

# Terms & Conditions for Tapware and Showerhead Installation

## Overview and Contract Documents

1. Bunnings agrees to supply the Services on the following basis. The Services comprise the work set out in the Order Confirmation
2. These terms and conditions apply, to the extent applicable, to assembly services also. All references to Services and installation are taken to be references to assembly services as well.
3. The parties acknowledge that you have paid for the Products in full and taken possession of such Products, or organised with us for them to be delivered to site, and that they will be made available for installation in accordance with this contract.
4. This contract comprises the following documents;
  - a. The Order Confirmation;
  - b. Any voucher issued to you; and
  - c. These Terms and Conditions.

### Quotes & Estimates (if applicable to offer)

5. If we give you a quote, it may be withdrawn or altered if you change your requirements at any time until you submit an order. You must give us correct information to quote on. Quotes are estimates only and are valid for 30 days.

### Our Responsibilities

6. If you are a Consumer within the meaning of the Australian Consumer Law, Bunnings warrants, in accordance with the Australian Consumer Law, that any Products being supplied under this contract are of acceptable quality.
7. Subject to the Australian Consumer Law, all other warranties are excluded except for any warranties specified in applicable domestic building legislation and any warranties provided by the product's manufacturer.
8. We arrange for suitably qualified and where required, licensed contractors to install the Products.
9. Installation work is generally only performed during normal working hours on weekdays. Weekend work can be arranged by mutual agreement.
10. Unless specified on the Order Confirmation, we do not remove old products on the site before or after installation work.
11. 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.
12. To the extent permitted by law, including the Australian Consumer Law and any applicable domestic building legislation, we exclude liability for indirect or consequential loss. Repair facilities for the Products may not be available in future.

### Your Responsibilities

13. You must ensure that the Product and the installation services are suitable for your purpose and your site.
14. Any information you provide will be relied on by us. You will be liable for any additional costs incurred if your representations are incorrect.
15. 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.
16. 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 relevant body corporate or owners' corporation.
17. You must ensure that the site is accessible and safe for our contractor to install the Product.
18. You must give us all relevant information about the site beforehand. You must provide our installation contractor with access to amenities, electricity, water, light and gas as required.
19. 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.
20. If you have a complaint after installation, you must allow us and/or our installation contractor or third party expert access to your site to inspect.
21. If you fail to perform your obligations, 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.

### Payment

22. The cost of installation is specified in the Order Confirmation.
23. The parties agree that:
  - a. the Services and Products have been paid in full as at the date of this Contract.
  - b. If (a) does not apply, payment is required to be made within 7 days of issue of a tax invoice following installation of the Product.
24. If our installation contractor cannot access the site, you may be charged a callout fee of up to \$120 inclusive of GST.
25. If you want to cancel before the installation, we will try to assist but you may be required to cover our costs (including the cost of insurance). 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.

### Termination

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

### Privacy

27. We require you to provide certain personal information, such as your name, address and contact details, before we can supply the product and installation 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).

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

## Additional Terms and Conditions for Tapware and Showerhead Installation

### 1. Your Responsibilities

- a. You must purchase and take the Water Filter home with you in readiness for Installation
- b. Delivery can be arranged at time of order in store with a team member, charges apply.
- c. This offer is available for residential properties only
- d. Current plumbing must be compliant

### 2. Inclusions

- a. All Installations must be a like for like replacement
- b. Removal of existing product
- c. Complete Installation of the product(s) purchased from Bunnings, and on site
- d. The clean-up and disposal of any existing products or fittings along with any rubbish caused by the installation.
- e. Include Ceiling mounted Showerheads
- f. Travel time to site (if within 35kms from local Bunnings store). Additional charges apply for travel outside this distance of \$1.50 per km in both directions.
- g. Installation will be completed by a qualified Plumber

### 3. Exclusions

- a. Shower rails
- b. Installation of product(s) not listed in the installation agreement.
- c. Supply and delivery of the product(s)
- d. Repairs / Replacement / Painting of old product footprints (eg. patching screw holes in walls, removing silicone from tiles etc.).
- e. Major Alteration of existing plumbing to suit new product (whereby new pipework is required to be altered to allow installation of new product).
- f. Additional materials / fixtures required to install new product
- g. Major structural changes required to install new product
- h. Drilling through tiles
- i. Pressure limiting valves might be required in some cases. This will need to be paid to the installer on the day

4. The installation package price is not inclusive of all pricing variables and other variations that may occur during installation. If additional charges apply, you will be advised before any installation works proceed and they are payable directly to the installer. Additional charges may apply to:

1. Additional works required.
2. Travel in excess of 35km will incur an additional charge of \$1.50 per km in each direction
3. Return to site fee

Signed by Customer \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_