

PowerPass Terms and Conditions of Use

1. Subject to applicable Credit Terms, if you do not present an Official Company purchase order for the purposes of a purchase, you must use PowerPass when ordering and purchasing the supply of Goods on credit from Bunnings. Usage of PowerPass is governed by these terms and conditions which are provided each time a PowerPass is issued. By activating and using the PowerPass you are deemed to have accepted and agreed to abide by these terms and conditions. These terms and conditions apply to all usage of PowerPass, including by means of a physical PowerPass card or by means of the PowerPass App.
2. You may authorise Bunnings, if it agrees, to issue additional PowerPass by nominating an authorised user of each additional PowerPass. Additional PowerPass requests must be made to Bunnings in writing or through your online portal and set out the nominated authorised user's full name.
3. Each PowerPass may only be activated at a Bunnings store before it can be used. The authorised user of the PowerPass to be activated must attend at a Bunnings store with official photographic identification that sets out the authorised user's full name. The authorised user must choose a 4-digit PIN (personal identification number) which must remain secure and the PowerPass can only be used to make purchases by using the PIN chosen in respect of that PowerPass. This is a security measure aimed at preventing unauthorised use of the PowerPass. Failure to maintain such security measures could leave you exposed to risk of unauthorised usage of a PowerPass for which you will be liable pursuant to clause 6 herein.
4. You are liable for all transactions carried out by you using a PowerPass or by a person carrying out a transaction using a PowerPass or Temporary PowerPass facility with your authority. Such transactions also include all transactions that have been carried out using a PowerPass via the PowerPass App.
5. A Temporary PowerPass facility will only be emailed to the official email address on your Bunnings trade account. Any purchases made using a temporary PowerPass facility will be the responsibility of you.
6. You are also liable to Bunnings in respect of all transactions and must bear any other losses that are caused by any usage of a PowerPass, even if such usage is not authorised by you in circumstances where the usage has occurred because you have enabled or allowed such usage to occur, unless:
 - (i) the usage is caused by the fraudulent or negligent conduct of a Bunnings employee;
 - (ii) the usage is caused after you have reported to Bunnings either verbally or by your online access, by giving notice under these terms and conditions, that the PowerPass has been used without your authority.
7. Bunnings may vary these terms and conditions from time to time by giving notice of the changed terms and conditions to you. These terms and conditions (as may be amended from time to time) are available on the Bunnings website. Bunnings is not required to give advance notice of any changes it deems necessary for security reasons.
8. All PowerPass cards are the property of Bunnings and must be returned to Bunnings immediately on request. Report immediately any lost, stolen or not required PowerPass card or any unauthorised or potentially unauthorised use of the PowerPass and request the cancellation of the PowerPass by phoning 1800 980 050 (24hrs) or immediately cancel the PowerPass through your online access. Please note that if a PowerPass App has been activated for a PowerPass then it remains active until the that Power Pass is cancelled.
9. In these terms and conditions:

"Bunnings" means Bunnings Group Limited ABN 26 008 672 179.

"Credit Terms" means the terms and conditions which apply to transactions between Bunnings and you whereby Goods are supplied by Bunnings to you on credit.

"Goods" means goods and services.

"PowerPass" means each PowerPass issued or to be issued by Bunnings to you. Each PowerPass is provided by means of provision of a virtual card on the PowerPass App, or Bunnings issuing a physical PowerPass card or a temporary card which is sent by email to you and, in order to be used for any purchases on credit, must have an active PIN.

"PowerPass App" means the application developed and made available by Bunnings for use on mobile devices by which of PowerPass may enable the usage of PowerPass via the device. Usage of the PowerPass App is subject to these terms and conditions and is also you and any authorised users subject to and governed by the terms and conditions of use of the PowerPass App which must be agreed to before PowerPass can be enabled on the device to make purchases from Bunnings on credit.

"Temporary PowerPass facility" the electronic document provided for immediate or interim access to your trade account.

"You" means the holder of a trade account with Bunnings (and such trade accounts include those by which the account holder may purchase goods from Bunnings on credit) and the meaning of the term "you" is extended to include all officers, directors, employees and agents of the account holder insofar as their actions relate to or are associated with the usage of PowerPass.

PowerPass App - Additional Terms and Conditions

1. By using the PowerPass App you agree to be bound by these additional terms and conditions.
2. Your use of this App in connection with a PowerPass Account is validated by logging-in to the App using your PowerPass Account number and secure PIN. Any devices that download this App and login using those details will be deemed to have your authority to do so pursuant to clauses 4 and 6 of the PowerPass terms and conditions, and any transactions processed in accordance with this process will be debited to your PowerPass account (where a credit facility is in place) or registered credit card.
3. Product/service pricing and related information (including product availability indicators) displayed on this App will be correct and current at the time they are first downloaded by the user. Product/service pricing, availability and information may change between the time of download and the time of in-store purchase by you.
4. Product/service pricing displayed on this App is specific to your PowerPass account and is not available to third parties without Bunnings' prior written consent.
5. Bunnings makes no representation that the products or services displayed on this App are available at any location other than the location for which they are displayed.
6. You can make product purchases using the App in a Bunnings store by scanning the product using the App and:
 - a. adding it to the account balance for the PowerPass account their App is logged-in to;
 - b. paying using a credit card registered to the PowerPass account their App is logged-in to.
7. No transaction is completed (and payment or account debiting will not occur) until it has been verified by a Bunnings store team member at the time of purchase. You consent to a Bunnings team member verifying your in-App purchases against the products in your possession prior to leaving our store.
8. All purchases made using the App are subject to (i) Bunnings' credit terms and conditions; (ii) your PowerPass credit limit not being exceeded; and (iii) if your payment is made via a registered credit card, the successful processing of your credit card payment.
9. Payment made via any credit card details provided via the PowerPass App are processed via a secure third party payment processor. Bunnings does not collect or store your credit card details directly.
10. This App and its contents are subject to copyright which is owned by Bunnings or a third party. Bunnings does not grant you any intellectual property rights in this App, its applications, interface or contents. You must not use any trademark displayed on this website.
11. You must only use this App, and you must only display, copy, distribute download or record images or data derived from this App for your own individual use. You must not attempt to change, reproduce, add to, remove, hack or interfere with this App or its material, or otherwise share screenshots of content displayed by the App.
12. Bunnings may revoke, cancel or suspend access to this App at any time
13. Bunnings cannot guarantee that any file, data or content provided from this App is free of viruses and you assume the risk of any damage to your device as a result of using this App. This App may be inaccessible from time to time due to events outside Bunnings' control or maintenance requirements. Any transaction records or product preferences stored in this App are stored and retained at your risk. To the extent permitted by law, Bunnings excludes any liability for your inability to recover or access any transaction records or purchase history via the App. Bunnings excludes liability for loss or damage arising from any interference with or damage to your mobile device or operating system in connection with this App. If any liability is not able to be excluded by law, Bunnings limits our liability to the resupply of the relevant information or services.
14. Bunnings may collect information regarding your PowerPass account and your use of this App, including personal information. All information is collected, Used, disclosed and retained in accordance with Bunnings' Privacy Policy, details of which are at: <https://www.bunnings.com.au/privacy-policy> (Australia) or <https://www.bunnings.co.nz/privacy-policy> (New Zealand). Bunnings may collect information including transaction history (excluding payment card details), product or service preferences, preferred store locations and product return/refund activity.
15. We may use cookies to gather data in relation to this App and you consent to us doing so.
16. Where your PowerPass account is used for purchases in Australia, these conditions are governed by the laws of Australia. Where your PowerPass account is used for purchases in New Zealand, these conditions are governed by the laws of New Zealand. You submit to the non-exclusive jurisdiction of the courts of those jurisdictions.