

PRINCE OF POOLS

TERMS & CONDITIONS

Effective: September 2026

Website, pool servicing, repairs, equipment supply and installations

1. About these Terms

These Terms & Conditions apply to services, goods, quotations and other work supplied under the Prince of Pools business name ("Prince of Pools", "we", "us" or "our"). They apply to the customer who requests, authorises or accepts the relevant goods or services ("you" or "your").

The legal entity operating Prince of Pools should be identified on customer-facing documents using its correct registered company name, ABN/ACN and business-name details. Insert the final legal entity details in the Contact Details section before publishing this document.

By accepting a quotation, booking or authorising work, or by allowing us to commence agreed services after being given reasonable notice of these Terms, you agree that these Terms form part of the agreement between you and Prince of Pools.

2. Quotations and Scope of Work

Unless stated otherwise, a quotation covers only the goods and work expressly described in that quotation. Work outside the quoted scope may be charged separately if you authorise it.

Quotations may be subject to product availability, supplier price changes and site conditions that could not reasonably have been identified before work commenced. We will seek your approval before undertaking material additional chargeable work, except where immediate action is reasonably necessary to make a situation safe or prevent further damage.

A quotation is not an engineering, electrical, gas, plumbing or structural certification unless expressly stated and carried out by a suitably licensed person.

3. Regular Pool Servicing

A regular pool service is limited to the service level agreed with you. Depending on the agreed service, this may include water testing, chemical adjustment, cleaning, basket emptying, visual equipment checks and other routine maintenance.

Routine servicing is not a guarantee that pool water will remain perfectly clear, sanitised or chemically balanced between visits. Pool conditions can change rapidly because of weather, temperature, rainfall, contamination, water loss, equipment failure, power interruption, landscaping debris and other factors outside our control.

Unless specifically included in your service plan, repairs, replacement parts, major filter cleaning, green-pool recovery, stain treatment, leak detection, specialist cleaning and substantial corrective work may be charged separately.

4. Water Testing and Chemicals

We may add chemicals that we reasonably consider appropriate for the agreed service and the pool conditions observed at the time of attendance. Chemical quantities are based on testing, pool information available to us, product instructions and professional judgement.

Chemicals and consumables may be charged in addition to the service fee unless expressly included in an agreed fixed-price service.

You must tell us about known allergies, unusual pool treatments, alternative sanitation systems, recent chemical additions or other circumstances that may materially affect treatment of the pool.

Where accurate pool volume, equipment information or prior treatment history is unavailable, chemical dosing may necessarily be based on reasonable estimates and may require later adjustment.

5. Customer Access and Site Conditions

You are responsible for providing safe and reasonable access to the pool and relevant equipment at the scheduled service or installation time.

- Gates, locks and access systems must be accessible as agreed.
- Pets must be appropriately secured where they may interfere with safe access or work.
- The work area must be reasonably safe and free from hazards that are not obvious to us.
- You must tell us about known electrical, structural, plumbing, gas, asbestos or other safety hazards relevant to the work.

If we cannot safely or reasonably access the site, we may reschedule the service. A reasonable attendance or cancellation charge may apply where we have attended but cannot perform the work because access was not provided or an undisclosed site condition prevents the work.

6. Existing Defects, Pool Surfaces and Unrelated Failures

Pool systems and pool surfaces can contain ageing, deteriorated, incorrectly installed or previously damaged components and finishes. This may include, without limitation, painted surfaces, vinyl liners, fiberglass surfaces and coatings, concrete, render, plaster, pebble finishes, grout, tiles and surrounding pool finishes.

Prince of Pools is not responsible for deterioration, delamination, lifting, peeling, fading, staining, cracking, blistering, tearing, discoloration or other failure of a pool surface or finish where the condition was pre-existing, resulted from normal age or wear, defective installation or manufacture, previous chemical treatment, existing water chemistry, structural movement, environmental conditions or another cause not attributable to the goods or services supplied by Prince of Pools.

Some existing pool surfaces and finishes may be fragile or deteriorated and may become more apparent or fail during ordinary cleaning, brushing, vacuuming, chemical treatment or other reasonably performed pool servicing. Where Prince of Pools has exercised reasonable care and skill, Prince of Pools is not responsible for damage or deterioration arising from the pre-existing condition or inherent vulnerability of the pool surface or finish.

Where our work exposes an existing defect - for example brittle pipework, failed seals, corroded fittings deteriorated pool finishes, loose tiles, damaged grout, weakened vinyl or defective equipment - additional work required to rectify that defect may be quoted or charged separately with your approval.

Nothing in this clause excludes, restricts or modifies any right or remedy that cannot lawfully be excluded under the Australian Consumer Law, including responsibility for loss or damage caused by our failure to exercise due care and skill.

7. Equipment Supply and Installation

Equipment will be supplied and installed in accordance with the accepted quotation or agreed scope. Equivalent equipment or components will not be substituted without reasonable customer approval where the substitution materially changes the quoted product or performance.

Installation pricing assumes reasonable access and that existing plumbing, electrical supply, foundations, pipework and associated equipment are suitable for the quoted installation unless the quotation states otherwise.

Additional work caused by hidden, non-compliant, damaged or unsuitable existing infrastructure may require a revised price or separate quotation.

Where electrical, gas, plumbing or other regulated work legally requires a licensed trade, that work must be carried out by an appropriately licensed person. Unless our quotation expressly includes that work, the cost may be additional.

8. Equipment Installation Payment

Unless otherwise agreed in writing, full payment for equipment supplied and installed by Prince of Pools is due on the day the installation is completed and the equipment has been commissioned.

Prince of Pools may require advance payment or alternative payment arrangements for special-order, custom or high-value equipment. Any such requirement will be advised before the equipment is ordered or the work proceeds.

For clarity, the payment obligation in this clause does not remove or restrict any rights or remedies you may have under the Australian Consumer Law.

9. Other Invoices and Payment

Service, repair and other invoices are payable by the due date stated on the invoice or as otherwise agreed in writing.

If an amount is genuinely disputed, you should notify us promptly and provide reasonable details of the disputed item. Undisputed amounts remain payable.

We may suspend non-essential future services where an account is overdue, provided doing so is lawful and reasonable in the circumstances.

10. Overdue Accounts and Recovery

We may contact you regarding overdue amounts and may take lawful steps to recover debts that are properly due. Any collection costs, legal costs, interest or other recovery charges will only be claimed to the extent they are lawfully recoverable and were properly disclosed or agreed.

Nothing in these Terms authorises harassment, coercion or any debt-collection conduct prohibited by law.

11. Cancellations and Rescheduling

Please give as much notice as reasonably possible if you need to cancel or reschedule your service.

Where we have incurred a genuine loss because of a cancellation, failed access or customer-requested cancellation of specially ordered goods, we may charge a reasonable amount reflecting that loss, subject to applicable law and the circumstances of the booking.

Any specific cancellation fee or special-order cancellation condition should be disclosed before the relevant booking or order is accepted.

12. Delays and Availability

We will make reasonable efforts to attend and complete work at agreed times. Appointment times may need to change because of weather, emergencies, illness, supplier delays, parts availability, unsafe conditions or other circumstances beyond reasonable control.

Where a delay occurs, we will make reasonable efforts to communicate and reschedule. Nothing in this clause removes any statutory right you may have where services are not supplied within an agreed or otherwise reasonable time.

13. Customer-Supplied Equipment

If you ask us to install or work on equipment that you supplied, our responsibility is generally limited to the services we provide and any damage or failure caused by those services. We do not provide a Prince of Pools product warranty for customer-supplied goods.

We may refuse to install equipment that appears unsuitable, unsafe, incompatible or non-compliant. Your statutory rights, if any, against the seller or manufacturer of customer-supplied equipment are unaffected.

14. Manufacturer Warranties and Australian Consumer Law

Manufacturer warranties may apply to equipment supplied by us. Those warranties are additional to, and do not replace, rights and remedies that may apply under the Australian Consumer Law.

Prince of Pools will not represent that a manufacturer's written warranty is the only remedy available where the Australian Consumer Law provides additional rights.

Where Prince of Pools supplies both goods and installation services, we will deal with our obligations as supplier in accordance with applicable law rather than requiring you to pursue a manufacturer where the law places responsibility on us.

15. Australian Consumer Law

Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded, restricted or modified under the Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law.

Consumer guarantees may include requirements that goods are of acceptable quality and fit for applicable purposes, and that services are provided with due care and skill, are fit for an applicable stated purpose and are supplied within a reasonable time where no time is agreed.

If goods or services fail to meet an applicable consumer guarantee, remedies may include repair, replacement, refund, cancellation or compensation depending on the circumstances and whether the failure is major or minor.

16. Damage and Limitation of Responsibility

To the extent permitted by law, Prince of Pools is not responsible for loss or damage caused by matters outside our reasonable control, including pre-existing defects, customer misuse, unauthorised third-party work, failure to follow reasonable operating instructions, abnormal chemical use, power failure, severe weather or equipment failure unrelated to our work.

We do not exclude responsibility for loss or damage to the extent it is caused by our negligence, breach of contract or failure to comply with a consumer guarantee or other obligation that cannot lawfully be excluded.

Any limitation in these Terms operates only to the maximum extent permitted by applicable law.

17. Photos, Service Records and Communications

We may take reasonable photographs of the pool, water condition, equipment and work area for service records, diagnosis, quotations, warranty administration and evidence of work performed.

We will not use identifiable photographs of your property for advertising or promotional purposes without permission where permission is required.

Service reports, quotations, invoices and routine communications may be provided electronically, including by email, SMS, Xero, Pooltrackr or another business system used by Prince of Pools.

18. Pricing Changes for Ongoing Services

Prices for ongoing or recurring services may change from time to time because of labour, fuel, supplier, chemical, insurance, operating or other business costs.

Where reasonably practicable, we will provide advance notice of a material change to an ongoing service price. You may choose to discontinue future recurring services if you do not accept the new price, subject to payment for services and goods already supplied.

19. Ending Regular Service

Either party may end an ongoing regular service arrangement by giving reasonable notice, unless a separate written agreement specifies a different arrangement.

We may decline or discontinue future work where there are legitimate safety concerns, repeated non-payment, abusive or threatening behaviour, repeated inability to access the property, or another reasonable basis for doing so. This does not affect rights or obligations relating to goods or services already supplied.

20. Privacy

We may collect and use customer information reasonably necessary to quote, schedule, perform, invoice and administer our services, communicate with you and meet legal or accounting obligations.

21. Changes to these Terms

We may update these Terms from time to time. Updated Terms apply prospectively after they are published or otherwise provided to you, subject to applicable law. Changes will not retrospectively remove rights or materially alter an already accepted fixed quotation unless agreed.

22. Governing Law

These Terms are governed by the laws applicable in Western Australia, Australia. The parties submit to the courts and tribunals having jurisdiction in Western Australia, subject to any rights that applicable law gives a consumer to bring proceedings elsewhere.

23. Contact Details

Business name: Prince of Pools

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