

Terms & Conditions

Website Terms of Use

The BBQ Store Pty Ltd | ABN: 62 147 926 305 | ACN: 147 926 305

NOTICE: Important: Terms & Conditions of Use of this Website

1. About Us

The BBQ Store Pty Ltd (ACN: 147 926 305) (ABN: 62 147 926 305) ("we", "us", "our") operates this website and sells barbeques, outdoor cooking equipment, accessories and related products ("Goods") and services ("Services") to customers in Australia.

2. Acceptance of Terms

By accessing, browsing or placing an order through this website, you:

- Agree to be bound by these Terms and Conditions ("Terms");
- Confirm you have read and understood our Privacy Policy; and
- Confirm you are at least 18 years of age, or have the consent of a parent or guardian.

These Terms do not limit or exclude any rights you have under the Australian Consumer Law ("ACL"), the Competition and Consumer Act 2010 (Cth), or any other applicable Australian law that cannot lawfully be excluded.

3. Your Rights Under the ACL

Our Goods and Services come with consumer guarantees under the ACL that cannot be excluded. These guarantees include that Goods:

- Are of acceptable quality (safe, durable, fit for purpose, free from defects, and acceptable in appearance and finish);
- Are fit for any specific purpose you disclosed to us before purchase;
- Match any description, sample or demonstration model provided by us;
- Come with clear title and undisturbed possession; and
- Come with any disclosed express warranties honoured.

Services we provide carry consumer guarantees that they will be rendered with due care and skill, fit for any disclosed purpose, and delivered within a reasonable time.

For a major failure you may choose a refund or replacement. For a minor failure we may repair, replace or refund. Nothing in these Terms excludes, restricts or modifies these statutory rights.

4. Use of This Website

4.1 Accuracy of Information

We take reasonable care to ensure the information on this website is accurate and current, but we do not warrant that all content is free from errors or is complete. Product descriptions, specifications, images and pricing are subject to change without notice.

4.2 Intellectual Property

All content on this website, including text, images, graphics, logos and layout, is owned by or licensed to us. You may not reproduce, distribute or use any material without our prior written permission, except as permitted by law.

4.3 Age Restriction - Knives & Restricted Items

Certain products, including knives and other restricted items, may only be purchased by persons aged 18 years or over. We reserve the right to cancel and refund any order for a restricted item where we are unable to verify age.

4.4 External Links

This website may contain links to third-party websites for your convenience. We do not endorse, control or take responsibility for the content of any linked website.

5. Placing an Order

5.1 Order Process

By placing an order, you make an offer to purchase the selected Goods or Services at the stated price. A binding contract is formed only when we send you a dispatch or fulfilment confirmation.

5.2 Payment

Payment must be made in full at checkout before your order is processed. We do not store your full payment card details.

5.3 Pricing & GST

All prices are in Australian Dollars (AUD) and include GST where applicable, unless otherwise stated. If a pricing error is identified after your order is placed, we will notify you and give you the option to proceed at the correct price or receive a full refund.

5.4 Order Cancellation by Us

We reserve the right to cancel an order if the product is out of stock or discontinued, a pricing error has occurred, or we are unable to verify your payment or details. We will notify you promptly and issue a full refund if payment has been taken.

6. Special Orders

6.1 What Is a Special Order?

A Special Order applies where a product is not physically held in our warehouse at the time of purchase. This includes some barbeques, spare parts and accessories sourced directly from our suppliers.

6.2 How Special Orders Work

Typical supplier delivery to our warehouse is 5 to 7 business days, after which you may collect from our store (Click & Collect) or have your order dispatched with courier tracking. Product availability and estimated dispatch time are displayed under the 'Buy Now' button.

6.3 Unavailability

If a product becomes unavailable, we will notify you as soon as practicable, offer a full refund, and where possible, offer an alternative product of equivalent or greater value.

6.4 Cancellation of Special Orders

Because Special Orders are sourced specifically for you, cancellation requests are subject to any costs or losses we have already incurred with our supplier. We will advise you of any applicable costs before processing a cancellation.

6.5 Custom or Made-to-Order Goods

Goods that are custom-made or made-to-order to your specifications cannot be returned or refunded unless they are faulty or fail to meet a consumer guarantee under the ACL.

7. Delivery

7.1 Order Confirmation

After placing your order online, you will receive an email confirmation within a few minutes (if you have provided your email address).

7.2 Click & Collect

Customers may collect Goods from our Prestons store free of charge. Select 'Click and Collect' under Shipping Method at checkout, then wait for our team to contact you when your order is ready.

7.3 Standard Delivery - Bulky Goods

Standard delivery is kerbside or ground-floor only. Couriers are not able to carry items upstairs, into homes, backyards or through side paths. If you require delivery beyond standard kerbside, please contact our sales team on 1300 041 051 before placing your order.

7.4 Heavy & Bulky Goods - Site Requirements

Goods weighing more than 35 kg require appropriate site access. Specialised trucks with a tailgate lift are used for these items and an additional fee may apply, disclosed before your order is confirmed.

7.5 Units and Apartment Deliveries

Deliveries to units and apartments are ground-floor only. Please ensure someone is available to assist with moving heavy items from the ground floor.

7.6 Dispatch Timeframe

Most in-stock items are dispatched within 1 business day of order confirmation. Special Orders are dispatched in accordance with clause 6.2.

7.7 Delivery Timeframe (estimates only)

- Metro Sydney: 1-2 business days
- Other metro areas: 5-10 business days
- Regional areas: longer, depending on courier availability

7.8 Delivery Costs

Delivery costs are calculated based on the size and weight of the item and the delivery postcode, and are displayed at checkout.

7.9 Risk and Title

Risk in the Goods passes to you upon delivery. Title passes to you upon receipt of full payment.

7.10 Delivery Address

You are responsible for providing an accurate and accessible delivery address. If the courier is unable to change your delivery address and the product is returned to our warehouse, you will need to pay the additional cost of re-delivery.

7.11 Signatures and Missed Deliveries

A signature is required at delivery unless you provide an authority to leave. If no one is available, the item will be held at the depot or post office for 48 hours before being returned to our warehouse. Re-delivery charges apply.

7.12 Dangerous Goods

We are unable to deliver dangerous goods (such as filled gas bottles, aerosol cans, paint, etc.). Empty gas bottles can be delivered.

7.13 Express Shipping

Express delivery via Australia Post is available for smaller items where eligible. Timeframes are estimates provided by Australia Post and are not guaranteed by us.

8. Returns & Refunds

8.1 Consumer Guarantee Remedies (ACL)

If a product fails to meet a consumer guarantee under the ACL, you are entitled to a remedy regardless of any other policy. For a major failure you may choose a refund or replacement. For a minor failure we may repair, replace or refund.

8.2 Our 30-Day Satisfaction Return Policy

We accept change-of-mind returns within 30 days of you receiving your item, provided the Goods are unused and in brand-new condition in their original, unopened packaging, you provide a copy of your invoice and the reason for the return, and the Goods are not a Special Order, custom item, clearance item or perishable product.

Returns received after 30 days will receive a store credit rather than a refund. If product packaging is damaged, opened or missing, a minimum 10% repacking fee applies (maximum 20%). No refund, return or replacement will be given on free or bonus items.

8.3 How to Return an Item

Contact us first before returning any Goods. Pack carefully in original carton. Include your name, address, proof of purchase and reason for return. Send to: The BBQ Store Pty Ltd, Unit 2/4 Avalli Road, Prestons NSW 2170. In-store returns accepted Mon-Fri 9am-5pm, Sat 9am-4pm (AEST).

8.4 Return Shipping Costs

You are responsible for return shipping costs unless the item was sent incorrectly or is faulty. Where the ACL entitles you to a remedy, we will not require you to bear unreasonable return costs.

8.5 Services

Except where the ACL requires otherwise, fees paid for Services are non-refundable once Services have been rendered or commenced.

8.6 No Receipt or Tax Invoice

If you no longer have a receipt or tax invoice, we can still provide a refund if you provide proof of identity (i.e. your driver's licence).

9. Warranty

9.1 Manufacturer's Warranty

- Consumer (domestic) use: 12 months from the date of purchase; and
- Commercial use: 3 months from the date of purchase.

9.2 What the Warranty Covers

This warranty covers defects in materials and workmanship that arise under normal use and conditions of the product.

9.3 What the Warranty Does Not Cover

- Damage caused by misuse, accident, neglect or failure to follow product instructions;
- Normal wear and tear;
- Damage caused by unauthorised modification or repair;
- Cosmetic damage; or
- Consumable parts (such as batteries) unless damaged by a defect.

9.4 After-Sales Service - Before You Return

If your unit fails to operate, check that instructions have been followed correctly and that the battery, motor or mains power supply is working before returning the item.

9.5 Warranty Return Process

Pack the item carefully (preferably in original carton), include your name, address, proof of purchase and a brief description of the fault, and send to: The BBQ Store Pty Ltd, Unit 2/4 Avalli Road, Prestons NSW 2170.

9.6 ACL Warranty Against Defects Notice

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and 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.

10. Limitation of Liability

To the extent permitted by law: our liability is limited to the purchase price of the relevant Goods or Services; we exclude all liability for indirect, special, incidental or consequential loss or damage; and we do not exclude or limit any liability that cannot be excluded or limited by the ACL.

11. Privacy

We collect and handle your personal information in accordance with our Privacy Policy and the Privacy Act 1988 (Cth). Our Privacy Policy is available on our website and forms part of these Terms.

12. Unfair Contract Terms and Severability

These Terms are intended to be fair and compliant with the ACL unfair contract terms regime (ACL Part 2-3). If any provision is found to be invalid, unlawful or unenforceable, it will be severed and the remaining provisions will continue in full force and effect.

13. Dispute Resolution

If you have a complaint or dispute, please contact us in the first instance. If we are unable to resolve your complaint to your satisfaction, you may contact the ACCC at www.accc.gov.au, your state or territory consumer protection agency, or the relevant external dispute resolution scheme.

14. Compliance with Australian Law

These Terms are governed by the laws of Australia. You and we agree to submit to the non-exclusive jurisdiction of the courts of Australia. Nothing in this clause limits your rights under the ACL.

15. Changes to These Terms

We may update these Terms from time to time. The current version will always be available on our website, marked with an effective date. Your continued use of this website after updated Terms are published constitutes acceptance of the updated Terms.

16. Contact Details

Phone	1300 041 051
Email	sales@thebbqstore.com.au
Web	www.thebbqstore.com.au
Hours	Mon-Fri 9am-5pm, Sat 9am-4pm (AEST)
Address	Unit 2/4 Avalli Road, Prestons NSW 2170