centre](#) and a DealsDirect Customer Service Representative will assist you. A photo may be requested to assist with the assessment of your claim. Where a Product is defective and needs to be replaced or repaired return shipping will be arranged at the expense of DealsDirect. If a Product is replaced, your replacement Product becomes your property and the returned Product becomes our property. When a refund is given, the returned Product becomes our property.

Additional DealsDirect Warranties

DealsDirect of 5 Inglis Road, Ingleburn NSW 2565 also offers a standard 1 year warranty against defects on all new Electrical, Petrol operated or Motorised Product. This warranty operates concurrently with any warranty offered by the manufacturer. This is our additional warranty. You also have consumer guarantees under the Australian Consumer Law (see above). If you believe that a new DealsDirect Electrical, Petrol operated or Motorised Product has a defect, you should contact us by email helpcentre@dealsdirect.com.au, live chat in our [Customer Service Help Centre](#) or **phone 1300 079 489**. We encourage the notification of claims under this warranty within 90 days by paying for the return of a Product where a claim is notified within that time and we determine that the Product is defective. Where claims are made more than 90 days after delivery, we will require details of the concern along with full details about the way the product has been used before authorising return of the product. Where a product is authorised for return DealsDirect will pay the cost of returning the product. If you are asked to return a product, follow the instructions given in Returning a Product below. Where a refund is given for a product and the claim is not covered by a consumer guarantee, it may be given as a Refund Credit to Your Account. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or a refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Replacement Products are covered by the same DealsDirect warranty as that applicable to the original product. They are also covered by consumer guarantees (see Consumer Guarantees above).

Returning a Product

Returning a product if you change your mind

If you change your mind about a purchase or make an incorrect choice and notify us within 14 days of delivery, we will provide you with a store credit for unopened products after the goods are returned to us. The store credit will be for the product price paid less the return delivery charge. Risk of loss or damage to the goods will not be assumed by DealsDirect until the item has been received at our warehouse. **This DealsDirect Change of mind policy does not apply to: Clearance bin products, refurbished products, underwear, swimwear, earrings, personalised products, CDs/DVDs, computer/console games or if specifically noted as excluded on the product listing or newsletter.** Consumer guarantees (see above) apply to all products, including refurbished, clearance bin products, underwear, earrings, personalised products, CDs, DVDs, computer games, console games and change of mind exclusions on individual product listings or newsletters

Return Authorisation Number - A Must Have

A Return Authorisation (RA) number is required for replacement Products and refunds. Where Customer Service has provisionally determined that a Product is defective, Customer Service will issue you with an RA. Products cannot be returned without an RA. The Product should be returned to DealsDirect within 30 calendar days of the issuance of the RA. Where possible, all Products should be packed in the original, unmarked packaging including any accessories, manuals, documentation and registration that shipped with the Product. If the accessories are not included, only a partial refund will be applied.

Organising the Return of Products

Products must be returned whenever we agree to provide you with a refund or replace the Product. Where you received a defective Product by Australia Post eParcel, Customer Service will email you a PDF voucher containing an RA which you must affix to the product. DealsDirect will pay for returned items automatically if you notify us of your claim within 30 days of delivery. You must then take the Product to any Australia Post Office for return. Where you have received a defective Product by our courier service, we will make arrangements with our courier service for collection of the Product, and will notify you when they will collect the Product from you. Pickup times are between 9am and 5pm, Monday to Friday. Customer Service will email you a PDF voucher containing an RA which you must affix to the product.

When a Replacement Product is arranged

- A replacement for the same Product that you ordered will be shipped to the delivery address on the original order at our expense after we have received your returned Product.
- The delivery time for the replacement Product will be the same as stated for the original Product.
- Consumer Guarantees apply to all replacement products.

Some Products - Manufacturer Warranty

Some Products sold through DealsDirect are serviced and supported by the manufacturer or supplier. DealsDirect recognises that customers purchasing some products, such as electronics and computers, require a high level of support therefore we would ask you to contact the manufacturer or supplier for trouble-shooting assistance. If the manufacturer or supplier is unable to assist, and the product is covered by a consumer guarantee, DealsDirect will provide a suitable remedy.

Products with User-Generated Data Capabilities - Repairs

The repair process of your goods may result in the loss of some or all user-generated data. Please ensure that you have made a copy of any data saved on your goods prior to submitting it for repair. Goods returned for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. When returning a computer, laptop, phone or tablet, please remove all passwords and/or Apple ID's from the unit to allow the repairer to access the device for the assessment/repair process. If you do not remove these the repairer may need to contact you directly to get this information in order to repair the unit.

Computer Hardware - Exclusions and Limitations

To the extent permitted by law, DealsDirect is not liable for any damage to or loss of any programs, data, or other information stored on any media contained within electronic or computing Products. Recovery and reinstallation of system and application software and user data are the responsibility of the consumer and are not covered by the DealsDirect warranty on Electrical, petrol operated & Motorised Product (see Additional DealsDirect Warranties above). In relation to any computing media Product, or

any computing hardware Product or computing part contained within a Product, to the extent permitted by law, DealsDirect is not liable for direct, special, incidental or consequential damages resulting from any breach of warranty or condition, or any other basis of liability, including but not limited to lost profits, downtime, goodwill, damage to or replacement of equipment and property, any costs of recovering, reprogramming, or reproducing any program or data stored in or used with DealsDirect Products supplied to you, and any failure to maintain the confidentiality of data stored on the Product. DealsDirect specifically does not represent that it will be able to repair any Product or replace a Product without risk to or loss of programs or data. Where a computing Product needs to be returned to DealsDirect for replacement, repair or inspection, to the extent permitted by law DealsDirect is not liable for the loss or confidentiality of any data you may leave on the computing Product.

Your Data - Use And Protection

By placing your Order, you agree that we may store, process and use data collected from your Order Form for the purposes of processing and delivering your Order. If you so indicate on the appropriate section of your Order Form, by placing your Order you also agree that we may use such data, other than credit card details, in order to provide you with information from time to time on other DealsDirect Products that may be of interest to you. If you do not agree to our using such data in order to provide you with information on other DealsDirect Products, you should indicate your non-agreement on the appropriate section of your Order Form. You may obtain a copy of the data held by us concerning you on request in writing. We reserve the right to charge an administration fee for processing such request. If any data held by us concerning you is incorrect, we will correct it on your written request. Please refer to our [Privacy Statement](#).

Credit Card Fraud

While DealsDirect employs Secure Sockets Layer (SSL) technology software for its transactions with our customers, DealsDirect will not be responsible for any damages, consequential losses (whether direct or indirect) suffered by a customer whose credit card is fraudulently used or is used in an unauthorised manner.

Fraud Protection or Prevention Procedures

When you place your Order by either a Credit Card or PayPal you may be sent an email from our Fraud Prevention Officer requesting further information, such as a copy of your credit card and drivers license for identification. After verification this information will be destroyed. **In this case, until your order has passed internal Fraud Prevention procedure checks your order will remain on Pending status. If you do not provide the requested information within 7 days, your order will be cancelled and your payment will be refunded back to the method in which you paid.** These information requests are sent to help protect Credit Card and PayPal account holders from online fraud.

General

You shall not assign any rights and obligations under these Terms and Conditions whether in whole or in part without the prior written consent of DealsDirect. Any unauthorised assignment shall be deemed null and void. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provisions in question shall not be affected thereby. Neither our failure nor your failure to enforce any Term or Condition constitutes a waiver of such Term or Condition. Such failure shall in no way affect the right to later enforce such Term or Condition. DealsDirect reserves the right to change the Terms and Conditions of sale at any time. The Terms and Conditions applicable to you are those on our website at the time you order A product. No DealsDirect employee or agent has the authority to vary any of the Terms and Conditions governing any sale.

Force Majeure

To the extent permitted by law, DealsDirect is not liable for any delay in performing any of its obligations under these Terms and Conditions if such delay is caused by circumstances beyond the reasonable

control of DealsDirect, and DealsDirect shall be entitled to a reasonable extension of time for the performance of such obligations.

Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of New South Wales and shall be subject to the non-exclusive jurisdiction of the courts of New South Wales