

ShedSafe Terms and Conditions

Shed Sellers

1 September 2013



Overview

ShedSafe is an independent accreditation scheme managed by the Australian Steel Institute (ASI) to promote compliance with the Building Code of Australia (BCA) for cold formed portal frame buildings and was established at the request of industry participants.

Scope of ShedSafe Accreditation

ShedSafe Accreditation is applicable to cold formed portal frame buildings with building spans nominally 3 – 36 meters. ShedSafe accreditation is not applicable to garden sheds, carports, stud frame buildings, structural steel buildings or houses.

Who can apply for ShedSafe Accreditation?

Shed sellers can apply for Accreditation if their supplying shed manufacturer has achieved ShedSafe Accreditation.

Accreditation Process

Application for ShedSafe Accreditation follows a set of due processes. These processes and associated timelines are outlined in the Terms and Conditions. In submitting an application for ShedSafe Accreditation, the applicant acknowledges that they have read and understood the application process.

Any organisation that satisfactorily completes and implements the ShedSafe Accreditation, as a condition of receiving accreditation from the Australian Steel Institute, to be bound by and act in accordance with the following terms and conditions.

1. PROGRAM ELIGIBILITY - SHED SELLERS

The following criteria must be met in order for Shed Seller applicants to be eligible for ShedSafe Accreditation:

- a. Only supply cold-formed buildings 3-36 metre span from a ShedSafe Accredited manufacturer.
 - b. Only supply current engineering designs as provided by ShedSafe Accredited Shed Manufacturers.
 - c. Provides quotations to consumers consistent with ShedSafe requirements that include: Importance Level, Wind Region, Terrain Category, Topography and Shielding values and a site wind speed expressed in m/s.
 - d. Only provide quotations for installation or provide building services if appropriately licensed
 - e. Successfully complete ShedSafe Shed Specification Module 2013.
 - f. Complies with State safety requirements.
 - g. Complies with government regulations including consumer and trade practice laws.
 - h. Agreement to provide information to the ASI regarding other buildings and structures sold by business.
- b. Applicant has 30 days to complete the ShedSafe Shed Specification module 2013 and associated questionnaire. The module questionnaire is only required to be undertaken by a nominated principle operating at each of the sales locations.
 - c. ShedSafe recommends all employees involved with building specification also complete the Shed Specification module. Submission of results from other employees is not a current requirement.
 - d. Within 14 days of receiving a completed application form and completed questionnaire, ASI will either grant or deny Accreditation.
 - e. If an Applicant meets the ShedSafe requirements, ASI shall issue a notice in writing of the approval of accreditation to ShedSafe. This notice shall include the ShedSafe Style Guide and materials to promote accreditation, pursuant to these terms and conditions.
 - f. If an Applicant fails to meet the ShedSafe requirements, ASI shall issue a notice in writing of non-approval of accreditation to ShedSafe. This notice shall include reasoning for the decision of non-approval, based on the membership criteria and these terms and conditions.
 - g. Shed Seller applicants who are not successful in obtaining ShedSafe Accreditation or who fail to provide documentation within the allotted timeframes is welcome to re-apply for Accreditation. This application shall be treated as a new application.

2. PROCESS OF APPLICATION - SHED SELLER

- a. Shed Sellers eligible to apply for Accreditation must complete the current application form, outlining details of suppliers, building license and other products sold by business..

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3. NON APPROVAL – SHED SELLERS

- a. Applicants will be provided with a 30 day period to respond in writing to a notice of non-approval.
- b. Applicant response will be regarded in accordance with the procedures outlined in Section 13 of these Terms & Conditions.
- c. ASI will view failure to provide a response within the required period as an agreement to withdraw the application.

4. GENERAL TERMS AND CONDITIONS FOR USE

- a. These terms and conditions are effective from 1st September 2013 and replace any previous terms and conditions.
- b. ShedSafe is a program owned, managed and operated by the Australian Steel Institute (ASI).
- c. Accreditation is awarded to businesses that have successfully applied for and met ShedSafe membership criteria, completed the application process outlined in Sections 10 and 13, and paid the annual fee.
- d. The period of accreditation for a Shed Manufacturer is thirty-six (36) months or until changes are made to the Building Code (that affect shed designs), whichever occurs first.
- e. The period of accreditation for a Shed Seller is twelve (12) months, beginning on the 1st July and expiring on the 30th June.
- f. Accreditation period length does not impact annual fee period. All accredited businesses will be required to pay an annual program fee.
- g. New accreditations and re-accreditations are granted upon satisfactory review of applications against the membership criteria as outlined in Sections 8 and 11, and other conditions as shall be determined from time to time by ASI.
- h. Accredited businesses agree to support the objectives of ShedSafe and promote ShedSafe within the ShedSafe Style Guide and as outlined in these Terms and Conditions.
- i. Accredited businesses agree to provide steel products (cladding/ roofing/ purlins/ battens) manufactured in Australia from materials compliant with AS1397.
- j. Accredited businesses agree to provide roofing & walling products compliant with AS1562.
- k. Accredited businesses agree to provide steel roofing & walling with base metal thickness (BMT) and/or total coated thickness (TCT) nominations approved by ASI.
- l. Accredited businesses agree to be listed on the ShedSafe website and to be included in ASI publications.

- m. All applications for new membership to the Australian Steel Institute are required to be approved by the Australian Steel Institute (ASI) Board.

5. MODIFICATIONS TO SERVICES

- a. ASI reserves the right to make amendments to the program. Members will be advised of any change of criteria that affects their Accreditation. ShedSafe will provide consideration for members to implement any changes to ensure criteria continues to be met.
- b. Accredited businesses must advise ASI of any change of product information including product design, materials, or engineer, within 30 days.
- c. Accredited businesses must advise ASI of any change to operational information such as contact information or contact person within 30 days.

6. CHARGES & PAYMENT TERMS

- a. Accredited Shed Sellers must pay an annual fee, in advance.
- b. Annual program fees are for the period 1st July to 30th June, regardless of time fee is paid.
- c. The annual program fee amount is determined by the ASI and the ASI reserves the right to amend the fee amount. Members will be provided notice of fee changes. Period of notice will be as outlined in the ASI Constitution or 8 weeks; whichever is greatest.
- d. Businesses that do not pay their annual program fee will not be considered as current ShedSafe members and may be required to re-accredit.

7. NON COMPLIANCE

- a. Accredited businesses shall receive notice in writing of non-compliance to these terms and conditions. Where non-compliance is undertaken by a reseller, both the Shed Seller and their manufacturer shall be notified of the non-compliance.
- b. Accredited businesses will be provided with a 30 day period to provide a written response to any notice of non-compliance.
- c. Failure to provide a response within 30 days will result in ASI suspending ShedSafe accreditation. Notice in writing of suspension shall be provided and accredited business will be required to suspend all promotions of their ShedSafe accreditation.
- d. Failure to provide a written response within 30 days of the suspension notice will result in the ASI terminating accreditation.
- e. In the event that a business engages in illegal activity, outside these terms and conditions, the ASI reserves



Shedsafe is an initiative of the
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ABN 94 000 973 839

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the right to terminate accreditation effective immediately.

- f. Businesses who wish to reinstate their application following termination will need to re-apply to ShedSafe and undergo the process of application as outlined in these terms and conditions.

8. TRADEMARK & INTELLECTUAL PROPERTY

- a. ShedSafe collateral and criteria remain the intellectual property of the ASI.
- b. Use of the ShedSafe logo and marketing collateral is permitted only for businesses holding financially current, valid accreditation, and must be used within parameters outlined in the license agreement (ShedSafe Style Guide).
- c. If Accreditation is no longer valid, due to issues outlined in Sections 3 and 4, the business must remove the ShedSafe logo and other promotional materials immediately.
- d. The ShedSafe logo must not be altered in any way and must be used in the manner outlined in the Style Guide.
- e. Accredited businesses must not provide the ShedSafe logo to any third party without the express written permission by the ASI.
- f. The ASI reserves the right to commence legal proceedings in order to protect the trademark and intellectual property of the program.

9. TERMINATION OF ACCREDITATION AGREEMENT

- a. Accredited businesses must advise ASI in writing if they do not wish to re-accredit.
- b. Accreditation will be suspended or withdrawn if ASI determines that criteria are not being met or if repeated recommendations to meet criteria are not implemented.
- c. Accredited businesses that do not pay the annual fees by the billing due date will have their Accreditation suspended pending payment of annual fees.
- d. Accredited businesses that do not pay the annual fees within 90 days of bill issue forfeit their accredited status and must cease all usage of the program intellectual property.
- e. The ASI will advise businesses in writing of suspended, withdrawn or forfeited status.

10. COMPLAINTS AND GRIEVANCES

- a. All written notices provided by ASI pertaining to awarding of accreditation or non-compliance shall include the contact details of a person within ASI to whom complaints can be raised in the first instance.
- b. Matters that cannot be resolved through engagement with the nominated person within ASI, businesses may outline their grievances in writing to the ASI board.
- c. ASI shall provide all businesses with suitable contact details to which the business may attention their letter.