

AGREEMENT FOR NEW POOL INSTALLATIONS (TERMS, CONDITIONS & WARRANTIES)

AGREEMENT ENTERED INTO BETWEEN:

Better Blue Pools

(THE CONTRACTOR)

AND

THE CLIENT REFERRED TO IN THE QUOTE

IMPORTANT:

- A. PLEASE READ THE FOLLOWING TERMS & CONDITIONS CAREFULLY, IF ANYTHING IS UNCLEAR OR YOU DO NOT UNDERSTAND, PLEASE CONTACT OUR OFFICE, WE WILL GLADLY EXPLAIN.**
- B. IF YOU ARE SATISFIED WITH THE TERMS & CONDITIONS AND YOU WOULD LIKE TO CONTINUE, PLEASE SIGN THE FORMAL QUOTE.**
- C. PLEASE NOTE THAT AN ESTIMATES CANNOT BE ACCEPTED – THESE ESTIMATES ARE SUBJECT TO A SITE VISIT AND RECEIPT OF A FORMAL QUOTE.**
- D. IF THE QUOTE/DEPOSIT INVOICE HAS NOT BEEN SIGNED, WORK CANNOT COMMENCE.**
- E. WARRANTIES ARE NOT TRANSFERABLE TO A THIRD PARTY AND ARE ONLY APPLICABLE TO THE FIRST PURCHASER WHO LEGALLY SIGNED FOR THE INSTALLATION OF THE SWIMMING POOL.**

GENERAL:

1. The Client agrees that this Agreement represents the entire Agreement between the Client and the Contractor no verbal agreement of any kind whatsoever shall have any force or effect.
2. The Agreement forms the Contract between the Client and the Contractor.
3. No alterations or additions to this Agreement may be affected unless agreed to by both parties, reduced to writing and signed by the Client and an authorized representative of the Contractor.
4. This Agreement is final and binding and is not subject to any suspensive or dissolutive conditions.

5. The Contractor reserves the right to provide alternative goods of the same quality and quantity at the prevailing prices to those ordered by the Client should such goods be superseded, replaced or their manufacture terminated.
6. Quotations will remain valid for a period of 14 days from the date of the quotation.
7. 55% booking fee payable is refundable, PROVIDED no work has commenced.
 - 7.1. Bank charges will be deducted from the amount and the remaining balance shall be paid to the Client.
 - 7.2. The Client shall provide the Contractor with an account confirmation letter validating the banking details of the Client.
 - 7.3. Refund payments will be made within **14 working days.**
8. Quotations are subject to the availability of the goods or services and subject to correction of good faith errors by the Contractor. Any changes in this regard that will exceed the costs quoted will be discussed with and agreed to by the Client, prior to implementation by the Contractor.
9. The risk of damage to, destruction or theft of goods shall pass to the Client on delivery to the Client's property.
10. Delivery, installation, and performance times quoted are merely estimates and are not binding on the Contractor. No responsibility can be assumed by the Contractor for the delay in completion of the Contract, or any portion thereof, arising out of the late delivery of equipment, inclement weather and / or any circumstances beyond its control.
11. During the installation process, the Contractor may put up an A2 board outside the Client's property.

CLIENT CONFIRMATIONS/RESPONSIBILITIES:

12. **THE CLIENT AGREES NOT TO YELL AT OR VERBALLY ABUSE ANY OF THE SITE MANAGERS, WORKERS, MANAGERS AND OFFICE STAFF. SHOULD THIS OCCUR, THE WORKERS WILL BE PULLED FROM THE SITE, A COST ANALYSIS WILL BE DONE FOR THE WORK DONE ON SITE, THIS COST ANALYSIS WILL BE SENT TO THE CLIENT, AFTER WHICH ANY REFUNDS THAT MAY BE DUE TO THE CLIENT WILL BE PAID TO THE CLIENT. THE WORKERS WILL NOT RETURN TO THE SITE. THE CLIENT WILL THEN BE RESPONSIBLE FOR APPOINTING ANOTHER CONTRACTOR TO COMPLETE THE INSTALLATION. PLEASE TAKE SPECIAL NOTE OF CLAUSE 120 IN THIS REGARD. WE DO NOT TOLERATE ANY KIND OF ABUSE TOWARDS OUR STAFF.**
13. It is the responsibility of the Client to determine whether the goods or services ordered are suitable for the purposes of intended use.
14. The Client agrees that neither the Contractor nor any of its employees will be liable for any innocent misrepresentations made to the Client.
15. The Client agrees to pay all additional costs resulting from any acts or omissions by the Client including suspension of work, modification of requirements, failure or delay in giving particular directives to enable work to proceed on schedule or requirements that work be completed earlier than agreed.
16. The Client agrees to ensure that pool shell supplied and installed, not be emptied, and failing to adhere will render the manufacturer's warranty void.
17. The Client agrees not involve him/herself in the construction of the pool and supplementary work. By signing this agreement, the Client agrees not to give the workers on site any instructions without first obtaining consent from the site manager.
18. The Client agrees to provide all the water, electricity, toilet, and storage reasonably required during construction and/or repairs.
19. The Client agrees to take responsible steps to ensure that the positioning of the pool will comply with all Municipal and other by-laws and does not interfere with existing servitudes or underground obstacles such as sewers, cables, water pipes, drains and servitudes.

20. The Client agrees to provide reasonable access to the work site for all the Contractor equipment and materials.
21. Where the Client resides in a complex, the Client is responsible for all costs involved in the standard access rules and vetting process of their complex. All costs charged by the complex payable by the Contractor, i.e. criminal checks, access cards, etc. will be added to the final invoice of the Client.
22. Building deposits required by complexes, body corporates, homeowner's associations C Garden City will be payable by the Client and not the Contractor.
23. The Client agrees to take proper care to lock up all garden tools and other valuable items, except the hosepipe during the construction.
24. It is the responsibility of the Client to ensure that children and animals stay clear from the swimming pool installation area. The Contractor will not take responsibility for any damages, injury, drowning or death that may occur either during the installation process or after the completion of the swimming pool installation.
 - 24.1. It ultimately remains the responsibility of the Client to ensure proper adult supervision for children and animals using the swimming pool.
 - 24.2. It is recommended that the Client install swimming pool fencing and or a pool cover and or a pool net as an additional safety precaution.
25. It is the responsibility of the Client to ensure that the water flow for the filling of the swimming pool is adequate. In instances where the Client's household is on a limit water meter (i.e. limits the amount of water the Client's household may use per day), the Client must make the necessary arrangements with the municipality to remove the daily limit to allow for the filling of the swimming pool.

INSTALLATION/SOIL REMOVAL/EXTRAS:

26. Soil from the digging will be dumped on the pavement or grass.
 - 26.1. **IN CERTAIN AREAS THE REMOVAL OF THE EXCESS SOIL WILL BE REMOVED DURING THE INSTALLATION PROCESS IF SPACE IS LIMITED.**
 - 26.2. **THE HIRING OF SKIPS IS NOT INCLUDED IN THE QUOTED PRICE**, where the Client insists on the hiring of skips, the costs of such hiring will be for the account of the Client and such costs will be added to the final invoice of the Client.
27. **WHERE LARGE STONES, ROCKS, CLAY, OR ANY OTHER BUILDING RUBBLE ARE ENCOUNTERED, OR IN CIRCUMSTANCES WHERE THE GROUND IS TOO HARD FOR HAND DIGGING, EXTRA COSTS WILL BE LEVIED FOR JACKHAMMERS, BLASTING, CLAY GROUND INSTALLATION s ADDITIONAL LABOUR, AS THE CASE MAY BE.**
 - 27.1. These costs are stipulated on the FORMAL quote. The Client will be advised of the ground conditions by the site manager and / or the office and will be reminded that there are extras charges payable. Should the Client not be sure what the extra amount will be these costs are indicated on the quote AND the Client may contact the office at any time to verify the costs.
 - 27.2. **Unfortunately, we can only determine the ground conditions once we start digging.**
28. The removal of cables, water pipes, waste pipes, and irrigation pipes are not included in this agreement, and the

cost of diverting same, shall be the responsibility of the Client.

28.1. In circumstances where cables, water pipes, waste pipes, and irrigation pipes are damaged during the digging process, the costs for repair will be for the account of the Client.

29. **IN THE EVENT OF WEAK DRAINAGE AREAS AND/OR ABNORMAL HIGH-WATER TABLES, DRAINS AND/OR WALLS WILL BE CONSTRUCTED, AND COST FOR SAME SHALL BE FOR THE ACCOUNT OF THE CLIENT. SHOULD THE CLIENT DECIDE AGAINST THE INSTALLATION OF A DRAINAGE SYSTEM, THE WARRANTY WILL BE VOID.**

29.1. **INSTALLATION OF GULLIES AROUND THE POOL AREA IS NOT THE RESPONSIBILITY OF THE CONTRACTOR AND AS SUCH THE CONTRACTOR IS ALSO NOT RESPONSIBLE FOR THE COSTS ASSOCIATED WITH THE INSTALLATION OF GULLIES.**

30. **THE REMOVAL OF ANY TREES AND/OR PLANTS DO NOT FORM PART OF THE AGREEMENT, UNLESS CLEARLY INDICATED BY THE OFFICE IN WRITING. COSTS FOR THE REMOVAL OF ANY PLANTS OR TREES WILL BE FOR THE ACCOUNT OF THE CLIENT, UNLESS STIPULATED OTHERWISE IN WRITING BY THE OFFICE.**

31. Where on request from the Client the grass is to be used again at a later stage, the grass will be removed in blocks. The blocks of grass will be stacked within 12 meters from the hole. It will be the responsibility of the Client to ensure that this grass is watered. the Contractor accepts no responsibility for the dying of such grass.

32. **ABNORMAL CONDITIONS SUCH AS UNSTABLE SOIL, TURF SOIL, CLAY SOIL AND MORASS OR UNDERGROUND WATER BEAR EXTRA COSTS FOR THE CLIENT. THESE COSTS ARE STIPULATED ON THE QUOTE. THE CLIENT WILL BE ADVISED OF THE GROUND SITUATION BY THE SITE MANAGER AND / OR THE OFFICE AND WILL BE REMINDED THAT THERE ARE EXTRAS CHARGES PAYABLE. SHOULD THE CLIENT NOT BE SURE WHAT THE EXTRA AMOUNT WILL BE THESE COSTS ARE INDICATED ON THE QUOTE AND THE CLIENT MAY CONTACT THE OFFICE AT ANY TIME TO VERIFY THE COSTS.**

33. Where it has been arranged with the Client that work is to take place on a certain day and the team arrives only to discover that the Client has not arranged access, and the team is forced to return to the office, not being able to work, **the Client will be charge R2500 for that wasted day of work, labour s petrol/diesel costs.**

34. It must be understood that the Contractor is not a landscaping company. The Contractor shall not be liable for any loss or damage caused to the grass, gardens and plants, during the pool installation process. It is the responsibility of the Client to contract a landscaping company to remove plants, and preserve the well-being of grass, gardens and plants during the installation process.

34.1. The Contractor shall not be liable for any loss or damage caused to the walls, or any part of the property due to and with regards to construction work, including delivering of pool shell, dumping and moving of sand and other materials, **UNLESS THE LOSS / DAMAGE CAN BE DIRECTLY ATTRIBUTED TO MALICIOUS OR DUE GROSS NEGLIGENCE ON THE PART OF THE CONTRACTOR.** See clause 59.

34.2. If, however the Contractor has limited space to work with, no loss of damage can be claimed.

34.3. In instances where the client was advised to hire a crane to lift the pool over the roof, and the client declined to do this, any damage caused to the roof and /or walls will be the responsibility of the client and not that of the Contractor.

34.4. No payment may be withheld in these instances.

PAYMENTS:

35. **NO PAYMENTS DUE WILL BE WITHHELD WITH REGARDS TO ANY MUNICIPAL PLANS, PLAN SUBMISSIONS, AND/OR PLAN APPROVALS. POOL PLAN SUBMISSIONS AND APPROVALS REMAIN THE RESPONSIBILITY OF THE CLIENT.**

36. The Client shall not be entitled to withhold any payment for any reason whatsoever, on condition that the Contractor has delivered as per the agreed performance.

37. **INVOICE PAYMENTS ARE DUE AS FOLLOWS:**

37.1. **INITIAL 55% DEPOSIT INVOICE:** PAYMENT DUE THE WEEK BEFORE COMMENCEMENT OF DIGGING. WHERE NO PAYMENT IS RECEIVED, THE INSTALLATION WILL BE MOVED OUT AND REPLACED WITH ANOTHER INSTALLATION.

37.2. **EXTRAS:** DUE ON THE DAY OF RECEIPT. NO EXCEPTIONS.

37.3. **FINAL INVOICE:** WITHIN 5 BUSINESS DAYS OF RECEIPT OF THE INVOICE. WHERE PAYMENT HAS NOT BE RECEIVED WITHIN THE STIPULATED TIME FRAME, THE WARRANTY WILL LAPSE DUE TO NON-PAYMENT/DELAYED PAYMENT. THE ACCOUNT WILL BE HANDED OVER TO OUR ATTORNEY AND THE CLIENT WILL BE RESPONSIBLE FOR PAYMENT OF THE COLLECTION FEES.

38. All discounts shall be forfeited if payment in full is not made on the due date.

39. If any account and / or payment is not settled in full against order, the Contractor will be:

- 39.1. entitled to institute legal action against the Client at the expense of the Client; and
- 39.2. remove and retain the pump, filter, chlorinator, solar panels, and all cleaning equipment, and in the event of these being installed, the Client hereby gives the Contractor the right to remove such.

40. **THE CONTRACTOR RESERVES THE RIGHT TO STOP WORK AND OR SUPPLY IMMEDIATELY ON CANCELLATION OR ON NON- PAYMENT.**

41. **THE CLIENT IRREVOCABLY AUTHORIZES THE CONTRACTOR TO ENTER HIS/HER PREMISES TO REPOSSESS ANY GOODS DELIVERED OR INSTALLED, AND IN THE EVENT OF ANY GOODS ALREADY BEING INSTALLED, TO REMOVE SUCH, AND INDEMNIFIES THE CONTRACTOR COMPLETELY AGAINST ANY DAMAGE WHATSOEVER RELATING TO THE REMOVAL OF SUCH GOODS.**

42. The remedies stipulated in clauses 38 - 40 are without prejudice to any other right the Contractor may be entitled to in terms of this Agreement or in law.

43. **ALL GOODS SUPPLIED BY THE CONTRACTOR REMAIN THE PROPERTY OF THE CONTRACTOR UNTIL ALL INVOICES HAVE BEEN PAID FOR IN FULL.**

44. The Client is not entitled to sell or dispose of any goods unpaid for without the prior written consent of the Contractor. The Client shall not allow the goods to become encumbered in any manner prior to the full payment thereof and shall advise third parties of the rights of the Contractor in the goods.

POOL PLANS: (NOT INCLUDED)

45. Due to illegal / unpermitted structures erected by some clients and then the withholding of final payments by these clients, **the drawing and submission of pool plans are no longer included as part of our services.**

46. **DRAWING AND SUBMISSION OF THE POOL PLANS WILL BE THE RESPONSIBILITY OF THE CLIENT. AS WILL THE PAYMENT FOR THESE SERVICES.**

47. **The Contractor will not be responsible for the drawing and submission of Pool Plans. Furthermore, the Contractor will not be held accountable to Council for the drawing and submission of Pool Plans.**

48. **IT IS THE RESPONSIBILITY OF THE CLIENT TO ENSURE THAT THE SWIMMING POOL CAN BE INSTALLED IN THE AREA INDICATED BY THE CLIENT, ALL OF THE RESPONSIBILITY FALLS TO THE CLIENT TO ENSURE THAT THERE ARE NO TITLE DEED RESTRICTIONS PROHIBITING THE INSTALLATION OF A SWIMMING POOL. MOVING / REINSTALLATIONS OF THE SWIMMING POOL DUE TO MISCOMMUNICATION FROM THE CLIENT, WILL CARRY ADDITIONAL COSTS PAYABLE IN ADVANCE BY THE CLIENT.**

MISCELLANEOUS:

49. **THE MEASUREMENTS ON THE QUOTE, INCLUDING THE POOL SHELL CONCRETE / FIBERGLASS, PAVING AND ALL OTHER ITEMS, ARE BY APPROXIMATION AND THE CLIENT SHALL NOT BE ENTITLED TO DEDUCT ANY MONEY OWING TO THE CONTRACTOR AS A RESULT OF MEASUREMENTS NOT BEING EXACTLY THE SAME AS DESCRIBED.**
50. **ACCEPTABLE POSITION TOLERANCES OF 20MM IS ALLOWED. THE CONTRACTOR CANNOT BE HELD LIABLE WHERE THE PROPERTY WALLS AND HOUSE WALLS ARE SKEW AND THEREFORE THE POOL DOES NOT LINE UP WITH THE WALLS.**
51. **FIBREGLASS/CONCRETE SHELL POOLS ARE DESIGNED TO OPERATE AT MAXIMUM TEMPRATURES DEGREES.**
Should the water temperature run at a constant of more than 35 degrees, the pool shell will default – no warranty claim will be honored due to a client's negligence.
52. **PAVING BLOCKS ARE VARIABLE IN SIZE AND THICKNESS. THE SIZE AND THICKNESS OF THE PAVING BLOCKS, GAPS BETWEEN THE PAVING BLOCKS, I.E GROUTING, ARE BY APPROXIMATION AND STANDARD TOLERANCES ARE ALLOWED.**
 - 52.1. The average acceptable tolerance on paving is 20mm.
53. **THE AVERAGE ACCEPTABLE LEVEL TOLERANCES OF 20MM ARE ALLOWED ON A FIBREGLASS SWIMMING POOL INSTALLATION.**
54. All warranties will automatically be null & void should any goods be tampered with or should the seals on goods be broken by anyone other than the Contractor or should the goods be used, maintained or stored outside the Manufacturer's specifications.
55. **THE CONTRACTOR WILL NOT BE LIABLE FOR ANY DAMAGE ARISING FROM ANY MISUSE, ABUSE OR NEGLECT OF THE GOODS OR SERVICES BY THE CLIENT AND OR A THIRD PARTY.**
56. **IN THE EVENT WHERE THE POOL MUST BE TAKEN OVER THE ROOF, THE REPLACEMENT OF ANY ROOF TILES/SHEETS ARE EXCLUDED IN THIS QUOTATION AS THIS IS A SPECIALIZED INDUSTRY WHICH DOES NOT FORM PART OF THE COMPANY'S SERVICES AND THEREFORE THE CONTRACTOR CANNOT BE HELD LIABLE FOR ANY DAMAGES TO TILES/SHEETS DURING THIS PROCESS.**
57. Delivery of the goods or services to the Client shall take place at the address as specified in this agreement.
58. The Contractor commits to:
 - 58.1. **TAKE REASONABLE STEPS TO ENSURE THAT ALL EMPLOYEES AND/OR THIRD-PARTY CONTRACTORS DO NOT CAUSE ANY DAMAGE TO THE CLIENT'S PROPERTY.**
 - 58.2. **BE ACCOUNTABLE FOR DAMAGES CAUSED BY ITS EMPLOYEES OR THIRD-PARTY CONTRACTORS, WHICH CAN BE DIRECTLY ATTRIBUTED TO MALICIOUS OR DUE GROSS NEGLIGENCE.**
 - 58.3. **PROVIDE AND ENSURE ALL RESPECTIVE MANUFACTURER'S GUARANTEES ON PUMPS, FILTERS, CHLORINATORS, SOLAR PANELS AND / OR CLEANING EQUIPMENT ARE ADHERED TO.**
 - 58.4. **PROVIDE A 3-YEAR WORKMANSHIP WARRANTY ON NEW POOL INSTALLATIONS & RENOVATIONS.**
59. **ONCE THE POOL HAS BEEN FILLED WITH WATER, THE WARRANTY AS DETAILED BELOW WILL COME INTO EFFECT, PROVIDED THE CLIENT HAS COMPLIED IN FULL WITH THE TERMS AND PAYMENT AND OTHER CONDITIONS OF THIS AGREEMENT/CONTRACT.**

PAYMENT NOT RECEIVED IN FULL = NO WARRANTY

WARRANTY:

IMPORTANT NOTE: THE CONTRACTOR CANNOT BE HELD LIABLE FOR NEGLIGENCE ON THE PART OF THE CLIENT. ALL COSTS FOR DAMAGES CAUSED TO THE POOL INSTALLATION DUE TO THE CLIENT'S NEGLIGENCE WILL BE FOR THE ACCOUNT OF THE CLIENT.

NEW FIBREGLASS / CONCRETE SHELLS INSTALLATIONS:

60. **THE FIBREGLASS & CONCRETE POOL SHELLS COME WITH A LIMITED 15-YEAR STRUCTURAL WARRANTY.**
 61. The manufacturer warrants its fibreglass pool shells to be structurally sound for the 15-year warranty period. We are liable for Concrete shells if a problem occurs.
 - 61.1. Structurally sound having the meaning that the fibreglass pool shell will be capable of containing and holding water.
 - 61.2. In the event of failure of the pool to contain water, the manufacturer will repair the pool so that it does contain and hold water. Repairs may require modification to the pool same with concrete pools.
 - 61.3. **NEITHER THE MANUFACTURER NOR THE CONTRACTOR WILL COMPENSATE THE CLIENT FOR LOSS OF TIME OR USE OF THE POOL, INCONVENIENCE, OR THE COST TO REFILL THE POOL WITH WATER.**
 62. All surface repairs shall be performed by the manufacturer or personnel authorized by the manufacturer to make such repairs, using the same colour materials as used on the original pool shell.
 - 62.1. Neither the manufacturer nor the Contractor warrants that the colour will match exactly; there might be a slight shade or colour variance observable.
 63. **THE WARRANTY COVERS A 6-MONTH REPAIR PERIOD ON HAIRLINE CRACKS, GEL COAT CHIPS AND BLISTERING.**
 - 63.1. **AFTER THE INITIAL 6-MONTH PERIOD THIS WARRANTY EXCLUDES DISCOLORATION, STAINING, FADING, HAIRLINE CRACKS, BLISTERING, GEL COAT CHIPS OR CRACKS, SURFACE YELLOWING OR ROUGHNESS AFTER MANUFACTURE.**
 64. **ANY PIGMENTATION OTHER THAN WHITE AND LIGHT BLUE, IS NOT COVERED BY THIS WARRANTY. ON DARKER COLOURS WHITE STREAKING IS UNAVOIDABLE.**
 65. **THE CONTRACTOR HAS NO CONTROL OF THE TREATMENT OF THE POOL WATER AND CANNOT TAKE RESPONSIBILITY FOR CHEMICALS USED BY THE CLIENT OR ITEMS THROWN OR USED IN THE POOL. IF WHITE MARKS OCCUR DUE TO OVER CHEMICALIZATION, THE CONTRACTOR WILL ARRANGE A CALLOUT WITH THE CLIENT, ANY WORK TO BE DONE TO REMOVE THE CHEMICAL MARKS WILL BE FOR THE ACCOUNT OF THE CLIENT.**
 66. **POOR MAINTENANCE SUCH AS ALGAE INFESTATION, CALCIUM SCALE OR OTHER MINERAL VEGETATION DEPOSITS OR FAULTS ARISING FROM MISUSE OR ABUSE OF THE SURFACE, OR THE MAINTENANCE OF INCORRECT WATER BALANCES WILL NOT BE COVERED UNDER THE WARRANTY. THE CONTRACTOR WILL ARRANGE A CALLOUT WITH THE CLIENT, ANY WORK TO BE DONE TO REMOVE THE CHEMICAL MARKS WILL BE FOR THE ACCOUNT OF THE CLIENT.**
 67. **MAINTAINING THE POOL IS FOR THE ACCOUNT OF THE CLIENT AND NOT THE CONTRACTOR.**

WARRANTY EXCLUSIONS:

68. In the event of high-water tables, bulging, sagging or cracks due to underground water and/or flooding, all guarantees will become null and void. The Contractor cannot be held responsible for these events occurring. The Contractor can however provide a report for the Client's homeowner's insurance to cover the damages. It is however the responsibility of the client to ensure that the swimming pool has been added to their insurance
The 15-year limited structural warranty does not include pipe fittings, skimmer, inlet fittings, light niche or

any other equipment or materials connected to the pool.

69. **MINOR AND MAJOR BULGING OF THE SHELL DUE TO GROUND MOVEMENT/STABILIZATION IS NOT COVERED BY THE 15-YEAR STRUCTURAL WARRANTY.**
70. **MINOR AND MAJOR BULGING OF THE SHELL DUE TO GROUND MOVEMENT/STABILIZATION IS NOT COVERED BY THE 3-YEAR WORKMANSHIP WARRANTY.**
71. **THE POOL IS DESIGNED TO REMAIN FULL OF WATER AT ALL TIMES. WHERE THE CLIENT ALLOWS THE WATER LEVEL TO DROP BELOW THE SKIMMER OUTLET, THE WARRANTY WILL AUTOMATICALLY BE CANCELLED. THE CONTRACTOR CANNOT BE HELD LIABLE FOR NEGLIGENCE ON THE PART OF THE CLIENT.**
 - 71.1. The pool shell may be damaged if the water level is allowed to drop below the skimmer outlet.
72. **WHERE THE CLIENT OVERFILLS THE POOL, OR THE POOL IS ALLOWED TO OVERFLOW OR HEAVY WATER DRAINAGE IS ALLOWED TO OVERRUN THE DECKING INTO THE POOL SHELL THE WARRANTY WILL BE CANCELLED. THE CONTRACTOR CANNOT BE HELD LIABLE FOR NEGLIGENCE ON THE PART OF THE CLIENT.**
 - 72.1. The pool shell may be damaged and separation from the concrete decking may occur if the pool is allowed to overflow or heavy water drainage is allowed to overrun the decking into the pool shell. Do not allow the water to overflow. Always keep the water level in the middle of the skimmer.
73. Any cement works (inside the skimmer, under the coping and outside the pool) damaged due to the overfilling of the pool will not be covered by this warranty. AGAIN, always keep the water level in the middle of the skimmer. **THE CONTRACTOR CANNOT BE HELD LIABLE FOR NEGLIGENCE ON THE PART OF THE CLIENT.**
74. Where the Client does not keep runoff water away from the pool area the warranty will be cancelled. **THE CONTRACTOR CANNOT BE HELD LIABLE FOR NEGLIGENCE ON THE PART OF THE CLIENT.**
 - 74.1. Ground (hydrostatic) pressure down or bulging may occur.
75. **WHERE THE CLIENT EMPTIES THE POOL SHELL WITHOUT THE AUTHORIZATION OF THE CONTRACTOR THE MANUFACTURER'S WARRANTY WILL AUTOMATICALLY BE CANCELLED. THIS IS NEGLIGENT BEHAVIOR. THE CONTRACTOR CANNOT BE HELD LIABLE FOR NEGLIGENCE ON THE PART OF THE CLIENT.**
76. All warranties are immediately null, and void should any goods be tampered with or should the seals on goods be broken by anyone other than the Contractor or should the goods be used, maintained or stored outside the Manufacturer's specifications.
77. Damages caused by any misuse, abuse or neglect caused by the Client or any third party who has access to the swimming pool.
78. Accidental damage caused to the swimming pool by the Client or any third party who has access to the swimming pool.
79. The Contractor has no control of the treatment of the pool water and cannot take responsibility for chemicals used by the Client or items thrown or used in the pool. Poor maintenance such as over chemicalization, algae infestation, calcium scale or other mineral vegetation deposits or faults arising from misuse or abuse of the surface, or the maintenance of incorrect water balances will not be covered under the warranty. See clauses 65; 66 C 67.
80. **THE WARRANTY IS CANCELLED SHOULD THE POOL AND COMPONENT PARTS BE DAMAGED BY EARTHQUAKES, FLOODS, EARTH MOVEMENT, ACTS OF GOD OR DISASTERS NOT OCCASIONED BY THE CONTRACTOR SUCH AS EXPLOSIONS, WRECKING AND THE LIKE.**
81. **DEFECTS OR FAILURES CAUSED BY OBVIOUS MISTREATMENT OR NEGLECT SHALL BE REPAIRED OR SERVICED AT THE CLIENT'S EXPENSE.**

CONCRETE POOL SHELLS:

82. Limited warranty on concrete pool shells to remain structurally sound for a period of 15years. Structurally sound having the meaning that the concrete pool shell will be capable of containing and holding water.
83. 2-year limited warranty on pool plaster against structural failure. Hairline cracks and discoloration are not covered by this warranty.

COPING/PAVING:

84. **12-MONTH LIMITED WARRANTY ON POOL COPINGS AND PAVED SURROUNDS AGAINST FAULTY WORKMANSHIP.**
85. **THIS LIMITED WARRANTY DOES NOT INCLUDE NATURAL SAGGING, GROUND MOVEMENT, FADING OR GROUTING.**
86. **DUE TO EXPANSION AND SUBTRACTION, HAIR LINE CRACKS IN THE GROUTING ARE NOT COVERED BY THIS LIMITED WARRANTY.**

SOLAR PANELS:

87. **A LIMITED WARRANTY OF 5 YEARS IS APPLICABLE TO THE SOLAR PANELS ITSELF.**
88. **PIPING & FITTINGS COME WITH A 12-MONTH LIMITED WARRANTY.**
89. After 24 months of installation, a call-out fee of **R350.00** will be charged for any warranty related queries, payable in advance.

PUMP:

90. The pool pump comes with a **2-YEAR MANUFACTURER'S WARRANTY.**
91. The supplier of the pump will deal directly with these types of warranties.
92. All claims submitted to The Contractor, will be submitted to the supplier for their consideration.
93. All warrantees must be sent through to the Contractor via Email / WhatsApp | the Contractor will submit the warranty claim to the supplier.
94. The supplier will send out a team to do an assessment as to the warranty claim and advise accordingly.

FILTER:

95. The pool filter comes with a **2-YEAR MANUFACTURER'S WARRANTY.**
96. The supplier of the filter will deal directly with these types of warranties.
97. All claims submitted to The Contractor, will be submitted to the supplier for their consideration.
98. All warrantees must be sent through to the Contractor via Email / WhatsApp | the Contractor will submit the warranty claim to the supplier.
99. The supplier will send out a team to do an assessment as to the warranty claim and advise accordingly.

CHLORINATOR:

100. Chlorinators comes with a **12-MONTH MANUFACTURER'S WARRANTY.**

PLUMBING:

101. **ALL PLUMBING WORKS COMES WITH A 12-MONTH LIMITED WARRANTY.**
102. **AFTER THE INITIAL 12-MONTH LIMITED WARRANTY, A CALL-OUT FEE OF R750.00 WILL BE CHARGED FOR ANY WARRANTY RELATED QUERIES, PAYABLE IN ADVANCE.**

ELECTRICAL COMPONENTS:

103. **DUE TO THE NATURE OF THE PRODUCT & NO WARRANTY BACK-UP FROM THE MANUFACTURER & SUPPLIER, THE CONTRACTOR IS UNABLE TO GIVE A WARRANTY ON ANY ELECTRICAL COMPONENTS, WHICH INCLUDE THE CABLE, POOL LIGHT, TIMER, DISTRIBUTION BOARD AND CIRCUIT BREAKERS. THE CONTRACTOR DOES, HOWEVER, PROVIDE A START-UP WARRANTY, WHICH MEANS IN THE EVENT THAT THE PRODUCT INSTALLED IS TESTED AND FAULTY ON INSTALLATION, IT WILL BE REPLACED.**

POOL CLEANER:

104. Pool Cleaners come with a **12-MONTH MANUFACTURER'S WARRANTY.**

WORKMANSHIP WARRANTY:

105. **ALL NEW POOL INSTALLATIONS & RENOVATIONS COME WITH A 5-YEAR WORKMANSHIP WARRANTY.**

WARRANTY CLAIMS:

106. **WARRANTIES ARE NOT TRANSFERABLE AND ARE ONLY APPLICABLE TO THE FIRST PURCHASER WHO LEGALLY SIGNED FOR THE INSTALLATION OF THE SWIMMING POOL. THE WARRANTY AUTOMATICALLY LAPSES WHERE THE CLIENT SELLS THEIR PROPERTY. IT IS THE RESPONSIBILITY OF THE CLIENT TO NOTIFY BOTH THE ESTATE AGENT AND THE PURCHASER(S). THE CONTRACTOR ACCEPTS NO RESPONSIBILITY FOR LACK OF COMMUNICATION BETWEEN THE SELLER, ESTATE AGENT AND PURCHASER.**

107. No claim under this Agreement shall arise unless the Client has, within 7 days of an alleged defect occurring, given the Contractor written or electronic notice of such defect, and has afforded the Contractor at least 30 days to rectify such defect.

108. **TO BE VALID, CLAIMS MUST BE SUPPORTED BY THE ORIGINAL ACCEPTED QUOTE, AS WELL AS PROOF OF PAYMENT AS PER PAYMENT SCHEDULE ACCORDING TO THE ORIGINAL QUOTATION AND/OR AGREEMENT.**

110. **WARRANTIES AUTOMATICALLY LAPSE WHERE THE CLIENT DID NOT PAY THE FINAL INVOICE WITHIN 5 BUSINESS DAYS OF RECEIVING THE INVOICE. NO WARRANTY CLAIMS WILL BE ENTERTAINED WHERE THE CLIENT DID NOT SETTLE THE CONTRACT PRICE IN FULL.**

111. **Unnecessary and non-warranty callouts insisted on by the Client will carry a callout fee of R400.00 – where the client decides not to pay this callout fee within 5 business days, the warranty will lapse.**

112. **OUT OF WARRANTY CLAIMS WILL CARRY A COST. PLEASE FAMILIARISE YOURSELF WITH THE WARRANTY PERIODS.**

113. **ANY OUT OF WARRANTY CLAIMS WILL BE QUOTED ON. THE CLIENT CAN THEN DECIDE TO ACCEPT THESE COSTS AND CONTINUE WITH THE REPAIR OR APPOINT ANOTHER CONTRACTOR TO PERFORM THESE REPAIRS. PLEASE TAKE NOTE OF CLAUSES 76 & 120 IN THIS REGARD.**

113.1. All payments due for repairs will be payable in advance before a repair date is to be scheduled. Once the Contractor received the proof of payment, a suitable day will be scheduled.

LEGAL:

114. Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence or that the requirements of the Electronic Communications and Transactions Act 25 of 2002 have not been met.

115. Both Parties agree that all legal expenses on the attorney-and-own-Client scale of an attorney and counsel incurred would be payable by the party found to be in default, in the event of any default by the Client or, any default by the Contractor, but excluding litigation in regard to the validity and enforceability of this Agreement.

116. The Client chooses its address for any notification or service of legal documents or processes as (domicilium citandi et executandi).

117. The invalidity of any part of this Agreement shall not affect the validity of any other part.

118. This Agreement and its interpretation are subject to South African law and the Client consents to the exclusive jurisdiction of the South African Courts.

119. **ANY GRIEVANCES MUST BE RESOLVED BETWEEN THE CLIENT AND THE CONTRACTOR IN HOUSE, ALTERNATIVELY AN INDEPENDENT MEDIATOR CAN BE APPOINTED (COSTS TO BE COVERED 50/50).**

120. **THE CONTRACTOR RESERVES THE RIGHT TO INSTITUTE LEGAL ACTION AND CLAIM FOR DAMAGES IN THE INSTANCES WHERE THE CLIENT BADMOUTHS THE CONTRACTOR ON SOCIAL MEDIA PLATFORMS, PRINTED MEDIA (I.E. THE PAPER), CUSTOMER SERVICE RATING SITES AND GOOGLE REVIEWS.**

120.1. Any claims currently made can be substantiated with written proof that the fault laid with the Client and

not the Contractor. All reviews/claims against the Contractor were made AFTER the Contractor refused to tend to further non-warranty related claims without payment of a callout fee.

CANCELLATION/BREACH:

121. **ANY ORDER IS SUBJECT TO CANCELLATION BY THE CONTRACTOR DUE TO ACTS OF GOD FROM ANY CAUSE BEYOND THE CONTROL OF THE CONTRACTOR, INCLUDING, BUT NOT LIMITED TO: INABILITY TO SECURE LABOUR, OBTAIN FUEL, POWER, MATERIALS OR SUPPLIES, WAR, CIVIL DISTURBANCE, RIOT, STATE OF EMERGENCY, STRIKE, LOCKOUT, OR OTHER LABOUR DISPUTES, FIRE, FLOOD, DROUGHT OR LEGISLATION.**
122. Any order is subject to cancellation by the Contractor where the Client breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination, or judgement is recorded against the Client.
123. The Client agrees that the Contractor will be immediately and irrevocably released from any contractual damage and penalty obligations should any event in clause 122 occur.

PERSONAL INFORMATION

124. Unlike other pool companies, the Contractor will not share the Client's personal contact details with a third party without the Client's express permission.
125. Should the Contractor require a reference in your area, the office will contact you to get the necessary permission to share your details with a potential client. The potential client may want to do a visit to see the work the Contractor performed at your property. Should you decide against the giving out of your personal details, the office will NOT share your details.

MARKETING:

126. By signing the quote, the Client hereby gives the Contractor permission to use any photos taken during the pool installation and after installation for marketing purposes, which may include but is not limited to social media, website, emails, WhatsApp, Google, etc.