

## **Terms & Conditions for Supply and Install or Install/Assembly Only**

- Bunnings agrees to supply the services on following basis.
- Supply and Install
  - Install/Assembly only
- 1. Contract Documents**
- a. This contract comprises on the following documents:
    - i. The Purchase Order
    - ii. These Terms and Conditions
    - iii. And, if applicable the Schedule
- 2. Quotes & Estimates (if applicable to offer)**
- a. If we give you a quote, it may be withdrawn or altered if you change your requirements at any time until you submit your order. You must give us correct information to quote on. Quotes are estimates only and are valid for 30 days.
- 3. Our Responsibilities**
- a. If you are a Consumer within the meaning of the Australian Consumer Law, Bunnings warrants, in accordance with the Australian Consumer Law, that goods being supplied under this contract are. Amongst other things, of acceptable quality and the services will be carried out with due care and skill, be fit for purpose and be delivered in a reasonable time. The workmanship and quality of this work are also protected by the specific statutory building warranties.
  - b. Subject to the Australian Consumer Law and applicable building legislation, all other warranties are excluded except for any warranties specified in the schedule and any warranties provided by the product manufacturer.
  - c. Installation work is generally only performed during normal working hours on weekdays. Weekend work can be arranged by mutual agreement.
  - d. Unless specified on the order form, we do not remove old products on the site before or after installation work.
  - e. To the extent permitted by law, including the Australian Consumer Law, we limit our liability to re-supplying the product and performance of installation work, or refunding your payment, at our election.
  - f. To the extent permitted by law, including the Australian Consumer Law, we exclude liability for indirect or consequential loss. Repair facilities for the products may not be available in the future.
- 4. Your Responsibilities**
- a. You must ensure that the product and the installation services are suitable for your purpose and your site.
  - b. Any information you provide will be relied on by us. You will be liable for any additional costs incurred if your representations are incorrect.
  - c. You must confirm that your site is not subject to heritage requirements and that you have any necessary permits for the installation works which we will be doing.
  - d. If the installation is to take place in a shared property, (unit block, townhouses etc.) you must ensure you have the relevant approval from the body corporate.
  - e. You must ensure that the site is accessible and safe for our subcontractor to install the product.
  - f. You must give us all relevant information about the site beforehand. You must provide our installer with access to amenities, electricity, water, light and gas as required.
  - g. You confirm that you are the home owner or that you have authority from the home owner for the works to be conducted. You must be at home during the installation process.
  - h. If you have a complaint after installation, you must allow us access to your site to inspect.
  - i. If you fail to perform your obligations or if anything you agree to under this contract is not correct or breached, then you must indemnify Bunnings for all costs, expenses and liabilities which we incur as a result, except to the extent that the failure or breach is directly attributable to the negligence or wrongful act or omission or wilful misconduct of Bunnings.
- 5. Payment**
- a. Payment is required to be made in accordance with state laws and regulations.
  - b. If our contractor cannot access the site, you may be charged a call out fee of up to \$120 inclusive of GST.
  - c. If you want to cancel before the installation, we will try to assist but you may be required to cover our costs. Except as otherwise set out in these terms, no refund is available on custom made or special-order products or services that are cancelled prior to installation.
  - d. Title in the product passes to you on the earlier installation or when you pay us in full.
  - e. This contract may be varied by agreement in writing and signed by each party to this contract. The parties also agree to a variation to the scope of works undertaken under this contract provided this is specified in writing and signed by both parties and that the requirements of the schedule (if any) are otherwise complied with.

### **Termination**

- a. If you provide incorrect information to Bunnings regarding the product and installation, Bunnings may terminate this contract at its discretion, acting reasonably.

### **Licensing**

- a. In some states, Bunnings is required to maintain a licence for certain installation offers. Our licence details are: QLD Licence - BSA 1191280 / NSW Licence - 186807C / SA Licence - BLD 248065. Installation providers maintain a separate licence relevant to the trade installation, where required.

### **Privacy**

- a. We require you to provide certain personal information, such as your name, address and contact details, before we can supply the product and installations services to you. We collect and manage your personal information in accordance with our Privacy Policy. Our Privacy Policy can be found at <https://www.bunnings.com.au/privacy-policy>. By providing your personal information to us, you consent to our Privacy Policy, including to us providing your personal information to third parties, if required to provide our products and services. If you have any questions, email us at [privacy@bunnings.com.au](mailto:privacy@bunnings.com.au).

## **Additional Terms and Conditions for Play Equipment and Trampoline Assembly**

- 1. Your Responsibilities**
- a. You must purchase and take the products home with you in readiness for Assembly
  - b. Delivery can be arranged at the time of order in store with a Team Member, charges apply.
  - c. There must be a safe and suitable area for the installation to take place and you must provide safe access for our installer. (Commencement of the Installation is at the Installers discretion)
  - d. Product must be purchased from Bunnings.
- 2. Standard Inclusions**
- a. Removal of product from packaging ensuring all parts are present and no damage
  - b. Assembly as per the manufacturer's instructions
  - c. Installation of up to 3 accessories (timber Play equipment only)
  - d. Clean up of site upon completion (removal and disposal of packaging at an additional cost)
- 3. Exclusions**
- a. Cost of Play equipment or Trampoline
  - b. Delivery of Play equipment or Trampoline
  - c. Levelling of ground prior to assembly/installation.
  - d. Clearing of obstructions surrounding the item being assembled (incl Tree pruning)
  - e. Anchoring of Trampoline
  - f. Removing or dismantling of old products
  - g. Installation of accessories on any non-timber play equipment
- 4. Additional Charges**
- a. The assembly package price is not inclusive of all pricing variables and other variations that may occur during assembly. If additional charges apply, you will be advised before any assembly works proceed. Additional charges may include:
    - b. More than 3 accessories installed to a timber playground - \$10.00 per accessory (additional accessories cannot be installed on non-timber play equipment under this offer)
    - c. Extra km charge applies (\$1.50 per km return trip) if the property where the play equipment is being assembled is further than 35km from a Bunnings store
    - d. A call out fee will apply if assembly cannot be completed due to the requirements as set out in these terms and conditions not being fulfilled
    - e. Removal and disposal of packaging - \$15.00

Signed by Customer \_\_\_\_\_

Date \_\_/\_\_/\_\_

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**If you have further questions, contact your local Bunnings store and our friendly team can assist**