# Terms & Conditions for installation of Sheds (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 purchase of Products 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 on the foundations provided by you, as further described in the Specification;
  - c. Products means sheds purchased by you to be installed as part of the Installation Work; and
    - 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 If we give you a quote, it may be withdrawn or altered if you change your requirements at any time until you submit an order and receive an Order Confirmation.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**

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- 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. 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.
- 17. You must give us all relevant information about your premises prior to making an order and receiving an Order Confirmation from us, including copies of any applicable permits or approvals that are required for the Installation Works. 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.
- 21. 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.
- 22. You must ensure that there is clear and safe access to the site for our third-party contractor to install the Product.
- 23. You must provide our third-party contractor with access to amenities, electricity, water, light and gas as required.
- 24. 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.
- 25. 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 is specified in the Order Confirmation.
- 30. Upfront payment in full is required when placing the order for the Installation Work.
- 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.

### Privacy

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 privacy@bunnings.com.au.

#### Specification

- Assembly of a shed and anchoring to a solid base provided by you.
- Solid base must be a cured concrete foundation or secured pavers min 300x300x50.
- Base must be level across the length of the base.
- Base must be the correct size according to manufacturer's specifications for the Product.
- Clear working space must be available for the Installation Work to be carried out.
- We will not carry out Installation Work on grass, gravel or any other unstable base.
- We must anchor down the Product as part of the Installation Work.

## **Special Conditions**

- 1. Inclusions
  - This offer is available for residential properties only
  - Unpack shed and check all parts are present and that there is no damage
  - Assemble as per the manufacturer's instructions
  - Anchor to suitable base (provided by you) using fixing kit supplied with the Product or purchased by you separately

### 2. Exclusions

- Obtaining necessary approvals or permits or required for the Installation Works
- Delivery of Products (unless arranged separately at the time of purchase)
- Supply or preparation of appropriate base for Products
- Removal of existing sheds or structures
- Commercial or non-residential premises
- Removal and disposal of packaging
- Silicone / Sealants
- 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.
- 3. 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.

SIGNED

Your name

National shed installation v1 13 March 2025