

PERTH POOL REBORN — TERMS AND CONDITIONS

Last updated: May 2026

Perth Pool Reborn is a trading name of Lambert and Son Pty Ltd (ABN 68 654 213 144), a registered Australian company based in Perth, Western Australia. These terms and conditions apply to all quotations, bookings, and works undertaken by Perth Pool Reborn.

1. QUOTATIONS

1.1 All quotations are provided in writing and include GST unless otherwise stated.

1.2 Quotations are valid for 30 days from the date of issue unless a different validity period is stated on the quote.

1.3 Proposed start dates on quotations are indicative only. We offer the same slot to multiple customers, and the first customer to approve the quote and pay the deposit secures the date.

1.4 Quotations are based on the condition of the pool as assessed at the time of the site visit or, where a site visit has not been conducted, based on photographs and information provided by the customer. If the actual condition of the pool differs from the assessed condition, the scope and pricing may need to be revised.

1.5 Quotations cover the scope of work described on the quote document only. Any work not explicitly listed in the quotation is not included.

2. ACCEPTANCE AND BOOKING

2.1 A quotation is accepted when the customer signs the quote document or confirms acceptance by email. Verbal acceptance is not binding on either party.

2.2 A booking is confirmed when the required deposit has been received and cleared in our account.

2.3 Upon confirmation, we will allocate and order the materials for your job. Materials are purchased specifically for your project and are non-refundable once ordered.

3. DEPOSITS AND PAYMENT

3.1 The deposit amount and payment schedule are stated on each individual quotation and deposit invoice. Our standard structures are:

(a) 10% deposit to confirm booking, 20% when work commences, balance on completion; or (b) 30% deposit to confirm booking and purchase materials, balance on completion.

3.2 The final payment (balance) is due on the day we begin refilling the pool or on the day the work is handed over, whichever is earlier, unless otherwise agreed in writing.

3.3 Payment is to be made by bank transfer to the account details shown on your invoice. Please use your invoice number as the payment reference and send a remittance advice by email or text once the transfer is made.

3.4 We do not accept cash payments.

3.5 Deposits secure both your booking date and your quoted price. Materials are ordered and allocated to your project upon receipt of the deposit.

4. PRICING

4.1 All prices quoted include GST.

4.2 Quoted prices are held for the validity period stated on the quotation. After expiry, prices may be subject to adjustment to reflect changes in supplier or material costs.

4.3 Where a deposit has been paid, the quoted price is locked regardless of any subsequent changes in supplier or material costs.

5. SCOPE OF WORK

5.1 The scope of work for each project is defined in the quotation document. We will not proceed with any work outside the quoted scope without your written approval.

5.2 Pool resurfacing is a surface treatment. Our scope covers the preparation, repair, and resurfacing of the pool's interior surface. Unless explicitly stated in the quotation, our scope does not include:

(a) Structural repair of the pool shell, foundations, or surrounding structures (b) Plumbing or pipework (c) Electrical work beyond the replacement of light fittings as specified in the quote (d) Pool equipment (pumps, filters, chlorinators, heating systems) (e) Fencing, landscaping, or structures surrounding the pool (f) Refilling the pool or managing post-fill water chemistry (unless explicitly included in the quotation)

5.3 If during the course of the work we identify defects, damage, or conditions not visible at the time of quoting (including but not limited to structural cracks, water damage behind liners, or deterioration of the substrate), we will stop work in the affected area, document the issue with photographs, and discuss options with you before proceeding. Any additional work required will be quoted separately through a formal Variation Order and will only proceed with your written approval.

6. STRUCTURAL DISCLAIMER

6.1 Our resurfacing work creates a new waterproof surface layer over your existing pool shell. It is not a structural repair.

6.2 If your pool has visible cracks, signs of ground movement, or known structural issues, we may recommend an independent structural engineer's assessment before we commence work. This recommendation is advisory only; the decision to proceed without a structural assessment is the customer's.

6.3 If structural defects exist in the underlying pool shell (whether known or unknown at the time of quoting), our resurfacing work cannot prevent those defects from continuing to develop. Cracking, movement, or failure caused by underlying structural issues is not covered by our workmanship or by the manufacturer's product warranty.

6.4 We are not liable for structural defects in the pool shell, surrounding concrete, paving, coping, retaining walls, or any other structure beyond the resurfaced interior surface of the pool.

7. VARIATIONS

7.1 Any changes to the quoted scope of work must be agreed in writing through a Variation Order before the additional work is carried out.

7.2 Variation Orders will specify the additional scope, cost, and any impact on the project timeline. Work will only proceed once the Variation Order has been signed or confirmed by email by the customer.

7.3 Minor adjustments discovered during surface preparation (e.g. small additional cracks, minor surface defects) that fall within the normal range of pool resurfacing work are included in the quoted scope at no additional cost.

8. SCHEDULING AND WEATHER

8.1 Proposed start dates are our best estimate at the time of quoting. Actual start dates are confirmed closer to the commencement of work.

8.2 Pool resurfacing is weather-dependent. Grinding, fibreglass application, and flowcoat curing all require dry conditions. If rain or adverse weather is forecast, we may need to adjust the start date or pause work mid-project. We will communicate any weather-related changes to you as early as possible.

8.3 For jobs scheduled during Perth's winter months (June to August), we offer weather-flexible slots. This means we commit to a specific week but confirm the exact start day 48 hours beforehand based on the weather forecast. If heavy rain is forecast, the start may shift by a day or two within the agreed week or to the following week.

8.4 Weather-related delays are not grounds for cancellation or refund of deposits.

8.5 We aim to complete most standard fibreglass resurfacing jobs in five days from start to finish. Larger pools, concrete conversions, complex repairs, and adverse weather can extend the on-site duration. We will communicate the expected timeline for your specific job before we commence.

8.6 We do not leave a project incomplete. If a job extends beyond the estimated duration, we will continue working until the job is finished.

9. WARRANTY

9.1 Full fibreglass resurfacing jobs (new fibreglass matting layer with Allnex Flowcoat finish) carry a 10-year manufacturer warranty on the resurfacing products applied.

9.2 The manufacturer warranty covers defects in the coating products when correctly applied to a properly prepared substrate. It does not cover:

(a) Damage caused by incorrect water chemistry, neglect, or failure to follow the chemical reintroduction plan provided (b) Damage caused by impact, abrasion, sharp objects, or misuse (c) Damage caused by structural movement, ground subsidence, or failure of the underlying pool shell (d) Normal wear and tear (e) Damage resulting from modifications or repairs carried out by others after our work is completed (f) Cosmetic changes that do not affect the performance of the surface (e.g. minor fading over extended periods)

9.3 Epoxy coating jobs and flowcoat-only applications over existing surfaces (without new fibreglass matting) do not carry the 10-year manufacturer warranty. These are coating applications with a shorter expected service life (typically 5-7 years for epoxy, variable for flowcoat-only depending on substrate condition). This will be clearly communicated to you at the time of quoting.

9.4 Warranty claims should be directed to info@perthpoolreborn.com.au with photographs and a description of the issue. We will arrange an inspection at no cost to assess the claim.

10. PRE-JOB ACKNOWLEDGEMENT

10.1 Before commencing work, we will ask you to sign a Pre-Job Acknowledgement form. This document records the current condition of your pool and surrounding areas, any pre-existing issues or risks discussed, and your acknowledgement of the scope and limitations of the work.

10.2 The Pre-Job Acknowledgement is a standard part of our process and is designed to protect both parties by creating a clear written record of the starting condition and agreed scope.

11. CUSTOMER OBLIGATIONS

11.1 You are responsible for providing safe, clear access to the pool and surrounding work area for the duration of the project.

11.2 You are responsible for ensuring that pets, children, and other household members are kept away from the work area during the project.

11.3 You are responsible for following the chemical reintroduction plan provided in your Pool Care Handbook after the pool is refilled. Incorrect chemical management during the first 14 days after refill can cause damage to the new surface that is not covered by warranty.

11.4 You are responsible for arranging ongoing pool maintenance (including water chemistry management) after the initial 14-day reintroduction period, unless ongoing maintenance has been explicitly included in your quotation.

11.5 Where the quotation requires coordination with other trades (e.g. concreting, paving, electrical), you are responsible for ensuring that the other trades complete their work within the agreed timeframes. Delays caused by other trades may affect our scheduling and are not grounds for cancellation or refund.

11.6 You are responsible to provide electricity power for our power tools necessary to the job.

11.7 You are responsible for the refilling of the pool. Which should start not earlier than advised at the end of the work.

12. CANCELLATION

12.1 Cancellations must be made in writing at least three weeks (21 days) before the agreed start date.

12.2 If cancellation is received more than 21 days before the start date, your deposit will be refunded less any costs already incurred (e.g. materials already purchased and allocated to your project). Where materials have been ordered and cannot be returned, the materials become your property and can be collected or delivered to you.

12.3 If cancellation is received less than 21 days before the start date, the deposit is non-refundable. This is because materials will have been purchased, the team's schedule will have been committed, and other customers may have been turned away for that slot.

12.4 We reserve the right to cancel a booking if we reasonably believe that the work cannot be completed safely or to our professional standards. In this case, your deposit will be refunded in full.

13. INSURANCE

13.1 Perth Pool Reborn (Lambert and Son Pty Ltd) holds public liability insurance. A copy of our insurance certificate is available on request.

14. PRIVACY

14.1 We collect personal information (name, address, phone number, email) solely for the purpose of providing our services, communicating about your project, and issuing invoices and receipts.

14.2 We do not share your personal information with third parties except where required by law or where you have given us permission (e.g. if you agree to act as a reference for future customers).

14.3 Photographs of completed work may be used in our marketing materials (website, social media, print) unless you tell us otherwise. No personally identifiable information (name, address) will be published alongside photographs without your written consent.

15. GOVERNING LAW

15.1 These terms and conditions are governed by the laws of Western Australia.

15.2 Any disputes arising from these terms will be subject to the jurisdiction of the courts of Western Australia.

15.3 Before commencing legal proceedings, both parties agree to attempt to resolve any dispute through direct communication and, if necessary, mediation.

16. CONTACT

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Member of SPASA (Swimming Pool and Spa Association of Australia)