

## **Terms & Conditions for Supply and Install or Install only**

Bunnings agrees to supply the product and installation/assembly services on following basis.

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

- If we give you a quote, it may be withdrawn or altered at any time until you submit an order.
- You must give us correct information to quote on. The price may change depending on the site or if you change your requirements.
- Quotes are estimates only and are valid for 30 days. Orders are subject to Bunnings' acceptance.

### **Our Responsibilities**

- The product may come with a warranty from the manufacturer. In addition to manufacturers' warranties on selected products, if you are a Consumer within the meaning of the Australian Consumer Law, Bunnings warrants, in accordance with the Australian Consumer Law, that the Goods are of acceptable quality.
- Subject to the Australian Consumer Law, all other warranties are excluded except for domestic building warranties prescribed in relevant legislation and warranties from the product's manufacturer.
- Where we are unable to provide you with an estimated installation/assembly date, we will do everything to ensure that the works start as soon as reasonably possible. We deliver/install during normal working hours on weekdays. Weekend installation/assemblies are by mutual agreement.
- Unless specified on the order form, we do not remove old products on the site before or after installation/assembly.
- To the extent permitted by law, including the Australian Consumer Law, we limit our liability to re-supplying the product and installation/assembly, or refunding your payment, at our election.
- To the extent permitted by law, including the Australian Consumer Law, we exclude liability for indirect or consequential loss. Repair facilities for the goods may not be available in future.

### **Your Responsibilities**

- You must ensure that the product and the installation/assembly services are suitable for your purpose and your site.
- Any information you provide will be relied on by us. You will be liable for any additional costs incurred if your representations are incorrect.
- You must confirm that your site is not subject to heritage requirements and that you have any necessary permits for the installation/assembly works which we will be doing.
- If the installation/assembly is to take place in a shared property, (unit block, townhouses etc.) you must ensure you have the relevant approval from the body corporate.
- You must ensure that the site is accessible and safe for our subcontractor to install the product.
- 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.
- 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/assembly process.
- If you have a complaint after installation/assembly, you must allow us access to your site to inspect.
- 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.

### **Payment**

- Full payment is required in advance of installation/assembly services being provided.
- If our contractor cannot access the site, you may be charged a callout fee of up to \$120 inclusive of GST.
- If you want to cancel before the installation/assembly, 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.
- Title in the product passes to you on the earlier installation/assembly or when you pay us in full.
- We will honour any agreement to vary the contract when it is provided in writing and signed by each party to this contract.
- You and Bunnings agree that the progress payment provisions in section 40 of the *Domestic Building Contracts Act 1995* (VIC), or its equivalent provision under legislation applying in the State in which the works are to be performed, do not apply to this contract.

### **Termination**

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

### **Licensing**

- 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.

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

### **Cooling-off Period**

- After providing a team member with full payment, you have five business days (or up until the date of installation if it takes place within five days of making payment), within which you can cancel the installation. For the avoidance of doubt, if you agree for installation to take place on the day of purchase then there is no cooling off period. If you agree to installation before the five day cooling off period then the cooling off period is reduced accordingly.

### **Your Responsibilities**

- You must purchase and take the Play equipment home with you in readiness for installation/assembly. Delivery can be arranged at time of order in store with a team member, charges apply
- You must ensure property boundary requirements are considered prior to assembly
- There must be a safe and suitable area for the assembly to take place
- You must ensure the ground is suitable and level for assembly
- You must ensure local council guidelines are adhered to
- Residential properties only

### **Standard Inclusions**

- Removal of product from packaging ensuring all parts are present and no damage
- Assembly as per the manufacturer's instructions
- Installation of up to 3 accessories (timber Play equipment only)
- Clean up of site upon completion (removal and disposal of packaging at an additional cost)

### **Exclusions**

The standard assembly price does not include:

- Cost of Play equipment
- Delivery of Play equipment
- Installation of accessories on any non-timber play equipment
- Residential properties only

### **Additional Charges**

- 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:
- 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)
- 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
- 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
- Removal and disposal of packaging - \$15.00

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

### **Privacy**

- 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).

Customer Name \_\_\_\_\_ Customer Signature \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_