



Poolman Leisure Group Ltd
Vicarage Close, Brentwood CM14 5NF
01277 222066 www.poolman.co.uk

Poolman and New Wave are trading names of Poolman Leisure Group Ltd,
Registered office Dickens House, 3-7 Guithavon St, Witham CM8 1BJ.
Company No. 07057073 VAT Reg No. 986277460

POOLMAN TERMS & CONDITIONS OF SALE & PAYMENT TERMS

Works will not be scheduled until your deposit and signed order form are received.

PAYMENT

We request payments by BACS to Sort Code 20-19-95 Account 63566773

Specific Stage Payments are set out in our Estimate. Otherwise for order value or variations

-up to £1,000 100% with order

-£1,001 to £5,000 50% deposit, 40% materials on site, 10% balance on practical completion.

-over £5,000 10% deposit, 80% materials on site, 10% upon Completion.

Hot Tubs Quick Ship 10% deposit refundable within 7 days. Balance prior to delivery

Special Order 50% refundable within 48hrs. Balance prior to delivery

New Pools or Refurbishments 10% deposit. We will send in monthly applications for payment

as works progresses. Where a stage of work has not been completed during the

month, we will claim an appropriate percentage of that stage

Deposit Protection – should you wish to protect your deposit; we do accept credit card payments to the Value of £1,000.

Deposit - Poolman will retain reasonable costs for any breach of contract.

VARIATIONS Instructions to add additional works or change the specification must be confirmed in writing by Poolman and signed for by client (or clients representative) Works will be suspended until signed confirmation has been received. If a variation is carried out without a quotation being prepared, a charge will be raised at prime cost plus 25% plus VAT

LATE PAYMENT – use of goods is not permitted, until account is paid in full. Additional charges may be occurred by the client, if Poolman Leisure Group must undertake additional maintenance work, to upkeep the pools water quality.

INTEREST – may be charged In the event that the account remains unpaid after the due date. This will be charges at no more than 3% above Bank of England base rate.

CANCELLATION

Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013, you have a right to cancel this contract during a period of 14 calendar days from the day this notice is sent or given to you.

During that period if you choose to cancel the contract any money paid by you will be refunded less any reasonable costs incurred.

However if you have already given written approval for the work to begin before the end of the cancellation period you may be required to pay for goods or services already provided.

If you wish to cancel the contract you must do so in writing and deliver personally or send (which may be by electronic mail or post) this to the person named below.

The notice of cancellation is deemed to be served as soon as it is posted or in the case of an electronic communication from the day it is sent.





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ACCESS Our prices assume unencumbered site access during normal working hours (Monday-Friday 8am-4.30pm).

We require 48 hours' notice in advance if we are unable to gain access, for works. If we attend site and are to carry out our works, we reserve the right to charge for wasted time.

EXCAVATION We must be informed of all services such as gas, water, drainage, electricity prior to excavation works. We unfortunately can not be held responsible for damage or additional costs caused if not informed prior to excavation.

We assume that, where excavations are to be carried out, normal soil conditions exist. Any underground obstacles, concrete or made up ground will only be removed upon written instruction and will be subject to additional costs.

ELECTRICAL WORKS During the preliminary site visit, we will look at the electrical services to the pool. If there is a system already in place. Unless any major concern is raised by us, we assume that the electrical installation is suitable. However, this is to be confirmed upon physical assessment by a qualified electrician. Please be aware that it is the customer's responsibility to make sure the electrical supply is fit for the intended purpose. We will send a 'Service Requirements' form and this will outline the details of power requirements for the pool appliances to be installed. Please note, that if you do not get this confirmed, it could delay your pool installation and you may incur additional costs, should our electricians find the installation not up to the standard required when attending site.

VISITS We shall call the day before attendance, to notify you of our arrival, by text or phone call. Please notify us immediately, if you or your contractors are not ready for us to attend. Failure to notify, which results in a wasted visit, will be charged for.

PHOTOGRAPHS Site photographs will be taken before, during and after installation works. These help us to monitor works and may be used in publicity or promotional material.

PROTECTION Unless stated no allowance is made for protection to driveway or other when heavy plant hire is required for excavation or to lift materials in, such as Fibreglass pools, swim spas or Hot tubs. We can advise for suitable protection, the cost of this protection is omitted from our estimate.

VAT Unless otherwise stated, all prices include VAT

ACCEPTANCE -Prices are open for acceptance for 60 days. You must sign and return a Copy of this quotation together with required deposit and your acceptance.

TIMING – we assume that works will start within 3 months & complete within 1 year of works start date. Additional annual price increases may be incurred in the event of the works being delayed, beyond the 12 month period.

PASSING OF TITLE Title in all property remains with the seller until final payment is received.

DEFECTS LIABILITY PERIOD Poolman Leisure group has the right to be informed and undertake any defects that may arise within the warranty period. In the event of a refund being agreed.

CONTROL OF EXTERNAL WATER We do not accept responsibility for structural damage caused by external water, allowance must be made for controlling the external water table. Concrete pools



must be fitted with an external drain or Hydrostatic Valve. Hydrostatic valves can be installed at an extra, if required.

WARRANTIES

Warranties

All Poolman warranties cover all material and labour costs but exclude any consequential costs incurred. Warranties are for the original purchaser of the pool and are non-transferrable.

Warranties be void if routine prevenative maintenance is not carried out, in particular to maintenance of correct water quality.

A swimming pool can be an aggressive environment for both users and the installation. For this reason it is vital that water balance chemistry is correctly maintained as follows:-

- Acidity pH pH 7.2 - 7.8
- Total Alkalinity, as CaCO₃ ppm 80 - 120
- Total Hardness, as CaCO₃ ppm 150 - 250
- Total Dissolved Solids ppm 1000
- Maximum Salt Content ppm 5000
- Free Chlorine Range ppm 1 - 2 Domestic
- Free Chlorine Range ppm 3 - 6 Commercial
- Superchlorination max 30 ppm for 24 hrs
- Stabiliser, Cyanuric Acid 30 - 120 ppm
- Bromine ppm 2 - 5
- Baquacil ppm 25 - 50
- Ozone ppm 0.9 Max
- Maximum Copper Content ppm 1
- Ionic Purifier ppm 2 Max

Pool Finishes

When a cosmetic or surface repair is performed, potential shade and/or colour variance may be observable and will be deemed acceptable in satisfaction of this warranty.

Surface degradation may occur over time with normal exposure to elements, like: fading, staining, discolouration, cracking or in any manner changing appearance or texture of the surface finish other than osmotic blisters.

Pre tailored liner

Maximum pool operating temperature 32C. Should any material fault or manufacturing defect covered by this guarantee become apparent within 12 months of purchase, the pool liner will be repaired or replaced free of charge.
If such a fault occurs at any time during the following 4 years then the value of the guarantee shall be pro rata from the date of purchase - ie: the purchaser will be required to pay the full list price of the liner at the date of the claim less 1/60th of that price for each full month remaining in the guarantee period.

In situ Liner

Maximum pool operating temperature 32C. The warranty will reduce to 5 years if pool is run above this but below 35C. The water proofing and the welded seams of insitu liners are guaranteed to be free from material and installation defects for a period of 10 years from the date of installation. Should a defect occur within the first 5 years the liner will be repaired or replaced free of charge. If such a defect occurs within the second 5 years following installation, the reimbursement value of this guarantee will reduce by 20% each year.

Mosaic

3 years guarantee to remain fixed and impermeable. Maximum pool operating temperature 34C. Correct pool water level must be maintained and water protected form freezing.



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Fibrelass	Manufacturer provides 10 years warranty against osmotic blistering for the submerged surface of the pool and formations of blisters for as long as the original buyer owns the pool. Maximum pool temperature 32C. Surface guarantee does not cover horizontal surface of the pool beam or the upper and outer pool edge.
Pool Equipment	
Heat Pump	Outdoor Domestic 2 years Delta Air Handling 1 year
Pool Pump	Generally 2 years. Seals which are a wearable part 3 months
Filter Cartridge	3 months
Filter Media	3 months
Lights	12 months
Dosing Equipment	12 months except any consumable parts
UV bulbs	6 months
Pool Cover	
Floating Cover	3 years pro rata
Sheet Cover	7 year fabric & 20 year mechanical limited warranty
Slatted Cover	4 year slat & 15 year mechanical limited warranty
Pool Edgings	
Copings	3 years
Pool Structure	
Endless Pool Fibreglass	10 years steel panel Manufacturer warrants the pool shell will hold water for 20 years. Structural failure shall be defined as water loss due fracture or crack and did not come from other than manufacturer's workmanship.
ShutCon	25 years
Polyester Panel	Lifetime warranty on panels, 15 years structural integrity
SolidBric	15 years structural integrity

Customer Cancellation Notice

Name of customer:

Address of customer:

I/We hereby give notice that I/We wish to cancel my/our contract dated:

Customer signature:

Date:

This notice should be sent to:

James Bridge Poolman Leisure Group Ltd

james@poolman.co.uk

07703675507

Date:

Work commencing prior to the expiry of the Cancellation Period

If you wish for the work to start during the 14 day cancellation period you need to complete, detach and return this part of the form. Please retain the above in case you wish to subsequently cancel the contract within the 14 days cancellation period.



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I/We agree that Poolman Leisure Group Ltd may commence work on (date) _____,
before my cancellation period has expired.

I understand that if I decide to cancel within fourteen working days, I may be asked to pay for
any work that has been done prior to my cancellation.

Name of customer: Address of Customer:

Customer signature:

Date: