

Pool Revive Co - Refund Policy



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Purpose of this Refund Policy

1. Purpose of this Refund Policy

Pool Revive Co is committed to providing high-quality pool renovation, resurfacing and repair services while ensuring our customers understand their rights and obligations regarding cancellations, deposits and refunds.

The purpose of this Refund Policy is to explain the circumstances in which refunds may be available, how refund requests are assessed and how Pool Revive Co manages cancellations, rescheduling and payments.

This Refund Policy applies to all quotations, bookings, deposits, invoices and services provided by Pool Revive Co unless otherwise agreed in writing.

Nothing in this Refund Policy is intended to exclude, restrict or modify any rights or remedies that you may have under the **Competition and Consumer Act 2010 (Cth)**, including the **Australian Consumer Law (ACL)**.

Where a provision of this Refund Policy is inconsistent with a right or guarantee provided under Australian Consumer Law, the applicable law will prevail to the extent of the inconsistency.

By accepting a quotation, paying a deposit or engaging Pool Revive Co to provide services, you acknowledge that you have read and understood this Refund Policy and agree that it forms part of the terms governing the services we provide.

Australian Consumer Law

2. Australian Consumer Law

Pool Revive Co complies with the **Competition and Consumer Act 2010 (Cth)**, including the **Australian Consumer Law (ACL)**.

Nothing in this Refund Policy is intended to exclude, restrict or modify any rights, guarantees or remedies that cannot lawfully be excluded under Australian Consumer Law.

2.1 Consumer Guarantees

Under Australian Consumer Law, consumers are entitled to certain guarantees in relation to the services provided by Pool Revive Co.

These guarantees include that our services will be:

- Provided with due care and skill;
- Reasonably fit for the purpose for which they were acquired, where that purpose has been made known to us;
- Supplied within a reasonable time where no completion timeframe has been agreed; and
- Carried out in accordance with any applicable consumer guarantees provided by law.

2.2 Remedies Under Australian Consumer Law

Where Pool Revive Co fails to meet a consumer guarantee, you may be entitled to a remedy under Australian Consumer Law.

Depending on the nature and severity of the issue, an appropriate remedy may include:

- Rectification of the work;
- Re-performance of the affected services;
- A partial refund;
- A full refund; or
- Any other remedy available under Australian Consumer Law.

The remedy provided will depend on the circumstances of each individual matter and the requirements of the Australian Consumer Law.

2.3 Change of Mind

Pool Revive Co is **not required to provide a refund** where a customer changes their mind, decides they no longer require our services or finds the same or similar services elsewhere, unless otherwise required by Australian Consumer Law or expressly agreed by Pool Revive Co in writing.

2.4 Assessment of Claims

Where a customer believes they are entitled to a remedy, Pool Revive Co reserves the right to inspect the completed work, request supporting information or photographs, and assess the circumstances before determining the appropriate course of action.

Where reasonably necessary, we may arrange an on-site inspection before determining whether a refund, repair or other remedy is appropriate.

2.5 Rights Not Limited

This Refund Policy should be read together with our Terms & Conditions and does not limit or replace any rights or remedies available to customers under Australian Consumer Law or any other applicable legislation.

Deposits

3. Deposits

Pool Revive Co requires a deposit to secure a booking, allocate resources, schedule works and purchase materials necessary to complete the agreed services.

Payment of a deposit confirms the customer's intention to proceed with the quoted works and allows Pool Revive Co to reserve time and resources for the project.

3.1 Deposit Requirement

Unless otherwise agreed in writing, a **40% deposit** is required before a booking is confirmed and works are scheduled.

Pool Revive Co is not obligated to commence work, order materials or reserve a project commencement date until the required deposit has been received in cleared funds.

3.2 Purpose of the Deposit

The deposit contributes towards costs incurred by Pool Revive Co, including but not limited to:

- Project scheduling and administration;
- Purchasing materials and consumables;
- Securing supplier orders;
- Labour planning and resource allocation;
- Project preparation; and
- Other reasonable costs associated with preparing for the works.

3.3 Refund of Deposits

Deposit refunds are assessed based on the stage of the project at the time of cancellation.

Where no materials have been ordered and no significant costs have been incurred, Pool Revive Co may, at its discretion, provide a full or partial refund of the deposit, less any reasonable administrative costs already incurred.

Where materials have been ordered, custom products have been manufactured, labour has been allocated or other project costs have been incurred, the refundable portion of the deposit may be reduced to reflect those reasonable costs.

Pool Revive Co will provide an itemised explanation of any deductions upon request.

3.4 Non-Refundable Costs

The following costs are generally non-refundable once incurred:

- Materials specially ordered for your project;
- Custom-manufactured or custom-coloured products;
- Supplier cancellation or restocking fees;
- Labour already performed;
- Travel costs already incurred;
- Permit or approval fees paid on your behalf; and
- Any other reasonable project costs incurred prior to cancellation.

3.5 Australian Consumer Law

Nothing in this clause limits your rights under the **Australian Consumer Law**. Where you are entitled to a refund or other remedy under the law, Pool Revive Co will comply with its legal obligations.

Any refund of a deposit will be processed using the original payment method where reasonably practicable, unless otherwise agreed between Pool Revive Co and the customer.

Customer Cancellations

4. Customer Cancellations

Pool Revive Co understands that circumstances may change and a customer may need to cancel their booking. We encourage customers to notify us as soon as possible if they wish to cancel or no longer require our services.

Cancellation requests should be submitted in writing by email wherever reasonably practicable.

4.1 Cancellation Before Work Commences

If you cancel your booking before work has commenced, Pool Revive Co will assess any refund of your deposit in accordance with this Refund Policy and our Terms & Conditions.

Any refund will take into account reasonable costs already incurred, including administration, materials ordered, supplier charges and project preparation.

4.2 Cancellation After Work Has Commenced

Once work has commenced, customers remain responsible for payment of:

- All work completed up to the date of cancellation;
- Materials ordered or supplied for the project;
- Labour performed;
- Equipment hire costs;
- Disposal costs;
- Supplier charges;
- Any approved variations completed prior to cancellation; and
- Any other reasonable costs incurred by Pool Revive Co as a direct result of the cancellation.

Where payments already made exceed the value of work completed and recoverable costs, any remaining balance may be refunded.

4.3 Cancellation of Custom Orders

Where products have been custom-manufactured, custom-coloured or specially ordered for your project, these items are generally non-refundable once production or ordering has commenced, unless otherwise required by Australian Consumer Law.

4.4 Failure to Proceed

If a customer unreasonably delays the project, repeatedly postpones the commencement of works, refuses site access or otherwise fails to proceed within a reasonable time after accepting a quotation, Pool Revive Co reserves the right to:

- Cancel the booking;
- Recover reasonable costs incurred;
- Retain all or part of the deposit where permitted by law and our Terms & Conditions; and
- Require a new quotation if the customer wishes to proceed at a later date.

4.5 Cancellation by Pool Revive Co

Pool Revive Co may cancel or terminate a booking where permitted under our Terms & Conditions, including where:

- The customer fails to make required payments;
- Site conditions are unsafe;
- Required access is not provided;
- The customer breaches the Terms & Conditions; or
- Circumstances beyond our reasonable control make it impracticable to proceed.

Where Pool Revive Co cancels a booking before work has commenced and the cancellation is not due to the customer's breach or actions, any refundable amounts will be assessed and returned where applicable.

4.6 Australian Consumer Law

Nothing in this clause limits any rights or remedies available to customers under the **Australian Consumer Law**. Where the law provides a greater entitlement to a refund or other remedy, those rights will apply.

Rescheduling

5. Rescheduling

Pool Revive Co understands that unforeseen circumstances may require a scheduled appointment or project commencement date to be changed. We will make reasonable efforts to accommodate requests to reschedule where practicable.

5.1 Customer Rescheduling Requests

If you need to reschedule your booking, you should notify Pool Revive Co as soon as reasonably practicable.

Requests received with sufficient notice are more likely to be accommodated without additional costs.

5.2 Short Notice Rescheduling

Where a customer requests to reschedule with insufficient notice, Pool Revive Co reserves the right to recover any reasonable costs already incurred as a result of the change, including but not limited to:

- Labour allocated to the project;
- Travel expenses;
- Equipment hire charges;
- Delivery or collection fees;
- Supplier charges;
- Administration costs; and
- Other reasonable costs directly resulting from the rescheduling.

5.3 Multiple Rescheduling Requests

Repeated requests to reschedule may affect our project schedule and the availability of future booking dates.

If a customer repeatedly postpones a project or is unable to provide a suitable commencement date within a reasonable period, Pool Revive Co reserves the right to:

- Remove the booking from our schedule;
- Require a new commencement date to be agreed;
- Require a revised quotation if pricing or material costs have changed; and
- Apply reasonable costs incurred as a result of the postponement where permitted by law.

5.4 Rescheduling by Pool Revive Co

Pool Revive Co may need to reschedule works due to circumstances beyond our reasonable control, including but not limited to:

- Severe or unsafe weather conditions;
- Unforeseen site conditions;
- Delays in the supply of materials;
- Equipment failure;
- Illness or injury affecting key personnel;
- Emergency works; or
- Other circumstances that make it unsafe or impracticable to proceed.

Where this occurs, we will contact you as soon as reasonably practicable to arrange an alternative commencement date.

5.5 No Penalty for Safety or Weather Delays

Pool Revive Co will not be liable for delays or rescheduling that are reasonably necessary to protect the safety of our workers, customers, property or the quality of the completed works.

5.6 Effect on Completion Dates

Where a project is rescheduled by either party, any estimated commencement or completion dates may be adjusted accordingly.

Pool Revive Co will make reasonable efforts to minimise delays and complete the works within a reasonable timeframe.

Nothing in this clause limits any rights or remedies available under the **Australian Consumer Law**.

Refund Eligibility

6. Refund Eligibility

Pool Revive Co assesses all refund requests on a case-by-case basis, taking into consideration the circumstances of the request, the stage of the project, work completed, costs incurred and our obligations under the **Australian Consumer Law (ACL)**.

A refund will only be provided where it is required by law or where Pool Revive Co determines that a refund is appropriate in the circumstances.

6.1 Circumstances Where a Refund May Be Available

A customer may be eligible for a full or partial refund where:

- Pool Revive Co is unable to provide the agreed services through no fault of the customer;
- A booking is cancelled before significant costs have been incurred;
- Payments received exceed the value of work completed and recoverable project costs;
- A remedy under the Australian Consumer Law requires a refund; or
- Pool Revive Co otherwise agrees, in writing, to provide a refund.

6.2 Circumstances Where a Refund May Be Reduced

Any refund may be reduced by reasonable costs already incurred by Pool Revive Co, including but not limited to:

- Administration and project planning costs;
- Materials purchased or specially ordered;
- Labour completed prior to cancellation;
- Equipment hire;
- Travel expenses;
- Supplier charges;
- Waste disposal costs;
- Approved variation works; and
- Any other reasonable costs directly associated with the project.

6.3 Partial Refunds

Where only part of the agreed services has been completed, Pool Revive Co may provide a partial refund after deducting the value of:

- Work already completed;
- Materials supplied or installed;
- Costs reasonably incurred in relation to the project; and
- Any amounts otherwise payable under our Terms & Conditions.

6.4 Method of Refund

Where a refund is approved, Pool Revive Co will endeavour to process the refund within a reasonable timeframe.

Refunds will generally be made using the original payment method unless another method is agreed between Pool Revive Co and the customer.

6.5 Australian Consumer Law

Nothing in this Refund Policy limits, excludes or modifies any rights or remedies available under the **Competition and Consumer Act 2010 (Cth)** or the **Australian Consumer Law**.

Where you are entitled to a refund or another remedy under Australian Consumer Law, Pool Revive Co will comply with its legal obligations.

Non-Refundable Items

7. Non-Refundable Items

Certain goods, services and costs incurred by Pool Revive Co are non-refundable due to the nature of the work performed, materials used and expenses incurred in preparing and completing your project.

Nothing in this clause limits your rights under the **Australian Consumer Law (ACL)**.

7.1 Materials Ordered for Your Project

The following items are generally non-refundable once they have been ordered, manufactured or supplied for your project:

- Custom-manufactured products;
- Custom-coloured coatings or finishes;
- Fibreglass materials cut or prepared for your project;
- Special-order products;
- Products that cannot reasonably be returned to the supplier; and
- Materials that have already been installed or applied.

7.2 Labour and Services

Pool Revive Co does not provide refunds for:

- Labour already performed;
- Site inspections already completed;
- Consultations;
- Project planning and preparation;
- Administration services already provided;
- Travel undertaken in connection with your project; or
- Other services that have already been completed.

7.3 Third-Party Costs

Where Pool Revive Co has incurred costs payable to third parties on your behalf, these costs are generally non-refundable, including but not limited to:

- Supplier charges;
- Equipment hire;
- Delivery and freight charges;
- Waste disposal fees;
- Permit or approval fees;
- Restocking fees; and
- Other reasonable third-party expenses directly related to your project.

7.4 Change of Mind

Refunds are generally **not available** where a customer:

- Changes their mind;
- Decides not to proceed after accepting a quotation;
- Chooses another contractor;
- Delays the project beyond a reasonable period; or
- Cancels the project after Pool Revive Co has incurred reasonable costs.

This does not affect any rights you may have under the **Australian Consumer Law**.

7.5 Exceptions

Where Australian Consumer Law requires Pool Revive Co to provide a refund, repair, replacement or other remedy, those rights will apply regardless of any provision contained in this Refund Policy.

Pool Revive Co will always assess refund requests fairly, reasonably and in accordance with applicable Australian law.

Faulty Workmanship & Remedies

8. Faulty Workmanship & Remedies

Pool Revive Co is committed to delivering services with due care, skill and professionalism. If you believe that our workmanship does not meet the standards required under our Terms & Conditions or the **Australian Consumer Law (ACL)**, we encourage you to contact us promptly so that we can assess and address the issue.

8.1 Notification of Concerns

If you believe there is a defect or issue with the workmanship performed by Pool Revive Co, you should notify us as soon as reasonably practicable after becoming aware of the issue.

To assist with our assessment, we may request:

- A description of the issue;
- Photographs or videos;
- The property address;
- The date the issue was identified; and
- Any other information reasonably required to investigate the matter.

8.2 Inspection

Before determining whether a refund or other remedy is appropriate, Pool Revive Co reserves the right to inspect the completed works.

Where reasonably necessary, an on-site inspection may be arranged to assess the reported issue.

Customers must provide reasonable access to enable Pool Revive Co to inspect the work.

8.3 Opportunity to Rectify

Where a defect in workmanship is identified and Pool Revive Co is responsible for the defect, we reserve the right to rectify, repair or re-perform the affected work before considering any refund, to the extent permitted by the Australian Consumer Law.

8.4 Circumstances Where a Refund May Not Be Available

A refund or other remedy may not be available where the issue arises from circumstances beyond Pool Revive Co's reasonable control, including but not limited to:

- Normal wear and tear;
- Ground movement or structural movement;
- Hydrostatic pressure or groundwater;
- Flooding, storms or other severe weather events;
- Incorrect water chemistry or poor pool maintenance;

- Customer misuse or neglect;
- Damage caused by third parties;
- Modifications or repairs carried out by others without our written approval; or
- Any circumstance excluded under our Warranty or Terms & Conditions.

8.5 Remedies

Where Pool Revive Co determines that a remedy is appropriate, and where required under the Australian Consumer Law, the remedy may include:

- Repair or rectification of the affected work;
- Re-performance of the relevant services;
- A partial refund;
- A full refund; or
- Another remedy required by law.

The appropriate remedy will depend on the nature of the issue, the extent of the defect and the requirements of the Australian Consumer Law.

8.6 Australian Consumer Law

Nothing in this Refund Policy limits or excludes any consumer guarantees or remedies available under the **Competition and Consumer Act 2010 (Cth)**, including the **Australian Consumer Law**.

Pool Revive Co will assess all workmanship concerns fairly, reasonably and in accordance with our legal obligations.

How to Request a Refund

9. How to Request a Refund

If you believe you are entitled to a refund under this Refund Policy or the **Australian Consumer Law (ACL)**, you may submit a refund request to Pool Revive Co for assessment.

All refund requests are considered individually and will be assessed fairly, reasonably and in accordance with applicable Australian laws and our Terms & Conditions.

9.1 Submitting a Refund Request

Refund requests should be submitted in writing using the contact details provided in this Refund Policy.

To assist us in assessing your request, please provide:

- Your full name;
- Property address where the services were provided;
- Contact details;
- Quote or invoice number (if available);
- A detailed description of the reason for the refund request;
- Photographs or videos where relevant; and
- Any other information that may assist our assessment.

9.2 Assessment Process

Upon receiving your refund request, Pool Revive Co may:

- Review the information provided;
- Request additional information or supporting documentation;
- Arrange an inspection of the completed works where reasonably necessary;
- Consult with suppliers or relevant contractors if applicable; and
- Determine the appropriate outcome in accordance with this Refund Policy, our Terms & Conditions and the Australian Consumer Law.

9.3 Response Time

Pool Revive Co will acknowledge receipt of your refund request and endeavour to assess and respond within a reasonable timeframe.

The time required to assess a request may vary depending on the complexity of the matter, the availability of information and whether an inspection is required.

9.4 Approved Refunds

Where a refund is approved, Pool Revive Co will advise you in writing of:

- The amount of the refund;
- The reason for the refund;
- Any applicable deductions; and
- The expected timeframe for processing.

Approved refunds will generally be paid using the original payment method unless otherwise agreed between Pool Revive Co and the customer.

9.5 Further Information

If you are dissatisfied with the outcome of your refund request, you may contact Pool Revive Co to discuss the decision or seek any remedies that may be available to you under the **Australian Consumer Law**.

Nothing in this Refund Policy limits your legal rights under the **Competition and Consumer Act 2010 (Cth)** or the **Australian Consumer Law**.

Contact Us

10. Contact Us

If you have any questions about this Refund Policy, wish to discuss a refund request or require further information regarding your rights, please contact Pool Revive Co using the details below.

We are committed to responding to enquiries promptly, fairly and professionally, and will make reasonable efforts to resolve any concerns in accordance with our legal obligations and our commitment to customer service.

10.1 Refund Enquiries

You may contact Pool Revive Co regarding:

- Refund requests;
- Deposit enquiries;
- Booking cancellations;
- Rescheduling requests;
- Payment enquiries;
- Concerns regarding completed works; or
- Any other matter relating to this Refund Policy.

Pool Revive Co

Website: www.poolreviveco.com.au

Email: enquiries@poolreviveco.com.au

Phone: [Insert Business Phone Number]

10.2 Resolving Concerns

Pool Revive Co encourages customers to contact us directly if they have any concerns regarding our services or this Refund Policy.

We will make reasonable efforts to investigate concerns promptly and work with customers to achieve a fair and practical resolution wherever possible.

10.3 Australian Consumer Law

If you believe your concern has not been satisfactorily resolved, you may wish to seek independent advice regarding your rights under the **Competition and Consumer Act 2010 (Cth)** and the **Australian Consumer Law (ACL)**.

Nothing in this Refund Policy limits, excludes or modifies any rights or remedies that you may have under Australian law.

Thank you for choosing **Pool Revive Co.** We appreciate the opportunity to provide our services and are committed to delivering quality workmanship, transparent communication and fair outcomes for our customers.