# Terms & Conditions for installation of EV chargers. (National)

### Overview

- 1. Bunnings agrees to supply the Installation Work on the basis of the terms set out in this contract. These terms and conditions do not apply to the Products purchased by you in store to be installed as part of the Installation Work.
- 2. The Installation Work comprises the services generally described in the Order Confirmation provided to you in our store on the same day you signed this document (**Order Confirmation**) and as further detailed in the specification included in this contract (**Specification**).
- 3. The Installation Work is subject to the inclusions and exclusions in the special conditions attached to this document.
- 4. The Products you have purchased for installation must either:
  - a. be stored by you safely and made available for installation on the date of the Installation Works in accordance with this contract; or
  - b. arranged with us to be delivered to your premises so that they are available at the time the Installation Works are scheduled.
- 5. You must pay for the Installation Work in full at the time of placing an order in store.
- 6. This contract comprises the following documents;
  - a. the Order Confirmation.
  - b. these terms and conditions (including the special conditions); and
  - c. the Specification.
- 7. In this contract:
  - a. Bunnings (or we or us) means or refers to Bunnings Group Limited (ABN 26 008 672 179);
  - b. Installation Work means installation of the Product at your premises, as further described in the specification;
  - c. Products means electric vehicle chargers and accessories purchased by you to be installed as part of the Installation Work; and
  - d. **you** or **your** means or refers to the person described on the Order Confirmation.

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

8. If we give you a quote, it may be withdrawn or altered if you change your requirements at any time until you submit an order and receive an Order Confirmation. You must give us correct information to quote on. Quotes are estimates only and are valid for 30 days. Acceptance of a quote by you will not be binding until you receive an Order Confirmation.

## **Our Responsibilities**

- 9. To the extent permitted by law and except for any Product manufacturer warranties and the consumer guarantees under the Australian Consumer Law, all other warranties are excluded.
- 10. Except to the extent required under the Australian Consumer Law, we make no warranty that the Product being installed as part of the Installation Work is suitable for your particular premises.
- 11. We arrange for suitably qualified and where required, licensed third party contractors to install the Products.
- 12. Installation Work is generally only performed during normal working hours on weekdays. Weekend work can be arranged by mutual agreement when placing an order.
- 13. Unless specified on the Order Confirmation, we do not remove old products on your premises before or after Installation Work.
- 14. 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.

## Your Responsibilities

- 15. You must ensure that the Product and the Installation Work are suitable for your purpose and your premises.
- 16. You must read the operating instructions manual provided with the Product carefully and follow all instructions, before first use and for the life of the Product, including regular maintenance. Failure to do so may result in personal injury, death and/or property damage.

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- 17. You must give us all relevant information about your premises prior to making an order and receiving an Order Confirmation from us. Any information you provide will be relied on by us. You will be liable for any reasonable additional costs incurred to the extent they directly relate to that information being incorrect or incomplete.
- 18. You confirm that your premises is not subject to any heritage requirements or other restrictions which limit the Installation Work being carried out and that you have all necessary permits or approvals for the Installation Work which we will be arranging.
- 19. You must ensure that any preparatory works advised by us prior to you placing your order, or set out in the Order Confirmation and required prior to installation of the Product, are complete before the Installation Work takes place.
- 20. Our third party contractor may advise on the day of installation that additional works are required that were not included in the Specification (**Additional Works**). If this is the case, you will be solely responsible for arranging those Additional Works to be carried out. If our third party contractor agrees to carry out those Additional Works on the day of installation, you must enter into a separate agreement with the third party contractor for those Additional Works and they will not form part of this contract.
- 21. If the cost of the Installation Work and Additional Works is greater than or equal to \$3,300, our third party contractor will contact us and Bunnings may terminate this Contract, resulting in the cancellation of your installation.
- 22. If Additional Works are required to be undertaken by you prior to the installation taking place and our third party contractor cannot carry out those works on the day of installation, then clause 31 will apply.
- 23. If you choose not to proceed with the Installation Work on the scheduled day as a result of being advised of any required Additional Works in accordance with clause 20, then clause 32 will apply.
- 24. If the Installation Work is to take place in a shared property (e.g. unit block, townhouses etc.) you must ensure you have approval from the relevant body corporate or owners' corporation and provide a copy of that approval to our third-party contractor.
- 25. You must ensure that there is clear and safe access to the site for our third-party contractor to install the Product.
- 26. You must provide our third-party contractor with access to amenities, electricity, water, light and gas as required.
- 27. 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.
- 28. If you have a complaint after installation, you must allow us and/or our third-party contractor or other nominated person access to your premises to inspect.

### **Payment**

- 29. The cost of installation (excluding any additional amounts advised to you under clause 20) is specified in the Order Confirmation.
- 30. Except where the Installation Work is carried out in New South Wales, upfront payment in full is required when placing the order for the Installation Work. For Installation Work in New South Wales, the Special Conditions will apply.
- 31. If our third party contractor cannot access the site; or you reschedule an installation appointment within 24 hours of the original appointment; or you do not carry out the necessary preparatory works under clause 19 in time for your installation appointment; or Additional Works are required by you prior to our third party contractor carrying out the Installation Work, then you may be charged a callout fee of up to \$120 inclusive of GST.
- 32. If you want to cancel the Installation Work for no reason before it commences, we will refund you the amount paid by you under the Order Confirmation for the Installation Work less our direct and reasonable costs incurred because of the cancellation which we estimate will be 10% of the Order Confirmation amount.

### **Termination**

33. If either party breaches a material provision of this contract, the other party may terminate this contract.

#### Privacv

34. We require you to provide certain personal information, such as your name, address and contact details, before we can supply the Installation Work 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 <a href="mailto:privacy@bunnings.com.au">privacy@bunnings.com.au</a>.

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### Specification

Installation and connection of an EV charger, including selected accessories, purchased at Bunnings, with cabling (up to 10 meters) at your premises, being a single dwelling with a switchboard located on the same premises.

## **Special Conditions**

## 1. EV Charger installation

The installation location will be agreed upon prior to installation between you and our third party contractor. Your meter box must be AS3000:2018 compliant prior to any electrical/installation work commencing. Our third party contractor must have clear access to the meter box and all necessary spaces to complete the installation in a safe and compliant manner. The workspace must be asbestos free. All products must be onsite prior to work commencing. Installations can only be completed to ladder height.

### 2. Inclusions

- This offer is available for residential properties only.
- 10m (6mm thick 4c+e) cable run from meter box to installation location.
  - o Additional cable (over 10 m) will incur an extra charge per meter.
- All exposed cable runs will be concealed in conduit.
  - Conduit positioning to be discussed with you onsite prior to works commencing.
- Standard install includes internet connection via WIFI only.
  - o You must provide your WIFI password on request.
- Travel within a 35km radius from the closest Bunnings store with the offer.

### 3. Exclusions

- Installations exceeding 30 meters of cable.
- 10mm thick cable might be required in certain circumstances. This will incur additional costs and will be discussed with the customer prior to work commencing.
- No working at heights or special lift requirements.
- Switchboard upgrades.
- Asbestos removal.
- Digging of trenches to conceal cables underground.
- If your premises are more than 35kms from your nearest Bunning store (round trip), you will incur travel charges. Any additional travel charges will be included in your Order Confirmation and must be paid at time of placing your order.

# 4. Payment for Installation Work in New South Wales

On receiving your Order Confirmation, a 10% payment of the price of Installation Work will be required. The balance of the amount in your Order Confirmation will be due and payable by you directly to Bunnings or its third party contractor (as Bunnings' agent) on the day of installation.

**5. Licensing in South Australia, Queensland and New South Wales** Bunnings requires building licenses in certain jurisdictions for certain installation offers. To the extent applicable to the Installation Work, Bunnings' licence details are South Australia BLD 248065, Queensland QBCC 1191280 and NSW 186807C.

By signing you are agreeing to these terms and conditions, including the Specification.

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SIGNED	
Your name	