

#### **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.
- This contract comprises the following documents;
  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)

 If we give you a quote, it may be withdrawn or altered if you change your requirements at any time until you submit an order.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.

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

# 1. Your Responsibilities

- a. You must purchase and take the product/s home with you in readiness for Installation.
- 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)

Additional Terms and Conditions for Electrical Installation

d. Product must be purchased from Bunnings.

#### Appliance Installation

# Inclusions

- a. Removal of new product from packaging ensuring all parts are present and are not damaged.
- b. Assembly and Installation as per the manufacturer's instructions within 500mm of existing service
- c. Installing the unit within range of existing power point or gas line
- d. Clean-up of site upon completion.
- b. Disconnect existing appliance and connect new appliance, like for like offer.
  c. Short overview on the basic features of your new appliance

### Exclusions

- a. No work to electrical or gas lines
- b. Travel over 35kms from nearest store by the installer (extra charges)
- c. Additional cables or hoses
- d. Disposal of old unit
- e. Modification of hole in cabinetry for fittings if required
- f. No electrical power points will be installed- these must be in place on arrival or purchased and installed separately prior to installation.
- d. Does not include new wiring, connections, circuits etc.
- e. Does not include fitting of isolation switch if required.
- f. No cabinet work or benchtop alterations included.
- g. Excludes Dishwashers

#### Lighting

- Indoor Lighting Inclusions
- a. Like for like replacement of up to 4 Downlights purchased from Bunnings
- b. Electrical Installation, safety certificate or compliance certificate
- c. Clean up of site (disposal of packaging not included)
- 3. Outdoor Lighting Replacement Individual Outdoor light

# Outdoor Lighting Inclusions

- a. Like for like replacement of one Outdoor Light purchased from Bunnings
- b. Electrical Installation, safety certificate or compliance certificate
- c. Clean up of site (disposal of packaging not included)
- 4. Pendant Light Replacement- Individual Pendant Light

#### Pendant Lighting Inclusions

- a. Like for like replacement of one Pendant Light purchased from Bunnings
- b. Electrical Installation, safety certificate or compliance certificate
- c. Clean up of site (disposal of packaging not included)

# Power Points and Switches Inclusions

- a. Like for like replacement of up to 4 Switches or Power Points purchased from Bunnings
- b. Electrical Installation, safety certificate or compliance certificate
- c. Clean up of site (disposal of packaging not included)
- d. Installation of Dimmer with Replacement Switches

### Exclusions for all Electrical Installation

- a. Installation of downlights in a new location
- b. Installation higher than 2.85m for Power Points and Switches
- c. Installation higher than 3m for Down Lights & Pendant Lights
- d. Installation higher than 5m for Outdoor Lighting
- e. Installation of RCD or works to switchboard
- f. Running of cable through studwork or channelling through concrete or brickwork
- g. Installation of dimmer only included with Replacement Switches
- h. Patching or painting of surfaces where the incoming product is a different size to the outgoing product
- i. Delivery of products
- j. Non standard installations will incur extra costs, including the installation of more than one Pendant or Outdoor Light and more than 4 Downlights or Power Points/Switches
- k. Travel in excess of 35kms from nearest store will incur extra costs of \$1.50 per KM (no more than 80kms)

