

1. About these terms

These Terms of Use govern access to and use of hepworths.com.au, operated by Hepworth Industrial Wear Pty Ltd ("Hepworth's", "we", "us" or "our").

By using our website, you agree to these Terms of Use. If you do not agree, please discontinue using the website. Our website provides information about our industrial clothing, footwear, personal protective equipment and related products. Certain features are available only to approved customers through a customer login.

2. Conditions of Sale

These Terms of Use relate to your use of our website.

Purchases from Hepworth's are governed by our Conditions of Sale and any applicable trading terms expressly agreed with you. These cover matters such as pricing, payment, freight, delivery, returns and ownership of goods.

If there is an inconsistency concerning a purchase, the applicable Conditions of Sale or expressly agreed trading terms take priority over these Terms of Use.

3. Customer accounts

Access to restricted areas of our website is available to approved customers and their authorised representatives.

If you use a customer account, you must:

- Provide accurate information and notify us of relevant changes.
- Keep your login details secure.
- Allow access only to people authorised to act for your business.
- Notify us promptly if you suspect unauthorised access or misuse.

If you act on behalf of a business, you must have authority to use its account and submit requests or orders on its behalf.

We may temporarily restrict access where reasonably necessary to investigate suspected misuse, protect account security or maintain the website. Where practicable, we will notify the account holder and provide an opportunity to resolve the issue.

Restricting website access does not, by itself, cancel an accepted order or remove any rights relating to that order.

3. Acceptable use

You must use our website lawfully and must not:

- Attempt to access accounts, information or systems without permission.
- Introduce viruses, malicious software or other harmful material.
- Interfere with the website's security, availability or operation.
- Submit false, misleading or fraudulent information.
- Use automated tools to extract substantial amounts of content without our written permission, except where permitted by law.
- Copy or use website material in a way that infringes intellectual property rights.

4. Product information and suitability

We take reasonable care to keep product descriptions, specifications, images and other website information accurate and current. However, errors or omissions may occur, and information may require updating.

Product images are illustrative. Colours and appearance may vary depending on screen settings. Where a particular feature, specification or certification is important to your purchase, please contact us to confirm it before ordering.

Information on our website provides general product guidance. When selecting personal protective equipment, customers should consider their workplace hazards, required protection levels, fit, compatibility and applicable requirements.

Always follow the relevant manufacturer's instructions for use, care, storage and replacement. Any certification or approval applies only to the products and scope identified in the relevant documentation.

Nothing in this section limits our responsibility for product descriptions, representations or other obligations under applicable law.

5. Prices, availability and website errors

Prices, stock availability and promotions may change. Applicable pricing, taxes, freight and other charges are governed by our Conditions of Sale and the terms disclosed for the relevant purchase.

We may correct website errors when identified. If an error affects an order you have submitted, we will contact you and address it under the applicable Conditions of Sale and Australian law. A website correction does not, by itself, change the price of an accepted order.

6. Intellectual property

Website content, including text, photographs, graphics, designs and logos, is owned by Hepworth's or used with the relevant owner's permission.

You may view, download and print material for legitimate product evaluation, purchasing, workplace safety and internal business purposes. You must retain relevant ownership notices and must not alter material in a misleading way.

Other reproduction, republication or commercial distribution requires permission from the relevant rights holder, except where permitted by law.

Third-party brands and trademarks remain the property of their respective owners.

7. Certificates and downloadable documents

Certificates, policies, product information and other downloadable documents are provided for reference within their stated scope.

Check each document's date, product coverage and any expiry or qualification before relying on it. Contact us if you require confirmation that a document is current or applies to a particular product.

Documents must not be altered or presented in a way that misrepresents their meaning, scope or issuer.

8. Third-party links

Our website may contain links to websites operated by manufacturers, suppliers or other third parties.

Those websites are operated independently and have their own terms and privacy practices. We do not control their content. Providing a link does not, by itself, constitute endorsement of all information on that website.

9. Privacy

Our Privacy Policy explains how we handle personal information collected through our website and other business activities. Please refer to our Privacy Policy for information about our privacy practices and how to contact us with a privacy enquiry.

10. Website availability and security

We take reasonable steps to maintain our website but cannot guarantee uninterrupted access or that it will always be free from technical errors or security threats.

Access may be interrupted for maintenance, updates or circumstances outside our reasonable control. Please contact us directly if you cannot access your account or need assistance with an order.

You should use appropriate security measures on your own devices and keep your software current.

11. Liability and statutory rights

Nothing in these Terms of Use excludes, restricts or modifies any consumer guarantee, right, remedy or liability that cannot lawfully be excluded, restricted or modified, including under the Australian Consumer Law.

Subject to those rights, we do not guarantee that the website will be continuously available or compatible with every device or software system.

Responsibility for loss arising from use of the website will be determined under applicable law. These terms do not exclude liability for our fraud, negligence or other conduct for which liability cannot lawfully be excluded.

12. Changes to these terms

We may update these Terms of Use to reflect changes to our website, business operations or legal requirements.

Updated terms will be published on this page with a revised date and will apply prospectively. Changes will not retrospectively alter accepted orders or accrued rights.

Where a change materially affects customer account use, we will take reasonable steps to bring it to affected customers' attention before it takes effect.

13. Governing law

These Terms of Use are governed by the laws of New South Wales, Australia.

The courts of New South Wales have non-exclusive jurisdiction, subject to any rights you have under applicable law to bring proceedings elsewhere.

Contact us

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