

Cover



Terms & Conditions

Version Number 1.0*

Effective Date: 01/06/2026

****APPLIES TO ALL FIBREGLASS AND CONCRETE POOL RENOVATIONS, RESURFACING AND REPAIR SERVICES.****

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Terms of Conditions



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Definitions

1. Definitions

In these Terms & Conditions, unless the context otherwise requires:

Business Day means any day other than a Saturday, Sunday or public holiday in Western Australia.

Contract means the agreement between Pool Revive Co and the Customer upon acceptance of a Quotation.

Customer means the individual, company, partnership, trust or other legal entity accepting the Quotation, including any authorised representative acting on their behalf.

Deposit means the amount specified within the Quotation payable before Pool Revive Co is required to schedule, order materials or commence the Works.

Force Majeure Event means any event beyond the reasonable control of Pool Revive Co, including but not limited to severe weather, flooding, storm, cyclone, bushfire, earthquake, lightning, utility failure, transport disruption, supplier shortages, industrial action, government restrictions, pandemic, epidemic or any other event preventing or delaying the Works.

Pool Area means the swimming pool, surrounding paving, coping, fencing, gates, landscaping, filtration equipment, plant room and all areas reasonably required by Pool Revive Co to safely complete the Works.

Practical Completion means the stage at which the Works have been substantially completed and are fit for their intended purpose, notwithstanding any minor cosmetic defects or outstanding items that do not materially affect the integrity, operation or intended use of the Works.

Quotation means the written quotation issued by Pool Revive Co, including any attached specifications, inclusions, exclusions, drawings, variations and these Terms & Conditions.

Site means the property, premises or location where the Works are to be carried out.

Variation means any addition, omission, modification or alteration to the Scope of Works, including additional labour, materials, equipment or services required due to hidden defects, unforeseen site conditions, Customer requests or circumstances beyond the reasonable control of Pool Revive Co.

Works means all labour, materials, equipment, resurfacing, repairs, renovations, fibreglass laminating, structural repairs, osmosis repairs, crack repairs, installations, coatings, painting, inspections and all associated services supplied by Pool Revive Co under the Contract.

Acceptance of terms

2. Acceptance of Terms

2.1 These Terms & Conditions apply to all Quotations, Contracts, invoices, Works, goods and services supplied by Pool Revive Co unless otherwise agreed in writing.

2.2 The Customer is deemed to have accepted these Terms & Conditions upon the earliest of:

- a) signing or electronically accepting a Quotation;
- b) paying the required Deposit or any other payment relating to the Works;
- c) instructing Pool Revive Co to commence the Works;
- d) permitting Pool Revive Co to attend the Site to commence or continue the Works; or
- e) otherwise accepting the Quotation through written or verbal confirmation.

2.3 By accepting these Terms & Conditions, the Customer confirms they are the legal owner of the property or have the full authority of the property owner to authorise the Works.

2.4 Where more than one Customer accepts the Quotation, each Customer shall be jointly and severally liable for all obligations arising under the Contract, including payment of all monies owing to Pool Revive Co.

2.5 These Terms & Conditions form the entire agreement between Pool Revive Co and the Customer and supersede all prior discussions, negotiations, representations, understandings or agreements relating to the Works, except where expressly agreed in writing.

2.6 Any terms or conditions supplied by the Customer, whether before or after acceptance of the Quotation, shall have no force or effect unless expressly accepted in writing by Pool Revive Co.

2.7 No variation, amendment or waiver of these Terms & Conditions shall be binding unless made in writing and signed or otherwise authorised by Pool Revive Co.

2.8 If any provision of these Terms & Conditions is found to be invalid, illegal or unenforceable, that provision shall be severed to the extent necessary, and the remaining provisions shall remain in full force and effect.

2.9 Failure by Pool Revive Co to enforce any right or provision under these Terms & Conditions shall not constitute a waiver of that right or any other right under the Contract.

2.10 The Customer acknowledges they have been provided with sufficient opportunity to read, understand and seek independent advice regarding these Terms & Conditions before accepting the Quotation.

Quotation

3. Quotations

3.1 All Quotations issued by Pool Revive Co are valid for thirty (30) calendar days from the date of issue unless otherwise stated in writing. Pool Revive Co reserves the right to withdraw or amend a Quotation prior to acceptance.

3.2 A Quotation is based solely on the information available at the time of inspection and on the visible condition of the pool, surrounding structures and Site. Unless expressly stated otherwise, no destructive testing, invasive inspection or engineering assessment has been undertaken.

3.3 Quotations are prepared on the understanding that the pool and surrounding areas are structurally suitable for the proposed Works. Hidden defects or conditions that are not reasonably visible at the time of quoting are excluded from the Quotation.

3.4 Unless specifically listed as an inclusion, the Quotation does not include:

- a) repairs to hidden or concealed structural defects;
- b) osmosis repairs beyond those identified during inspection;
- c) concealed plumbing repairs or replacement;
- d) underground services or drainage works;
- e) excavation or earthworks;
- f) hydrostatic relief systems or groundwater management;
- g) electrical works;
- h) engineering reports or certifications;
- i) council, strata or regulatory approvals;
- j) landscaping, paving, retaining wall or fencing repairs;
- k) water replacement costs unless specifically stated;
- l) chemical balancing or ongoing pool maintenance unless specifically included; or
- m) any additional labour, materials or equipment required due to unforeseen Site conditions.

3.5 Pool Revive Co reserves the right to amend a Quotation where:

- a) the Customer requests changes to the Scope of Works;
- b) material, freight or supplier costs materially increase before acceptance;

c) incorrect or incomplete information has been provided by the Customer;

d) the Site materially differs from that inspected; or

e) a clerical, mathematical or administrative error has occurred within the Quotation.

3.6 Any plans, drawings, measurements, photographs, sketches or specifications provided with a Quotation are indicative only unless expressly stated otherwise and remain the property of Pool Revive Co.

3.7 The Customer acknowledges that estimated quantities of labour, materials and project duration are estimates only and may reasonably vary due to Site conditions, weather, hidden defects or other circumstances beyond the reasonable control of Pool Revive Co.

3.8 Acceptance of a Quotation confirms the Customer has reviewed the inclusions, exclusions, specifications and pricing and accepts that any work outside the agreed Scope of Works will constitute a Variation under these Terms & Conditions.

3.9 No verbal representation, estimate or discussion shall alter the Quotation unless confirmed in writing by Pool Revive Co.

3.10 Pool Revive Co reserves the right to refuse or withdraw a Quotation at any time prior to acceptance without obligation or liability to the Customer.

3.11 Where a Quotation has been accepted but the Customer requests that commencement of the Works be delayed for more than sixty (60) days, Pool Revive Co reserves the right to review and adjust the Contract Price to reflect any increase in labour, material, freight or supplier costs.

3.12 Unless otherwise stated, all prices are quoted in Australian Dollars (AUD) and are inclusive of Goods and Services Tax (GST) where applicable.

3.13 The Customer warrants that all information provided to Pool Revive Co for the purpose of preparing the Quotation is true, accurate and complete. Pool Revive Co shall not be liable for any additional costs arising from inaccurate or incomplete information supplied by the Customer.

Scope Of Work

4. Scope of Works

4.1 Pool Revive Co shall carry out only the Works expressly described within the accepted Quotation, together with any approved Variations.

4.2 Any work, materials, labour or services not specifically included within the accepted Quotation shall be deemed excluded unless subsequently approved in writing as a Variation.

4.3 The Scope of Works may include, where specified within the Quotation:

- a) Fibreglass pool renovations;
- b) Fibreglass pool resurfacing;
- c) Fibreglass pool repairs;
- d) Osmosis repairs;
- e) Structural crack repairs;
- f) Fibreglass laminating and reinforcement;
- g) Gelcoat and protective coating application;
- h) Surface preparation, grinding and sanding;
- i) Pool shell preparation and restoration;
- j) Skimmer box replacement or repair;
- k) Return fitting replacement or repair;
- l) Step reinforcement and repairs;
- m) Custom fibreglass bench seat installation;
- n) Minor fibreglass modifications;
- o) Water balancing where expressly included; and
- p) Any other services specifically identified within the Quotation.

4.4 Unless expressly stated otherwise within the Quotation, the Contract Price does not include:

- a) Structural engineering assessments or certifications;
- b) Building permits, council approvals or strata approvals;

- c) Electrical works;
- d) Plumbing upgrades outside the agreed Scope of Works;
- e) Earthworks or excavation;
- f) Removal or replacement of surrounding paving, decking, fencing, retaining walls or landscaping;
- g) Crane hire or specialised lifting equipment;
- h) Dewatering or groundwater management systems;
- i) Temporary fencing unless required by Pool Revive Co;
- j) Replacement of pool equipment not specifically listed within the Quotation;
- k) Pool heating equipment;
- l) Automatic pool cleaners;
- m) Filtration system upgrades;
- n) Chemical dosing equipment;
- o) Ongoing pool maintenance after Practical Completion; or
- p) Any additional work arising from hidden defects or unforeseen Site conditions.

4.5 Pool Revive Co reserves the right to determine the methods, materials, equipment and sequence of construction required to safely and professionally complete the Works, provided the finished Works remain consistent with the accepted Scope of Works.

4.6 Minor changes to construction methods, materials or products may be made where reasonably necessary due to product availability, manufacturer recommendations, safety requirements, improvements in workmanship or Site conditions, provided such changes do not materially reduce the quality or intended outcome of the Works.

4.7 Pool Revive Co shall take reasonable care while carrying out the Works. However, the Customer acknowledges that pool renovation involves construction activities including grinding, sanding, laminating, cutting, drilling, chemical application and heavy equipment, which may result in temporary dust, noise, vibration, odours and general disruption.

4.8 Pool Revive Co shall use reasonable care to protect surrounding property during the Works. However, the Customer acknowledges that minor disturbance to lawns, gardens, mulch, decorative stones, irrigation systems, paving, driveways or landscaping may be unavoidable where necessary to safely access or complete the Works.

4.9 The Customer acknowledges that the Contract Price has been calculated based on normal working conditions. Where access restrictions, safety hazards, concealed conditions

or Customer instructions increase the labour, equipment or materials required to complete the Works, the additional work shall constitute a Variation.

4.10 Pool Revive Co shall not be required to perform any work that is unsafe, unlawful, technically impractical or likely to compromise the structural integrity of the pool or surrounding structures.

4.11 Pool Revive Co reserves the right to suspend or refuse any instruction from the Customer that is inconsistent with manufacturer specifications, Australian Standards, workplace health and safety requirements, applicable legislation or accepted industry practices.

4.12 Any materials, equipment or products removed during the Works shall remain the property of the Customer unless disposal by Pool Revive Co is included within the Quotation or otherwise requested by the Customer.

4.13 Practical Completion shall be deemed to have occurred when the contracted Scope of Works has been substantially completed in accordance with the Contract, notwithstanding the existence of minor defects or omissions that do not materially affect the functionality, structural integrity or intended use of the Works.

Variations

5. Variations

5.1 A **Variation** is any change, addition, omission or modification to the original Scope of Works after acceptance of the Quotation, including additional labour, materials, equipment or services required to complete the Works.

5.2 Variations may arise as a result of, but are not limited to:

- a) Customer-requested changes;
- b) Hidden or latent defects;
- c) Structural movement;
- d) Existing cracks not visible during inspection;
- e) Osmosis discovered after preparation works commence;
- f) Delamination or separation of existing fibreglass;
- g) Rotten, damaged or inadequate structural reinforcement;
- h) Existing poor workmanship or previous repairs;
- i) Concealed plumbing defects or failures;
- j) Damaged skimmer boxes, return fittings or pipework;
- k) Hydrostatic pressure or groundwater issues;
- l) Rising groundwater or water ingress;
- m) Unstable ground conditions;
- n) Subsidence or earth movement;
- o) Existing shell distortion;
- p) Damage discovered after removal of existing coatings;
- q) Contaminated, unsuitable or incompatible existing coatings;
- r) Changes required to comply with legislation, Australian Standards or manufacturer specifications;
- s) Restricted Site access;
- t) Delays or interruptions caused by the Customer or third parties; or

u) Any other circumstance not reasonably identifiable at the time the Quotation was prepared.

5.3 Where a Variation is identified, Pool Revive Co will, where reasonably practicable:

- a) notify the Customer of the additional work required;
- b) explain why the Variation is necessary;
- c) provide an estimate or quotation for the additional cost and any impact on the project timeline; and
- d) obtain the Customer's approval before proceeding.

5.4 The Customer acknowledges that in certain circumstances immediate action may be required to:

- a) make the Site safe;
- b) prevent injury to persons;
- c) prevent further damage to the pool or surrounding property;
- d) protect partially completed Works; or
- e) comply with legal or safety obligations.

Where immediate action is reasonably necessary, Pool Revive Co may carry out the required work without prior approval, and the reasonable cost of that work shall be payable by the Customer.

5.5 Approved Variations shall form part of the Contract and shall be charged in addition to the original Contract Price.

5.6 Unless otherwise agreed in writing, Variations shall be charged at:

- a) the agreed Variation price;
- b) Pool Revive Co's current rates for labour, materials and equipment; or
- c) the actual cost incurred by Pool Revive Co plus a reasonable administration and overhead margin.

5.7 Variations may extend the estimated completion date. The Customer acknowledges that Pool Revive Co shall not be liable for delays resulting from approved Variations or additional works required to safely complete the project.

5.8 Refusal by the Customer to approve a necessary Variation shall not make Pool Revive Co responsible for any resulting defect, incomplete work, delay or inability to complete the original Scope of Works where the Variation is reasonably required for the safe, compliant or proper completion of the Works.

5.9 Pool Revive Co reserves the right to suspend the Works until a Variation has been accepted where the additional work is necessary to continue safely or professionally.

5.10 Where the Customer requests additional work during the project, Pool Revive Co may, at its discretion, accept or decline the request depending on scheduling, material availability, safety considerations and the practical ability to complete the requested work.

5.11 Verbal approval of a Variation given by the Customer or the Customer's authorised representative may be relied upon by Pool Revive Co where it is reasonable to do so. Pool Revive Co may subsequently confirm the Variation in writing.

5.12 The Customer acknowledges that no pool renovation can be fully assessed until coatings have been removed and the pool shell has been thoroughly inspected. Accordingly, the Customer accepts that additional work may become necessary after the commencement of the Works and agrees that such work shall constitute a Variation under these Terms & Conditions.

Deposits

6. Deposits

6.1 The Deposit specified within the Quotation is payable upon acceptance of the Quotation and must be received by Pool Revive Co before the Works are scheduled, materials are ordered or any labour is allocated, unless otherwise agreed in writing.

6.2 Payment of the Deposit constitutes acceptance of the Quotation and these Terms & Conditions.

6.3 Pool Revive Co is under no obligation to:

- a) reserve a commencement date;
- b) purchase materials;
- c) order custom products;
- d) allocate labour or equipment; or
- e) commence the Works,

until the Deposit has been received as cleared funds.

6.4 The Deposit forms part of the total Contract Price and is not an additional charge.

6.5 The Customer acknowledges that the Deposit enables Pool Revive Co to commit labour, secure booking availability, purchase materials and incur administrative costs in preparation for the Works.

6.6 Unless otherwise stated within the Quotation, Deposits are non-refundable except where:

- a) Pool Revive Co is unable to commence the Works for reasons solely within its reasonable control;
- b) the Contract is terminated by Pool Revive Co without lawful reason; or
- c) a refund is otherwise required by law.

6.7 Where the Customer cancels the Contract after materials have been ordered, manufactured or delivered, Pool Revive Co may retain all or part of the Deposit to recover reasonable costs already incurred, including but not limited to:

- a) materials;
- b) freight and delivery charges;
- c) supplier cancellation fees;

- d) administration costs;
- e) labour already performed;
- f) disposal or restocking costs; and
- g) any other reasonable expenses directly arising from the cancellation.

6.8 Where the Deposit is insufficient to cover the reasonable costs incurred by Pool Revive Co as a result of cancellation, the Customer remains liable for the balance of those costs.

6.9 Any request by the Customer to postpone the scheduled commencement date must be made as soon as reasonably practicable. Pool Revive Co will make reasonable efforts to accommodate the request but cannot guarantee availability.

6.10 Where commencement of the Works is delayed by the Customer for more than sixty (60) days after acceptance of the Quotation, Pool Revive Co reserves the right to:

- a) revise the Contract Price to reflect increases in labour, material, freight or supplier costs;
- b) require payment of any additional costs before recommencing the project;
- c) allocate the scheduled commencement date to another customer; and
- d) reschedule the Works to the next available date.

6.11 If the Customer fails to pay the Deposit by the date specified within the Quotation, Pool Revive Co reserves the right to withdraw the Quotation, amend pricing or decline to proceed with the Works.

6.12 Receipt of a Deposit does not guarantee a specific commencement or completion date. All project dates remain subject to weather conditions, material availability, approved Variations, Site conditions and other circumstances beyond the reasonable control of Pool Revive Co.

6.13 All Deposits shall be paid by the payment methods specified within the Quotation unless otherwise agreed in writing by Pool Revive Co.

Progress Payments

7. Progress Payments

7.1 Where the Contract provides for progress payments, the Customer agrees to pay each progress payment in accordance with the payment schedule specified in the Quotation or as otherwise agreed in writing.

7.2 Progress payments become due immediately upon completion of the relevant stage of the Works, unless a different due date is specified within the Quotation.

7.3 Pool Revive Co may issue a tax invoice for each progress payment upon completion of the applicable stage of the Works.

7.4 Unless otherwise stated in the Quotation, progress payments may become payable upon completion of stages including, but not limited to:

- a) Deposit;
- b) Pool drainage and site preparation;
- c) Surface preparation, grinding and sanding;
- d) Structural, fibreglass or repair works;
- e) Coating or resurfacing application;
- f) Practical Completion; or
- g) Any other milestone specified within the Contract.

7.5 Pool Revive Co reserves the right to reasonably amend the sequence of construction stages where required due to Site conditions, weather, safety requirements, manufacturer recommendations or approved Variations. Any such amendment shall not affect the Customer's obligation to make progress payments for completed stages.

7.6 The Customer must not withhold, delay, reduce, offset or make deductions from any progress payment because:

- a) minor defects or cosmetic imperfections exist that do not prevent Practical Completion;
 - b) another contractor has not completed separate works;
 - c) the pool has not yet been refilled where refilling forms part of a later stage;
 - d) a Warranty issue has not arisen; or
 - e) a dispute exists regarding matters unrelated to the completed stage of the Works,
- except where required by applicable law.

7.7 If a progress payment is not received by its due date, Pool Revive Co may, upon providing reasonable notice to the Customer:

- a) suspend the Works until payment has been received as cleared funds;
- b) remove the project from its construction schedule;
- c) postpone future work to the next available commencement date;
- d) recover any reasonable costs incurred as a result of the suspension or remobilisation of labour, equipment or materials; and
- e) exercise any other rights available under the Contract or at law.

7.8 Any suspension of the Works due to non-payment shall extend the estimated completion date by the period of the suspension together with any additional time reasonably required to reschedule labour, subcontractors, equipment and materials.

7.9 Where the Customer requests additional work or approves a Variation, Pool Revive Co may require payment of all or part of the Variation before the additional work commences.

7.10 Ownership of any materials supplied or installed by Pool Revive Co does not pass to the Customer until all monies owing under the Contract have been paid in full, to the extent permitted by law.

7.11 Payment of a progress claim does not constitute acceptance by Pool Revive Co of any alleged defect, delay or claim by the Customer, nor does it limit Pool Revive Co's rights under the Contract.

7.12 All progress payments shall be made using the payment methods specified within the Quotation or tax invoice unless otherwise agreed in writing by Pool Revive Co.

Final Payment

8. Final Payment

8.1 The Customer must pay the outstanding balance of the Contract Price, together with any approved Variations and any other amounts payable under the Contract, immediately upon Practical Completion unless otherwise stated in writing by Pool Revive Co.

8.2 Pool Revive Co will issue a final tax invoice upon Practical Completion.

8.3 Practical Completion shall be deemed to have occurred where the Works have been substantially completed and are capable of being used for their intended purpose, notwithstanding:

- a) minor cosmetic defects;
- b) minor touch-ups;
- c) minor adjustments;
- d) cleaning to be completed after curing where applicable;
- e) outstanding items beyond the reasonable control of Pool Revive Co; or
- f) any defect or omission that does not materially affect the structural integrity, safety or intended operation of the Works.

8.4 The Customer must not withhold, delay, reduce or set off the Final Payment because:

- a) they are awaiting inspection by a third party;
- b) they have not yet used the pool;
- c) minor defects or touch-ups remain outstanding;
- d) another contractor has not completed separate works;
- e) they dispute matters unrelated to the completed Works; or
- f) they intend to make a future warranty claim,

except where required by applicable law.

8.5 Where minor defects or omissions exist at Practical Completion, Pool Revive Co shall rectify those items within a reasonable timeframe having regard to weather conditions, material availability, scheduling and the nature of the defect. The existence of such items does not affect the Customer's obligation to make Final Payment.

8.6 Where the Customer fails to make Final Payment by the due date, Pool Revive Co may, to the extent permitted by law:

- a) charge interest in accordance with these Terms & Conditions;
- b) recover reasonable debt collection, legal and enforcement costs;
- c) suspend any remaining Works or warranty services until payment has been received in full;
- d) decline to carry out any additional works or Variations; and
- e) exercise any other rights available under the Contract or at law.

8.7 The Customer acknowledges that any workmanship warranty provided by Pool Revive Co shall not commence until all monies owing under the Contract have been paid in full.

8.8 Acceptance, use, filling, chemical treatment or occupation of the pool following Practical Completion does not relieve the Customer of their obligation to pay the Final Payment.

8.9 Pool Revive Co reserves the right to require payment by cleared funds before providing any completion documentation, maintenance guides, warranty documentation or undertaking non-urgent return visits, to the extent permitted by law.

8.10 Ownership of materials supplied and installed by Pool Revive Co shall remain with Pool Revive Co until all amounts owing under the Contract have been paid in full, to the extent permitted by applicable law.

8.11 Payment of the Final Payment shall not prejudice the Customer's rights under any applicable consumer guarantees or any express workmanship warranty provided by Pool Revive Co.

Late Payment and Debt Recovery

9. Late Payment & Debt Recovery

9.1 All invoices issued by Pool Revive Co must be paid on or before the due date specified within the relevant Quotation, tax invoice or Contract.

9.2 A payment shall not be deemed to have been made until the funds have cleared into Pool Revive Co's nominated bank account.

9.3 If the Customer fails to make payment by the due date, Pool Revive Co may, upon providing reasonable notice where appropriate and to the extent permitted by law:

- a) suspend the Works;
- b) refuse to recommence suspended Works until all outstanding amounts have been paid;
- c) postpone future bookings or scheduled Works;
- d) withhold completion documentation, warranty documentation and non-essential after-sales services until payment has been received in full;
- e) cancel any future bookings or Contracts with the Customer; and
- f) exercise any other legal rights available under the Contract or applicable law.

9.4 Pool Revive Co reserves the right to charge interest on overdue amounts at a rate of **10% per annum**, calculated daily from the due date until payment is received in full, to the extent permitted by law.

9.5 The Customer agrees to indemnify Pool Revive Co for all reasonable costs incurred in recovering overdue amounts, including but not limited to:

- a) debt collection agency fees;
- b) solicitor or legal practitioner costs;
- c) court filing fees;
- d) enforcement costs;
- e) process server fees;
- f) skip tracing or location services;
- g) administrative costs reasonably incurred in recovering the debt; and
- h) any other reasonable recovery costs permitted by law.

9.6 Any payments received from the Customer may be applied by Pool Revive Co in any order it reasonably determines, including towards:

- a) recovery costs;
- b) accrued interest;
- c) the oldest outstanding invoice; and
- d) any remaining outstanding balances.

9.7 The Customer shall not withhold, reduce, deduct or set off any payment owing to Pool Revive Co due to:

- a) a dispute regarding unrelated matters;
- b) dissatisfaction with matters outside the Scope of Works;
- c) a pending insurance claim;
- d) delays caused by weather, Variations or circumstances beyond Pool Revive Co's reasonable control; or
- e) any claim against a third party,

except where the Customer is entitled to do so under applicable law.

9.8 If the Customer enters into bankruptcy, liquidation, administration, receivership, insolvency or any arrangement with creditors, or Pool Revive Co reasonably believes the Customer may be unable to meet their financial obligations, Pool Revive Co may immediately suspend or terminate the Contract and require immediate payment of all monies owing, to the extent permitted by law.

9.9 The Customer remains liable for all amounts owing under the Contract regardless of whether the Customer has made or intends to make a claim against an insurer, builder, previous contractor or any other third party.

9.10 Acceptance of a late or partial payment by Pool Revive Co shall not constitute a waiver of any rights under the Contract or at law and shall not prevent Pool Revive Co from recovering the remaining balance, interest or recovery costs.

9.11 Nothing in this clause limits any rights or remedies available to Pool Revive Co under these Terms & Conditions, the Australian Consumer Law or any other applicable legislation.

Cancellation

10. Cancellations

10.1 The Customer may request cancellation of the Contract at any time by providing written notice to Pool Revive Co. A cancellation is not effective until acknowledged in writing by Pool Revive Co.

10.2 If the Customer cancels the Contract before the Works have commenced, Pool Revive Co may retain or recover reasonable costs already incurred, including but not limited to:

- a) administration and project planning;
- b) site inspections;
- c) consultations;
- d) travel expenses;
- e) materials ordered, manufactured or delivered;
- f) supplier cancellation or restocking fees;
- g) freight and delivery charges;
- h) permits or approvals obtained on the Customer's behalf;
- i) labour allocated or booked for the project; and
- j) any other reasonable costs directly arising from the cancellation.

10.3 If the Customer cancels the Contract after the Works have commenced, the Customer shall pay:

- a) the value of all Works completed to the date of cancellation;
- b) all approved Variations completed or commenced;
- c) the cost of all materials purchased, manufactured or allocated to the project;
- d) reasonable costs associated with securing, protecting or making the Site safe;
- e) any reasonable demobilisation, clean-up or disposal costs; and
- f) any other reasonable costs incurred by Pool Revive Co as a direct result of the cancellation.

10.4 Pool Revive Co reserves the right to invoice the Customer immediately for all amounts payable under Clause 10.3, and such amounts shall become due in accordance with the payment terms of the Contract.

10.5 If the Customer requests that the Works be postponed rather than cancelled, Pool Revive Co will make reasonable efforts to accommodate the request but does not guarantee the original commencement or completion dates.

10.6 Where the Customer postpones the Works for more than sixty (60) days after the agreed commencement date, Pool Revive Co reserves the right to:

- a) revise the Contract Price to reflect increases in labour, material, freight or supplier costs;
- b) invoice the Customer for materials already purchased or allocated;
- c) require an additional Deposit before rescheduling the Works; and
- d) allocate the original booking to another customer.

10.7 Pool Revive Co may terminate the Contract by written notice if:

- a) the Customer fails to make any payment when due;
- b) the Customer repeatedly breaches these Terms & Conditions;
- c) the Site becomes unsafe;
- d) the Customer prevents Pool Revive Co from carrying out the Works;
- e) the Customer directs Pool Revive Co to perform work that is unlawful, unsafe or contrary to Australian Standards, manufacturer specifications or applicable legislation;
- f) the Customer becomes insolvent or enters bankruptcy, liquidation, administration or any arrangement with creditors; or
- g) continuing the Contract would expose Pool Revive Co or its workers to an unreasonable risk to health or safety.

10.8 If Pool Revive Co terminates the Contract under Clause 10.7, the Customer remains liable for all amounts owing for:

- a) Works completed;
- b) approved Variations;
- c) materials purchased or committed;
- d) labour performed;
- e) reasonable demobilisation costs; and
- f) any other reasonable costs incurred before termination.

10.9 Pool Revive Co may cancel or postpone the Works where circumstances beyond its reasonable control prevent commencement or completion of the Works, including but not

limited to severe weather, flooding, supplier shortages, equipment failure, illness, Force Majeure Events or unsafe Site conditions. In such circumstances, Pool Revive Co shall not be liable for any indirect or consequential loss arising from the delay or postponement.

10.10 Any refund payable under this clause shall be limited to amounts paid by the Customer less any reasonable costs properly incurred by Pool Revive Co before the cancellation, to the extent permitted by law.

10.11 Nothing in this clause limits the Customer's rights under the Australian Consumer Law or any other rights that cannot lawfully be excluded, restricted or modified.

Customer Responsibilities

11. Customer Responsibilities

11.1 The Customer must ensure they are the legal owner of the property or have the full authority of the property owner to authorise the Works.

11.2 The Customer warrants that all information provided to Pool Revive Co regarding the Site, pool, existing defects, previous repairs and proposed Works is true, accurate and complete.

11.3 The Customer must promptly notify Pool Revive Co of any information that may affect the safe or proper completion of the Works, including but not limited to:

- a) known leaks;
- b) structural cracks;
- c) previous repairs;
- d) pool movement;
- e) plumbing issues;
- f) electrical services;
- g) underground services;
- h) unstable ground conditions;
- i) asbestos or other hazardous materials known to exist on the Site; and
- j) any other condition that may reasonably affect the Works.

11.4 The Customer must provide Pool Revive Co with safe, unrestricted and continuous access to the Site during normal working hours for the duration of the Works.

11.5 The Customer must ensure adequate access for vehicles, trailers, machinery, materials and equipment required to complete the Works.

11.6 The Customer must ensure a suitable supply of electricity and water is available throughout the duration of the Works unless otherwise agreed in writing.

11.7 The Customer must ensure that all pets are securely confined away from the work area at all times.

11.8 The Customer must ensure that children, family members, visitors, tenants, neighbours and any other unauthorised persons do not enter the work area unless expressly authorised by Pool Revive Co.

11.9 The Customer acknowledges that Pool Revive Co may lock gates, secure access points or install temporary barriers during the Works. The Customer must not remove, unlock, interfere with or bypass any safety measure installed by Pool Revive Co without prior approval.

11.10 The Customer must not enter the drained pool or restricted work area without the express permission of Pool Revive Co.

11.11 The Customer must not operate, interfere with or move any tools, machinery, materials, safety equipment, chemicals or partially completed Works belonging to Pool Revive Co.

11.12 The Customer must immediately notify Pool Revive Co if they observe any unsafe condition, damage, vandalism, flooding, storm damage or unauthorised access affecting the Site during the Works.

11.13 The Customer must ensure all vehicles, trailers, boats, outdoor furniture, pot plants and personal belongings are removed from areas reasonably required for access before the scheduled commencement of the Works.

11.14 The Customer is responsible for obtaining all approvals, permissions, consents or permissions from landlords, body corporates, strata companies, property managers or other third parties where required before the Works commence, unless expressly agreed otherwise in writing.

11.15 The Customer must not instruct, direct or permit any third party to alter, repair, interfere with or continue the Works while Pool Revive Co remains engaged under the Contract without the prior written consent of Pool Revive Co.

11.16 The Customer must promptly inspect the Works upon notification of Practical Completion and advise Pool Revive Co of any apparent defects or concerns within seven (7) days. Failure to do so does not affect any rights the Customer may have under the Australian Consumer Law but assists both parties in resolving issues promptly.

11.17 Following Practical Completion, the Customer is responsible for maintaining the pool in accordance with Pool Revive Co's maintenance instructions, including maintaining appropriate water chemistry, water levels and ongoing pool care.

11.18 The Customer shall be responsible for any loss, delay, additional labour or additional costs incurred by Pool Revive Co arising directly from the Customer's failure to comply with this clause. Such costs shall constitute a Variation under these Terms & Conditions.

11.19 The Customer acknowledges that compliance with these responsibilities is essential to ensure the safety of all persons on the Site, protect the integrity of the Works and minimise the risk of damage or delay during the project.

Site Access

12. Site Access

12.1 The Customer must provide Pool Revive Co, its employees, subcontractors, suppliers and authorised representatives with safe, unrestricted and reasonable access to the Site for the purpose of carrying out the Works.

12.2 Access must be available during the agreed working hours for the entire duration of the Works unless otherwise agreed in writing by Pool Revive Co.

12.3 The Customer must ensure all gates, doors, pathways, driveways and access points required to complete the Works remain accessible and free from obstruction.

12.4 The Customer must ensure sufficient access is available for:

- a) work vehicles;
- b) trailers;
- c) delivery vehicles;
- d) machinery;
- e) compressors;
- f) generators;
- g) ladders;
- h) scaffolding where required;
- i) lifting equipment;
- j) waste removal equipment; and
- k) any other equipment reasonably required to complete the Works.

12.5 The Customer must ensure that the Site provides adequate space for the safe storage of materials, equipment and waste generated during the Works.

12.6 Where access to the Site is restricted, delayed or prevented by:

- a) locked gates;
- b) parked vehicles;
- c) neighbouring properties;
- d) pets;

- e) vegetation;
- f) construction by others;
- g) unsafe conditions;
- h) unavailable utilities;
- i) third parties; or
- j) any circumstance beyond the reasonable control of Pool Revive Co,

the Customer shall be responsible for any resulting delay and any reasonable additional costs incurred.

12.7 If Pool Revive Co is unable to commence or continue the Works due to restricted Site access, Pool Revive Co may:

- a) suspend the Works;
- b) reschedule the Works to the next available date;
- c) charge reasonable standby, travel, labour, equipment or remobilisation costs; and
- d) treat any resulting delay as an extension of the estimated completion date.

12.8 The Customer acknowledges that Pool Revive Co may require access to neighbouring areas or temporary use of surrounding land where reasonably necessary to safely complete the Works. Obtaining permission from neighbouring property owners remains the responsibility of the Customer unless otherwise agreed in writing.

12.9 The Customer must ensure that Pool Revive Co has uninterrupted access to the pool, filtration equipment, plant room, pumps, skimmer boxes, return fittings, valves, electrical isolation points (where required), water supply and all other areas reasonably necessary to perform the Works.

12.10 Pool Revive Co may refuse to commence or continue the Works where Site access is considered unsafe due to hazards including, but not limited to:

- a) aggressive animals;
- b) unsafe structures;
- c) exposed electrical hazards;
- d) flooding;
- e) unstable ground;
- f) hazardous materials;

g) unsafe weather conditions; or

h) any other condition that presents an unacceptable risk to health or safety.

12.11 Pool Revive Co will take reasonable care when accessing the Site but shall not be responsible for reasonable wear and tear or minor disturbance to lawns, gardens, driveways, paving or landscaping necessarily arising from normal access, movement of equipment or delivery of materials, provided reasonable care has been exercised.

12.12 The Customer authorises Pool Revive Co to enter the Site as reasonably required to inspect, commence, continue, complete, rectify, warrant or otherwise perform obligations under the Contract.

12.13 Any delay arising from restricted Site access shall constitute an extension of time for Practical Completion and, where additional labour, equipment or costs are incurred, those costs shall constitute a Variation under these Terms & Conditions.

Utilities

13. Utilities

13.1 Unless otherwise agreed in writing, the Customer shall provide Pool Revive Co with continuous access to adequate electricity and potable water at no cost to Pool Revive Co for the duration of the Works.

13.2 The Customer warrants that all electrical installations, power outlets and water supplies provided for use during the Works are safe, functional and comply with all applicable laws and regulations.

13.3 Pool Revive Co reserves the right to refuse to use any electrical outlet, extension lead, water supply or utility that is considered unsafe or unsuitable.

13.4 If electricity or water is unavailable, interrupted or inadequate to carry out the Works, Pool Revive Co may:

- a) suspend the Works until the required utilities are restored;
- b) extend the estimated completion date accordingly;
- c) provide temporary generators, water tanks or other utility solutions where reasonably practicable; and
- d) recover any reasonable additional costs incurred as a Variation.

13.5 Where generators, pumps or other temporary utility equipment are supplied by Pool Revive Co, the Customer shall be responsible for the reasonable costs associated with their hire, transport, operation and fuel unless otherwise stated in the Quotation.

13.6 Pool Revive Co shall not be liable for delays resulting from interruptions to electricity, water supply, telecommunications or other utilities that are beyond its reasonable control.

13.7 The Customer must ensure that all utility services required to complete the Works remain accessible throughout the project and are not disconnected, isolated or altered without first notifying Pool Revive Co.

13.8 If the Customer requests that electricity or water be disconnected during the Works, Pool Revive Co may suspend the Works until the required services are restored, and any resulting delay or additional costs shall constitute a Variation.

13.9 Unless expressly included within the Quotation, the Contract Price does not include:

- a) upgrading electrical installations;
- b) installing additional power outlets;
- c) plumbing modifications to provide water supply;

- d) generator hire;
- e) water cartage;
- f) temporary utility connections; or
- g) utility authority fees or charges.

13.10 The Customer acknowledges that pool renovation works may require significant use of electricity and water, including but not limited to draining, cleaning, pressure washing, grinding, lighting, power tools, pumps, curing processes, refilling and water balancing where applicable. The Customer accepts responsibility for the normal utility consumption associated with the Works unless otherwise agreed in writing.

13.11 Pool Revive Co will take reasonable care to minimise unnecessary utility consumption; however, no guarantee is given regarding the quantity of electricity or water required to safely and professionally complete the Works.

13.12 Any interruption to the Works arising from the Customer's failure to provide suitable utilities shall extend the time for Practical Completion and any additional labour, travel, equipment or remobilisation costs reasonably incurred by Pool Revive Co shall constitute a Variation under these Terms & Conditions.

Pool Area Security & Safety

14. Pool Area Security & Safety

14.1 The Customer acknowledges that the Site becomes an active construction area for the duration of the Works and may contain significant hazards including, but not limited to:

- a) a drained swimming pool;
- b) open excavations;
- c) exposed surfaces;
- d) fibreglass materials;
- e) resins, solvents and other chemicals;
- f) grinding, sanding and cutting equipment;
- g) power tools and machinery;
- h) electrical equipment and extension leads;
- i) compressed air equipment;
- j) pumps and hoses;
- k) sharp materials;
- l) suspended loads; and
- m) other hazards associated with pool renovation works.

14.2 Pool Revive Co reserves the exclusive right to control access to the work area for the duration of the Works.

14.3 Pool Revive Co may, at its sole discretion and where reasonably necessary:

- a) lock or secure pool gates;
- b) install temporary barriers, warning signs or safety devices;
- c) restrict access to all or part of the Site;
- d) isolate hazardous areas; and
- e) implement any additional safety measures considered necessary to protect persons or property.

14.4 The Customer must not remove, alter, unlock, bypass or interfere with any lock, barrier, warning sign, safety device or other protective measure installed by Pool Revive Co without prior written or verbal authorisation.

14.5 The Customer must take all reasonable steps to ensure that children, family members, tenants, visitors, neighbours, delivery drivers, contractors, tradespersons and any other unauthorised persons do not enter the restricted work area.

14.6 Pets must be securely confined away from the work area at all times.

14.7 No person, including the Customer, shall enter the drained pool or restricted work area without the express permission of Pool Revive Co.

14.8 The Customer must not operate, move, relocate or interfere with any equipment, machinery, tools, chemicals, materials, temporary supports, pumps, electrical equipment or partially completed Works belonging to Pool Revive Co.

14.9 The Customer must immediately notify Pool Revive Co if:

- a) any barrier or gate has been opened or damaged;
- b) unauthorised access has occurred;
- c) vandalism or theft has occurred;
- d) flooding, storm damage or any other condition creates a safety risk.

14.10 Where Pool Revive Co reasonably believes that Site safety has been compromised, Pool Revive Co may immediately suspend the Works until the Site has been made safe.

14.11 Any delay or additional costs arising from the Customer's failure to comply with this clause shall constitute a Variation under these Terms & Conditions.

14.12 Pool Revive Co shall not be responsible for any injury, loss or damage arising from the actions of any person who enters the restricted work area without the permission of Pool Revive Co, except to the extent that such liability cannot lawfully be excluded under applicable law.

14.13 The Customer acknowledges that access restrictions implemented by Pool Revive Co are necessary to comply with workplace health and safety obligations and agrees to fully cooperate with all reasonable safety directions given by Pool Revive Co.

14.14 Pool Revive Co reserves the right to refuse entry to any person whose actions or behaviour may compromise the safety of the Site, the Works or any person present.

14.15 The Customer acknowledges that failure to comply with this clause may result in the immediate suspension of the Works until Pool Revive Co is satisfied that the Site can be safely secured. Any resulting delay, remobilisation costs or additional labour required shall be payable by the Customer as a Variation.

14.16 Nothing in this clause limits the Customer's rights under the Australian Consumer Law; however, the Customer acknowledges their responsibility to take reasonable care for the safety of all persons under their control while Pool Revive Co is carrying out the Works.

Draining of the Pool

15. Draining of the Pool

15.1 The Customer acknowledges that draining a swimming pool is an essential part of many pool renovation, resurfacing and repair projects and that the removal of water may expose the pool and surrounding structures to risks beyond the reasonable control of Pool Revive Co.

15.2 The Customer acknowledges that no contractor can guarantee the structural performance or stability of a pool once it has been drained, as this is dependent upon numerous factors that cannot be fully identified or controlled before or during the Works.

15.3 Pool Revive Co will exercise reasonable skill, care and industry best practice when determining whether it is appropriate to drain the pool. However, Pool Revive Co does not warrant or guarantee that draining the pool will not result in movement, damage or delays caused by circumstances beyond its reasonable control.

15.4 The Customer acknowledges that the following risks may arise during or after the pool has been drained, including but not limited to:

- a) hydrostatic pressure;
- b) groundwater pressure;
- c) rising groundwater;
- d) fluctuating water tables;
- e) heavy rainfall;
- f) storms or severe weather events;
- g) flooding;
- h) saturated soil conditions;
- i) drought or drying of surrounding soils;
- j) reactive clay movement;
- k) soil expansion or contraction;
- l) land movement;
- m) ground settlement;
- n) subsidence;
- o) erosion;

- p) structural movement of the pool shell;
- q) distortion or lifting of the pool shell;
- r) cracking of the pool shell;
- s) movement or cracking of coping;
- t) movement or cracking of surrounding paving;
- u) movement of retaining walls;
- v) movement of boundary walls or nearby structures;
- w) concealed construction defects;
- x) deterioration of previously hidden materials;
- y) failure of previous repairs; and
- z) any other latent or unforeseen condition not reasonably identifiable before draining.

15.5 The Customer acknowledges that weather conditions may change rapidly after the pool has been drained and that Pool Revive Co cannot guarantee dry weather, suitable curing conditions or uninterrupted progress of the Works.

15.6 Where Pool Revive Co reasonably determines that weather conditions, groundwater conditions or Site conditions create an unacceptable risk, Pool Revive Co may:

- a) suspend the Works;
- b) postpone resurfacing or repair works;
- c) implement temporary protective measures;
- d) partially refill the pool where reasonably necessary;
- e) install pumps or other temporary equipment; or
- f) take any other reasonable action considered necessary to protect the pool, the Site or surrounding property.

15.7 Any delay arising from weather conditions, groundwater, Site conditions or other circumstances beyond the reasonable control of Pool Revive Co shall constitute an extension of time for Practical Completion and shall not constitute a breach of the Contract.

15.8 Where unforeseen Site conditions require additional labour, materials, equipment or protective measures following the draining of the pool, such work shall constitute a Variation under these Terms & Conditions.

15.9 Unless expressly caused by the negligence or breach of contract of Pool Revive Co, Pool Revive Co shall not be liable for damage, movement, cracking, distortion, delays, additional costs or other loss arising from:

- a) hydrostatic pressure;
- b) groundwater;
- c) soil movement;
- d) subsidence;
- e) structural movement;
- f) severe weather;
- g) flooding;
- h) latent defects;
- i) existing structural weaknesses; or
- j) any other condition beyond the reasonable control of Pool Revive Co.

15.10 The Customer acknowledges that existing cracks, structural weaknesses, previous repairs, construction methods or Site conditions may not become apparent until the pool has been drained and fully inspected.

15.11 Pool Revive Co reserves the right to cease, postpone or modify the Works where continuing would, in its reasonable opinion, create an unacceptable risk to the pool, surrounding property, workers or members of the public.

15.12 The Customer agrees to comply with all directions issued by Pool Revive Co relating to the drained pool, including maintaining restricted access, preserving temporary safety measures and not interfering with the Works.

15.13 The Customer acknowledges that draining a swimming pool involves inherent risks that cannot be completely eliminated despite the exercise of reasonable skill, care and industry best practice by Pool Revive Co.

15.14 Nothing in this clause excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law or any other applicable legislation.

aa) buoyancy, floating or partial lifting of the pool shell resulting from groundwater, hydrostatic pressure or changing ground conditions;

ab) movement, settlement or damage to landscaping, gardens, irrigation systems, external improvements or other surrounding features; and

ac) concealed underground services, plumbing, drainage, electrical infrastructure or other buried utilities that were not reasonably identifiable before the Works commenced.

15.10A The Customer acknowledges that many of the conditions referred to in this clause may not be reasonably visible, discoverable or capable of being identified prior to draining the pool or commencing the Works, despite Pool Revive Co carrying out reasonable inspections and exercising reasonable skill, care and industry best practice.

Existing Conditions

16. Existing Conditions

16.1 The Customer acknowledges that Pool Revive Co prepares its Quotation based on the visible condition of the pool and Site at the time of inspection. Pool Revive Co does not undertake destructive testing, invasive investigations or engineering assessments unless expressly agreed in writing.

16.2 The Customer acknowledges that the true condition of the pool may not become apparent until the pool has been drained, existing coatings removed, grinding, sanding, laminating or other preparatory Works have commenced.

16.3 Pool Revive Co shall not be responsible for any pre-existing defect, deterioration or condition that existed prior to the commencement of the Works, whether known or unknown to the Customer.

16.4 Existing conditions may include, but are not limited to:

- a) structural cracking;
- b) cosmetic cracking;
- c) shell movement or distortion;
- d) subsidence;
- e) ground movement;
- f) hydrostatic damage;
- g) osmosis;
- h) delamination;
- i) blistering;
- j) water ingress;
- k) existing leaks;
- l) plumbing defects;
- m) damaged or deteriorated pipework;
- n) defective skimmer boxes;
- o) damaged return fittings;
- p) damaged hydrostatic valves;

- q) deterioration of fibreglass laminate;
- r) deteriorated gelcoat or existing coatings;
- s) corrosion;
- t) rust staining;
- u) poor water chemistry;
- v) calcium build-up or staining;
- w) structural movement of surrounding paving, coping, retaining walls or landscaping;
- x) deterioration caused by age, weather or environmental exposure;
- y) poor workmanship from previous repairs or renovations; and
- z) any other latent defect or condition existing prior to Pool Revive Co commencing the Works.

16.5 Discovery of any existing condition that was not reasonably identifiable at the time of quoting may require additional labour, materials, equipment or specialist services and shall constitute a Variation under these Terms & Conditions.

16.6 Pool Revive Co will, where reasonably practicable, notify the Customer of any significant existing condition discovered during the Works and provide details of any recommended repairs or additional Works.

16.7 If the Customer declines recommended repairs relating to an existing condition, Pool Revive Co:

- a) may suspend or refuse to continue the Works where the existing condition creates an unacceptable safety risk or may compromise the quality or durability of the completed Works;
- b) shall not be responsible for any defect, failure, deterioration or damage resulting from the Customer's decision not to proceed with the recommended repairs; and
- c) may require the Customer to acknowledge their decision in writing before continuing with any remaining Works.

16.8 Pool Revive Co does not warrant or guarantee the structural integrity, condition or remaining service life of any part of the existing pool that is not repaired, replaced or renovated as part of the contracted Scope of Works.

16.9 The Customer acknowledges that renovation works improve the condition of the areas included within the Scope of Works but do not constitute a complete reconstruction of the swimming pool unless expressly stated within the Contract.

16.10 Pool Revive Co shall not be liable for deterioration, movement, failure or defects arising from existing conditions that were outside the Scope of Works or that could not reasonably have been identified prior to commencement of the Works, except where such liability cannot lawfully be excluded.

16.11 Any estimated project duration, pricing or methodology may be revised where existing conditions materially differ from those reasonably anticipated at the time the Quotation was prepared.

16.12 Nothing in this clause excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law or any other applicable legislation.

Hidden Defects

17. Hidden Defects

17.1 The Customer acknowledges that many defects within a swimming pool cannot be identified during a visual inspection and may only become apparent after the pool has been drained or preparatory Works have commenced.

17.2 Pool Revive Co does not warrant that all defects will be identifiable before the commencement of the Works.

17.3 Hidden defects may include, but are not limited to:

- a) structural cracking;
- b) concealed shell damage;
- c) osmosis;
- d) delamination;
- e) deteriorated or damaged fibreglass laminate;
- f) inadequate laminate thickness;
- g) voids or air pockets within the laminate;
- h) deteriorated gelcoat;
- i) concealed water ingress;
- j) hidden leaks;
- k) defective plumbing concealed beneath or behind the pool shell;
- l) damaged skimmer boxes or return fittings;
- m) hydrostatic pressure damage;
- n) concealed corrosion;
- o) rusted reinforcement or fixings;
- p) previous repairs that do not meet accepted industry standards;
- q) concealed structural movement;
- r) inadequate original construction methods;
- s) deterioration caused by age or environmental exposure;

- t) contaminated or incompatible existing coatings;
- u) damage concealed beneath previous repairs or coatings; and
- v) any other latent defect not reasonably identifiable before commencement of the Works.

17.4 If a Hidden Defect is discovered during the Works, Pool Revive Co will, where reasonably practicable:

- a) cease work in the affected area;
- b) assess the nature and extent of the Hidden Defect;
- c) notify the Customer within a reasonable time;
- d) explain the likely impact on the Scope of Works, Contract Price and estimated completion date; and
- e) provide a Variation where additional work is required.

17.5 The Customer acknowledges that Hidden Defects may:

- a) increase labour requirements;
- b) require additional materials or specialised products;
- c) require additional equipment;
- d) require specialist subcontractors;
- e) alter the repair methodology;
- f) extend the estimated completion date; and
- g) increase the Contract Price.

17.6 Where immediate action is reasonably necessary to:

- a) prevent injury;
- b) protect the safety of persons;
- c) prevent further deterioration of the pool;
- d) protect surrounding property;
- e) stabilise the pool structure; or
- f) comply with legal or workplace health and safety obligations,

Pool Revive Co may undertake the minimum work reasonably necessary to make the Site safe before obtaining the Customer's approval, and the reasonable cost of such work shall constitute a Variation.

17.7 If the Customer declines to approve repairs to a Hidden Defect that Pool Revive Co reasonably considers necessary to safely or properly complete the Works, Pool Revive Co may:

a) suspend the Works;

b) refuse to continue the Works;

c) terminate the Contract in accordance with these Terms & Conditions; or

d) continue only after the Customer has acknowledged in writing that Pool Revive Co shall not be responsible for any resulting defect, damage, reduced lifespan, performance issue or warranty exclusion arising from the unrepaired Hidden Defect.

17.8 Pool Revive Co shall not be liable for any damage, failure, deterioration or loss arising from a Hidden Defect that existed before commencement of the Works, except to the extent caused by the negligence or breach of contract of Pool Revive Co or where liability cannot lawfully be excluded.

17.9 Any additional labour, materials, equipment, specialist services, travel, disposal costs, freight or project delays resulting from a Hidden Defect shall constitute a Variation under these Terms & Conditions.

17.10 The Customer acknowledges that the discovery of Hidden Defects is an inherent risk of pool renovation and repair projects and accepts that Pool Revive Co cannot reasonably identify every Hidden Defect before the Works commence.

17.11 Nothing in this clause excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law or any other applicable legislation.

Weather & Delays

18. Weather & Delays

18.1 The Customer acknowledges that swimming pool renovation, resurfacing and repair works are heavily dependent on suitable weather and environmental conditions. Pool Revive Co will not carry out any work where, in its reasonable opinion, doing so may compromise the quality, safety or durability of the Works.

18.2 Pool Revive Co reserves the right to delay, suspend or reschedule all or part of the Works where weather or environmental conditions are unsuitable, including but not limited to:

- a) rainfall;
- b) thunderstorms;
- c) lightning;
- d) flooding;
- e) strong winds;
- f) excessive humidity;
- g) excessive heat;
- h) low temperatures;
- i) rapid temperature changes;
- j) airborne dust or debris;
- k) smoke or ash;
- l) poor curing conditions;
- m) excessive moisture;
- n) rising groundwater; or
- o) any other environmental condition that may adversely affect the Works.

18.3 The Customer acknowledges that weather forecasts are estimates only and Pool Revive Co cannot guarantee suitable weather conditions before, during or after the Works.

18.4 Pool Revive Co may suspend the Works without notice where weather conditions unexpectedly deteriorate or where continuing the Works would:

- a) create a safety risk;

- b) compromise workmanship;
- c) damage materials or equipment;
- d) damage the pool or surrounding property; or
- e) reduce the quality or lifespan of the completed Works.

18.5 Where the Works are delayed due to weather or environmental conditions, Pool Revive Co shall be entitled to a reasonable extension of time to complete the Works without penalty or liability.

18.6 The Customer acknowledges that project commencement dates, milestone dates and estimated completion dates are estimates only and may change due to:

- a) weather conditions;
- b) Hidden Defects;
- c) Variations;
- d) Site conditions;
- e) material availability;
- f) supplier delays;
- g) equipment breakdown;
- h) illness or injury affecting key personnel;
- i) workplace health and safety requirements;
- j) regulatory requirements;
- k) utility interruptions; or
- l) any other circumstance beyond the reasonable control of Pool Revive Co.

18.7 Pool Revive Co shall not be liable for any direct, indirect, incidental or consequential loss, including loss of use of the pool, accommodation costs, business interruption or inconvenience arising from delays beyond its reasonable control, except where liability cannot lawfully be excluded.

18.8 Where weather or Site conditions require additional protective measures, including but not limited to:

- a) temporary coverings;
- b) tarping;

- c) additional pumping;
- d) water removal;
- e) temporary drainage;
- f) additional drying time;
- g) protective coatings; or
- h) additional Site visits,

the reasonable cost of such measures shall constitute a Variation where they are required due to circumstances beyond Pool Revive Co's reasonable control.

18.9 If the Customer requests that Pool Revive Co proceed with the Works despite Pool Revive Co advising that weather or environmental conditions are unsuitable, Pool Revive Co may refuse to proceed where doing so would compromise safety, workmanship, manufacturer specifications, Australian Standards or the long-term performance of the Works.

18.10 Pool Revive Co shall determine, in its reasonable professional judgment, when weather and environmental conditions are suitable for the commencement, continuation or completion of the Works.

18.11 Any suspension of the Works due to weather shall not constitute abandonment of the Contract or entitle the Customer to terminate the Contract or withhold payment, provided Pool Revive Co resumes the Works within a reasonable time once conditions permit.

18.12 The Customer acknowledges that certain materials used during fibreglass pool renovations require strict curing conditions and that failure to allow appropriate curing times may result in reduced product performance, cosmetic defects or premature failure. Pool Revive Co will not shorten recommended curing periods at the Customer's request where doing so may compromise the quality or integrity of the Works.

18.13 Nothing in this clause excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law or any other applicable legislation.

Fibreglass Materials & Workmanship

19. Fibreglass Materials & Workmanship

19.1 Pool Revive Co will carry out all fibreglass renovation, resurfacing and repair Works using reasonable skill, care and workmanship consistent with accepted industry practices.

19.2 Pool Revive Co reserves the right to determine the most appropriate repair method, application technique, products and materials required to safely and professionally complete the Works.

19.3 Unless otherwise agreed in writing, Pool Revive Co will supply all materials required to complete the contracted Scope of Works.

19.4 Pool Revive Co may substitute equivalent or superior products where:

- a) the specified product becomes unavailable;
- b) the manufacturer discontinues a product;
- c) supply shortages occur;
- d) an equivalent product provides equal or better performance; or
- e) the substitution is necessary to achieve a safe, durable and professional result.

19.5 The Customer acknowledges that fibreglass renovation is a specialised hand-crafted process and that no two pools are identical. Minor cosmetic variations may naturally occur and do not constitute defective workmanship.

19.6 The Customer acknowledges that the completed Works may contain minor variations in:

- a) colour;
- b) gloss level;
- c) texture;
- d) surface appearance;
- e) laminate thickness;
- f) feathered repair areas;
- g) repair outlines that become visible under certain lighting conditions;
- h) transitions between repaired and existing areas; and
- i) other minor aesthetic characteristics consistent with accepted industry standards.

19.7 Pool Revive Co will use reasonable care to blend repairs into the existing pool shell; however, exact colour matching, texture matching and invisibility of repairs cannot be guaranteed.

19.8 Pool Revive Co shall not be responsible for cosmetic differences resulting from:

- a) ageing of the existing pool shell;
- b) ultraviolet exposure;
- c) previous repairs;
- d) existing staining;
- e) mineral deposits;
- f) water chemistry;
- g) manufacturer batch variations;
- h) differing curing conditions; or
- i) existing deterioration outside the Scope of Works.

19.9 Fibreglass materials require appropriate curing times. The Customer must not request or require Pool Revive Co to shorten recommended curing periods where doing so may compromise the integrity, durability or appearance of the Works.

19.10 The Customer acknowledges that newly applied fibreglass laminates, gelcoats, resins and coatings continue to cure after application and that minor changes in appearance may occur during the curing process.

19.11 Pool Revive Co shall not be responsible for damage caused after application by:

- a) premature filling of the pool;
- b) premature use of the pool;
- c) incorrect water chemistry;
- d) impact damage;
- e) abrasive cleaning methods;
- f) misuse;
- g) vandalism;
- h) third-party interference; or
- i) failure to follow Pool Revive Co's written maintenance instructions.

19.12 Pool Revive Co reserves the right to delay any stage of the Works where environmental conditions are unsuitable for the proper application or curing of fibreglass materials.

19.13 The Customer acknowledges that the long-term performance of fibreglass materials depends upon proper maintenance, correct water chemistry, normal use and ongoing care following Practical Completion.

19.14 Pool Revive Co does not warrant the condition, lifespan or structural integrity of any existing material, laminate, substrate or component that is not repaired or replaced as part of the contracted Scope of Works.

19.15 Unless expressly stated otherwise in writing, all materials supplied by Pool Revive Co remain the property of Pool Revive Co until all monies owing under the Contract have been paid in full, to the extent permitted by law.

19.16 Unless expressly stated otherwise in the Quotation, the Contract Price is for the completed Works and does not include ownership of any unused, surplus or excess materials purchased, supplied or brought to the Site by Pool Revive Co.

19.17 All unused, surplus or excess materials, including but not limited to fibreglass, gelcoat, resins, catalysts, fillers, solvents, plumbing components, fittings, adhesives, consumables and any other materials remaining after completion of the Works, shall remain the sole property of Pool Revive Co and may be removed from the Site upon completion of the Works.

19.18 Pool Revive Co is under no obligation to leave unused or surplus materials at the Site unless expressly agreed in writing or separately purchased by the Customer at the applicable retail or agreed price.

19.19 Any materials intentionally left at the Site by Pool Revive Co shall be deemed to have been supplied to the Customer only where the Quotation expressly states that those materials are included in the Contract Price or where the Customer has separately purchased them.

19.20 Nothing in this clause excludes, restricts or modifies any rights or remedies available under the Australian Consumer Law or any other applicable legislation.

Colour, Finish & Appearance

20. Colour, Finish & Appearance

20.1 The Customer acknowledges that Pool Revive Co will use reasonable skill and care to achieve a professional, high-quality finish. Due to the nature of fibreglass pool renovation, resurfacing and repair works, an exact match in colour, texture, gloss or appearance cannot be guaranteed.

20.2 Colours selected by the Customer are based on manufacturer samples, colour charts or previous projects and are intended as a guide only. The final appearance of the completed Works may differ from samples due to factors beyond the reasonable control of Pool Revive Co.

20.3 The Customer acknowledges that the appearance of the finished pool may be affected by numerous factors including, but not limited to:

- a) natural sunlight;
- b) shade;
- c) time of day;
- d) water depth;
- e) water clarity;
- f) pool lighting;
- g) surrounding landscaping;
- h) reflection of the sky;
- i) existing pool shell colour;
- j) previous repairs;
- k) age of the existing pool;
- l) manufacturer batch variations;
- m) curing conditions;
- n) weather conditions during application; and
- o) normal characteristics of fibreglass materials.

20.4 Pool Revive Co cannot guarantee that repaired areas will be completely invisible following completion of the Works.

20.5 Minor variations in colour, texture, gloss, laminate thickness, roller marks, feathered edges, repair transitions or other cosmetic characteristics that are consistent with accepted industry standards do not constitute defective workmanship.

20.6 Newly applied gelcoats, resins and coatings may continue to change slightly in appearance during the curing process. Minor changes in gloss, colour tone or finish during curing are normal and do not constitute a defect.

20.7 The Customer acknowledges that existing stains, mineral deposits, rust marks, calcium deposits, fading, ultraviolet degradation or previous repairs outside the contracted Scope of Works may remain visible or become more noticeable after completion of the Works.

20.8 Pool Revive Co shall not be responsible for aesthetic differences caused by:

- a) ageing of existing materials;
- b) incompatible previous coatings;
- c) existing deterioration;
- d) poor historical water chemistry;
- e) exposure to sunlight;
- f) environmental conditions;
- g) manufacturer product tolerances; or
- h) normal wear and tear occurring after Practical Completion.

20.9 Where only part of a pool is repaired or resurfaced, the Customer acknowledges that colour, gloss and texture differences between the repaired area and the existing pool surface are to be expected and do not constitute defective workmanship.

20.10 Unless expressly included within the Contract, Pool Revive Co does not guarantee that the completed Works will exactly match neighbouring surfaces, previously repaired areas, coping, paving, tiles, existing fibreglass finishes or adjacent structures.

20.11 Cosmetic concerns that do not affect the structural integrity, durability, functionality or intended use of the Works shall not delay Practical Completion or Final Payment.

20.12 The Customer acknowledges that photographs, social media images, brochures, websites and previous projects are provided as examples only and are not an exact representation of the appearance of every completed project.

20.13 Nothing in this clause excludes, restricts or modifies any rights or remedies available to the Customer under the Australian Consumer Law or any other applicable legislation.

Water Chemistry

21. Water Chemistry

21.1 The Customer acknowledges that maintaining correct water chemistry is essential to the appearance, performance, durability and lifespan of the completed Works.

21.2 Unless expressly included within the accepted Quotation, Pool Revive Co is not responsible for the ongoing testing, balancing or maintenance of the pool water following Practical Completion.

21.3 The Customer is responsible for ensuring that the pool water is maintained within the chemical parameters recommended by Pool Revive Co and the relevant product manufacturers at all times following handover.

21.4 The Customer must ensure that all chemicals are introduced gradually and in accordance with the manufacturer's recommendations. Chemicals must never be poured directly onto newly resurfaced or repaired surfaces.

21.5 Unless otherwise instructed by Pool Revive Co in writing, the Customer must not introduce excessive quantities of chlorine, salt, acid or any other pool chemical into the pool immediately following refilling or during any recommended curing period.

21.6 Pool Revive Co may provide written start-up, refilling or water balancing instructions following completion of the Works. The Customer agrees to follow those instructions.

21.7 The Customer acknowledges that failure to maintain correct water chemistry may result in:

- a) staining;
- b) discolouration;
- c) fading;
- d) blistering;
- e) chalking;
- f) surface etching;
- g) loss of gloss;
- h) premature deterioration of coatings;
- i) corrosion of pool equipment;
- j) calcium scale formation;
- k) mineral staining;

l) algae growth; and

m) reduced service life of the completed Works.

21.8 Pool Revive Co shall not be responsible for any damage arising from:

a) incorrect pH levels;

b) excessive chlorine levels;

c) excessive salt concentrations;

d) excessive stabiliser (cyanuric acid) levels;

e) excessive calcium hardness;

f) excessive total alkalinity;

g) metal contamination;

h) bore water staining;

i) iron, copper or manganese staining;

j) failure to adequately circulate or filter the water;

k) failure to regularly test the water;

l) incorrect chemical dosing;

m) use of incompatible chemicals or treatments;

n) failure to maintain the water level;

o) failure to comply with Pool Revive Co's written instructions; or

p) poor pool maintenance following Practical Completion.

21.9 Where Pool Revive Co has been engaged to carry out the initial water balancing following completion of the Works, Pool Revive Co's responsibility is limited to the condition of the water at the time the service is completed. Ongoing water chemistry remains the responsibility of the Customer thereafter.

21.10 Pool Revive Co does not guarantee the quality of the Customer's fill water. Any staining, scaling, discolouration or damage caused by bore water, untreated water, contaminated water or naturally occurring minerals is excluded from the Contract unless expressly agreed otherwise in writing.

21.11 Any warranty provided by Pool Revive Co may be reduced, suspended or rendered void to the extent that damage results from the Customer's failure to maintain appropriate

water chemistry or comply with Pool Revive Co's maintenance instructions, subject to the Australian Consumer Law.

21.12 The Customer agrees to retain water test records, maintenance records and chemical treatment records for the duration of any applicable workmanship warranty and provide them to Pool Revive Co upon reasonable request where a warranty claim relates to the condition of the pool surface.

21.13 Nothing in this clause excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law or any other applicable legislation.

Customer Care After Completion

22. Customer Care After Completion

22.1 Upon Practical Completion, Pool Revive Co will advise the Customer when the pool is ready for refilling, chemical balancing and normal use.

22.2 The Customer must not refill, partially refill or otherwise introduce water into the pool until authorised by Pool Revive Co.

22.3 The Customer must not use the pool until Pool Revive Co has confirmed that the Works have reached the required curing stage and the pool is suitable for normal operation.

22.4 Following Practical Completion, the Customer is responsible for:

- a) maintaining correct water chemistry;
- b) maintaining the recommended water level;
- c) operating the filtration and circulation systems in accordance with manufacturer recommendations;
- d) regularly testing the pool water;
- e) cleaning the pool using methods suitable for fibreglass surfaces;
- f) promptly addressing algae growth, staining or contamination;
- g) maintaining pool equipment not supplied or repaired by Pool Revive Co; and
- h) complying with all written maintenance instructions provided by Pool Revive Co.

22.5 The Customer must not:

- a) use abrasive cleaning products;
- b) use metal brushes or abrasive cleaning equipment;
- c) drag heavy objects across the pool surface;
- d) impact the pool surface with sharp or heavy objects;
- e) introduce incompatible chemicals;
- f) pressure wash the internal pool surface unless approved by Pool Revive Co; or
- g) carry out repairs or alterations to the completed Works without first consulting Pool Revive Co where a workmanship warranty is still applicable.

22.6 The Customer must inspect the completed Works as soon as reasonably practicable following Practical Completion and notify Pool Revive Co in writing of any apparent defect or

concern within seven (7) days. Failure to provide notice does not affect any rights the Customer may have under the Australian Consumer Law.

22.7 If the Customer identifies a potential workmanship issue during the applicable warranty period, the Customer must:

- a) notify Pool Revive Co in writing within a reasonable time after becoming aware of the issue;
- b) provide photographs if reasonably requested;
- c) provide reasonable access to inspect the alleged defect; and
- d) refrain from arranging repairs by another contractor until Pool Revive Co has had a reasonable opportunity to inspect and respond, except where emergency repairs are reasonably necessary to prevent injury or further property damage.

22.8 Pool Revive Co shall be provided with a reasonable opportunity to inspect and, where appropriate, rectify any defect for which it is responsible before the Customer engages another contractor or seeks reimbursement.

22.9 The Customer acknowledges that failure to properly maintain the pool after Practical Completion may contribute to deterioration of the completed Works and may affect any applicable workmanship warranty to the extent permitted by law.

22.10 Routine maintenance, normal wear and tear, seasonal maintenance, water testing, chemical balancing, filter cleaning, equipment servicing and general pool care remain the responsibility of the Customer unless expressly included within the Contract.

22.11 Pool Revive Co may provide maintenance guides, care instructions or product recommendations as a courtesy. The Customer remains responsible for ensuring the ongoing maintenance of their pool is appropriate for their individual circumstances.

22.12 Pool Revive Co shall not be liable for damage arising after Practical Completion due to:

- a) incorrect maintenance;
- b) poor water chemistry;
- c) misuse;
- d) accidental damage;
- e) vandalism;
- f) natural disasters;
- g) modifications carried out by third parties;
- h) failure to promptly address developing maintenance issues; or

i) any cause beyond the reasonable control of Pool Revive Co.

22.13 Nothing in this clause excludes, restricts or modifies any rights or remedies available to the Customer under the Australian Consumer Law or any other applicable legislation.

Warranty

23. Warranty

23.1 Subject to the terms of this Contract, Pool Revive Co provides the following Limited Workmanship Warranties from the date of Practical Completion:

- a) **Five (5) Year Workmanship Warranty** on fibreglass workmanship performed by Pool Revive Co.
- b) **Five (5) Year Structural Workmanship Warranty** on structural fibreglass repairs completed by Pool Revive Co.
- c) **Five (5) Year Adhesion Warranty** on newly applied gelcoat and resurfacing systems installed by Pool Revive Co, subject to normal use and correct maintenance.
- d) **Thirty (30) Day Cosmetic Warranty** covering obvious cosmetic workmanship concerns including finish consistency, visible defects and appearance that should reasonably have been identified following Practical Completion.
- e) **Two (2) Year Installation Warranty** on plumbing components, skimmer boxes and return fittings supplied and installed by Pool Revive Co.
- f) **Five (5) Year Workmanship Warranty** on fibreglass bench seats, fibreglass modifications and structural fibreglass additions installed by Pool Revive Co.
- g) Manufacturer warranties applicable to products supplied by Pool Revive Co remain subject to the terms and conditions of the relevant manufacturer.

23.2 All warranty periods commence on the date of Practical Completion.

23.3 This warranty applies only to the original Customer named in the Contract unless otherwise agreed in writing by Pool Revive Co.

23.4 This warranty applies only after:

- a) the Contract has reached Practical Completion;
- b) all invoices have been paid in full; and
- c) the Customer has complied with these Terms & Conditions and all maintenance instructions provided by Pool Revive Co.

23.5 During the applicable warranty period, Pool Revive Co will, at its sole discretion, inspect any alleged workmanship defect and determine the appropriate remedy.

23.6 Where Pool Revive Co accepts that a valid workmanship defect exists, Pool Revive Co may, at its sole discretion:

- a) repair the affected area;

- b) replace defective workmanship;
- c) re-perform the affected Works; or
- d) provide another reasonable remedy consistent with its obligations under applicable law.

23.7 To make a warranty claim, the Customer must:

- a) notify Pool Revive Co in writing within a reasonable time after becoming aware of the alleged defect;
- b) provide photographs if reasonably requested;
- c) provide reasonable access to inspect the Site; and
- d) allow Pool Revive Co a reasonable opportunity to inspect and rectify the alleged defect before another contractor performs any work.

23.8 Except where emergency work is reasonably necessary to prevent injury or further property damage, the Customer must not engage another contractor to repair the alleged defect before Pool Revive Co has had a reasonable opportunity to inspect and respond to the claim.

23.9 Where another contractor repairs, alters, removes or modifies the Works before Pool Revive Co has been given a reasonable opportunity to inspect the alleged defect, Pool Revive Co may decline the warranty claim to the extent that the inspection, cause of the defect or appropriate remedy has been prejudiced.

23.10 The Customer acknowledges that this warranty covers workmanship performed by Pool Revive Co only and does not constitute a warranty over the entire swimming pool, existing structures or components outside the contracted Scope of Works.

23.11 Nothing in this warranty excludes, restricts or modifies any consumer guarantees, statutory warranties or other rights available under the Australian Consumer Law or any other applicable legislation.

Warranty Exclusions

24. Warranty Exclusions

24.1 The warranties provided by Pool Revive Co apply only to the specific workmanship and services performed by Pool Revive Co and are subject to the exclusions set out in this clause.

24.2 Unless otherwise required by the Australian Consumer Law, Pool Revive Co shall not be responsible for any defect, deterioration, damage, loss or failure arising from:

- a) normal wear and tear;
- b) ageing of the pool;
- c) natural deterioration of materials;
- d) ultraviolet (UV) exposure;
- e) weathering;
- f) fading or colour changes over time;
- g) normal cosmetic ageing;
- h) ground movement;
- i) subsidence;
- j) settlement;
- k) reactive clay movement;
- l) hydrostatic pressure;
- m) rising groundwater;
- n) flooding;
- o) storm damage;
- p) cyclone, hail or lightning;
- q) bushfire;
- r) earthquake or seismic activity;
- s) erosion;
- t) acts of God or other Force Majeure Events;

- u) structural movement of the existing pool shell;
- v) movement of surrounding paving;
- w) movement of coping;
- x) movement of retaining walls;
- y) movement of boundary walls;
- z) structural defects existing prior to commencement of the Works;
- aa) Hidden Defects;
- ab) Existing Conditions;
- ac) poor original construction;
- ad) previous defective repairs;
- ae) previous workmanship by another contractor;
- af) defective plumbing not repaired by Pool Revive Co;
- ag) failure of existing pool equipment;
- ah) movement or failure of underground services;
- ai) water ingress not caused by Pool Revive Co's workmanship;
- aj) incorrect water chemistry;
- ak) excessive chlorine;
- al) excessive salt levels;
- am) incorrect pH;
- an) excessive calcium hardness;
- ao) excessive stabiliser (cyanuric acid);
- ap) metal contamination;
- aq) mineral staining;
- ar) bore water staining;
- as) rust staining;
- at) calcium deposits;

- au) algae growth;
- av) failure to maintain recommended water chemistry;
- aw) failure to follow Pool Revive Co's written maintenance instructions;
- ax) failure to maintain the correct water level;
- ay) neglect or lack of maintenance;
- az) misuse or abuse of the pool;
- ba) accidental damage;
- bb) impact damage;
- bc) vandalism;
- bd) fire;
- be) animal or pest damage;
- bf) tree roots or vegetation;
- bg) pressure washing;
- bh) abrasive cleaning methods;
- bi) abrasive cleaning products;
- bj) unsuitable cleaning equipment;
- bk) use of incompatible chemicals;
- bl) draining or partially draining the pool without the written approval of Pool Revive Co where such approval is required;
- bm) modification, alteration, repair or removal of the Works by any person other than Pool Revive Co;
- bn) failure to provide Pool Revive Co with a reasonable opportunity to inspect and rectify an alleged defect;
- bo) damage caused by another contractor;
- bp) damage caused by pool cleaners, maintenance contractors or service technicians;
- bq) damage resulting from the installation or operation of equipment not supplied or installed by Pool Revive Co;
- br) manufacturer defects in products supplied by third parties;

- bs) manufacturer batch variations;
- bt) cosmetic variations that are consistent with accepted industry standards;
- bu) minor colour, gloss or texture variations;
- bv) repair outlines or feathered edges visible under certain lighting conditions;
- bw) loss of use of the pool;
- bx) business interruption;
- by) accommodation expenses;
- bz) travel costs;
- ca) indirect, consequential, incidental or economic loss; or
- cb) any circumstance beyond the reasonable control of Pool Revive Co.

24.3 The warranty shall not apply where the Customer has failed to:

- a) pay all amounts owing under the Contract;
- b) comply with these Terms & Conditions;
- c) follow Pool Revive Co's written care and maintenance instructions;
- d) properly maintain the completed Works; or
- e) provide Pool Revive Co with reasonable access to inspect or rectify an alleged defect.

24.4 Any repair or rectification carried out by Pool Revive Co under this warranty does not restart or extend the original warranty period unless otherwise agreed in writing.

24.5 Any replacement materials supplied under a valid warranty claim shall be covered only for the remainder of the original warranty period applicable to the Works they replace.

24.6 Pool Revive Co reserves the right to determine, acting reasonably, whether an alleged defect is:

- a) a workmanship defect covered by this warranty;
- b) the result of an excluded circumstance under this clause; or
- c) a matter covered by a manufacturer's warranty.

24.7 Nothing in this clause excludes, restricts or modifies any consumer guarantees, statutory warranties or other rights that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law or any other applicable legislation.

Limitation of Liability

25. Limitation of Liability

25.1 Nothing in these Terms & Conditions excludes, restricts or modifies any consumer guarantees, rights or remedies available to the Customer under the Australian Consumer Law or any other law that cannot lawfully be excluded, restricted or modified.

25.2 Subject to Clause 25.1 and to the maximum extent permitted by law, Pool Revive Co's liability is limited to loss or damage directly arising from its breach of contract or failure to exercise reasonable care and skill in carrying out the contracted Works.

25.3 Pool Revive Co shall not be liable for any defect, damage, delay, deterioration or loss arising from circumstances beyond its reasonable control, including but not limited to:

- a) weather events;
- b) hydrostatic pressure;
- c) groundwater;
- d) subsidence;
- e) ground movement;
- f) Hidden Defects;
- g) Existing Conditions;
- h) structural movement;
- i) latent defects;
- j) Force Majeure Events;
- k) actions or omissions of the Customer;
- l) actions or omissions of third parties; or
- m) any other cause beyond the reasonable control of Pool Revive Co.

25.4 Subject to applicable law, Pool Revive Co shall not be liable for any indirect, consequential, incidental, exemplary or special loss or damage, including but not limited to:

- a) loss of income;
- b) loss of profit;
- c) loss of business opportunity;
- d) loss of rental income;

- e) loss of use of the swimming pool;
- f) accommodation expenses;
- g) travel expenses;
- h) inconvenience;
- i) business interruption;
- j) increased utility costs;
- k) loss of enjoyment; or
- l) any other economic or consequential loss.

25.5 Pool Revive Co shall not be liable for damage to any part of the swimming pool, property or Site that was:

- a) outside the contracted Scope of Works;
- b) affected by Existing Conditions;
- c) affected by Hidden Defects;
- d) previously repaired by another contractor;
- e) structurally unsound prior to commencement of the Works; or
- f) not reasonably capable of inspection before commencement of the Works.

25.6 The Customer acknowledges that swimming pool renovation and resurfacing involve working on an existing structure and that Pool Revive Co cannot guarantee the future structural performance, movement or longevity of components that are not repaired or replaced under the Contract.

25.7 Pool Revive Co shall not be liable for delays in commencing or completing the Works where those delays arise from:

- a) weather;
- b) Variations;
- c) Hidden Defects;
- d) Site conditions;
- e) supplier delays;
- f) material shortages;
- g) equipment breakdown;

- h) utility interruptions;
- i) regulatory requirements;
- j) workplace health and safety requirements; or
- k) any other circumstance beyond Pool Revive Co's reasonable control.

25.8 The Customer acknowledges that any estimated commencement date or completion date provided by Pool Revive Co is an estimate only and does not constitute a guarantee.

25.9 To the maximum extent permitted by law, the total aggregate liability of Pool Revive Co arising from or in connection with the Contract shall not exceed the total amount paid by the Customer under the Contract for the specific Works giving rise to the claim.

25.10 Pool Revive Co shall not be liable for any damage resulting from the Customer's failure to:

- a) maintain correct water chemistry;
- b) follow maintenance instructions;
- c) provide a safe Site;
- d) prevent unauthorised access to the Site;
- e) promptly report apparent defects;
- f) mitigate further damage after becoming aware of a potential issue; or
- g) otherwise comply with these Terms & Conditions.

25.11 Where a claim is made against Pool Revive Co, the Customer must take all reasonable steps to minimise any further loss or damage. Pool Revive Co shall not be liable for additional damage that could reasonably have been prevented by the Customer.

25.12 If any part of this clause is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

25.13 Nothing in this clause limits any liability that cannot lawfully be excluded under the Australian Consumer Law or any other applicable legislation.

Third Party Damage

26. Third Party Damage

26.1 Pool Revive Co shall not be responsible for any damage, defect, deterioration or loss caused by the acts or omissions of any third party before, during or after the Works, except where such damage is directly caused by the negligence or breach of contract of Pool Revive Co.

26.2 For the purposes of this clause, a third party includes, but is not limited to:

a) pool service technicians;

b) pool cleaners;

c) landscapers;

d) builders;

e) electricians;

f) plumbers;

g) concreters;

h) tilers;

i) painters;

j) fencing contractors;

k) earthmoving contractors;

l) delivery drivers;

m) tenants;

n) property managers;

o) neighbours;

p) visitors;

q) family members;

r) children;

s) pets under the control of third parties; and

t) any other person who is not an employee, subcontractor or authorised representative of Pool Revive Co.

26.3 Pool Revive Co shall not be liable for damage resulting from:

- a) unauthorised entry into the work area;
- b) interference with the Works;
- c) movement or removal of equipment, barriers or safety devices;
- d) operation of pumps, valves or pool equipment by unauthorised persons;
- e) modification, repair or alteration of the Works by another contractor;
- f) damage caused during unrelated building or landscaping works;
- g) accidental impact;
- h) vandalism;
- i) theft;
- j) malicious damage; or
- k) failure of work carried out by another contractor.

26.4 Where a third party causes damage to partially completed Works, Pool Revive Co may, upon the Customer's approval, carry out the necessary rectification work. Such work shall constitute a Variation and be charged in accordance with these Terms & Conditions.

26.5 The Customer is responsible for taking reasonable steps to protect the Site from unauthorised access and must immediately notify Pool Revive Co if any third party damages, interferes with or alters the Works during the project.

26.6 Pool Revive Co reserves the right to suspend the Works where third-party interference creates a safety risk or compromises the quality or integrity of the Works. Any resulting delay or additional costs shall constitute a Variation where the interference is not caused by Pool Revive Co.

26.7 If a warranty claim relates to an area that has been repaired, modified or altered by a third party after Practical Completion, Pool Revive Co may decline the claim to the extent that the third-party work has caused, contributed to or prevented proper assessment of the alleged defect.

26.8 Pool Revive Co shall not be liable for damage caused by pool chemicals, equipment, accessories or products supplied, installed or maintained by a third party.

26.9 Where another contractor is engaged to perform work on or near the pool before, during or after Pool Revive Co's Works, the Customer is responsible for coordinating those works to minimise the risk of damage. Pool Revive Co shall not be responsible for delays or defects arising from the actions of another contractor.

26.10 Nothing in this clause excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law or any other applicable legislation.

Acts Beyond Our Control (Force
Majeure)

27. Acts Beyond Our Control (Force Majeure)

27.1 Pool Revive Co shall not be liable for any failure to perform, delay in performing or inability to perform its obligations under the Contract where such failure or delay is caused, directly or indirectly, by a Force Majeure Event.

27.2 For the purposes of these Terms & Conditions, a **Force Majeure Event** includes any event or circumstance beyond the reasonable control of Pool Revive Co, including but not limited to:

- a) severe weather;
- b) heavy rainfall;
- c) storms;
- d) cyclones;
- e) hail;
- f) flooding;
- g) bushfires;
- h) earthquakes;
- i) lightning;
- j) high winds;
- k) extreme temperatures;
- l) excessive humidity;
- m) rising groundwater;
- n) hydrostatic pressure;
- o) land movement;
- p) subsidence;
- q) erosion;
- r) pandemics;

- s) epidemics;
- t) government directions or restrictions;
- u) changes in legislation or regulatory requirements;
- v) industrial disputes or strikes;
- w) labour shortages;
- x) supplier shortages;
- y) manufacturing delays;
- z) transport disruptions;
- aa) fuel shortages;
- ab) utility failures, including electricity, gas, water or telecommunications interruptions;
- ac) equipment breakdown beyond reasonable maintenance expectations;
- ad) theft or vandalism affecting equipment or materials;
- ae) civil unrest;
- af) acts of terrorism;
- ag) war or declared national emergency; or
- ah) any other event beyond the reasonable control of Pool Revive Co.

27.3 If a Force Majeure Event occurs, Pool Revive Co may, acting reasonably:

- a) suspend the Works;
- b) postpone the commencement of the Works;
- c) extend the estimated completion date;
- d) alter the sequence of the Works;
- e) implement temporary protective measures;
- f) secure the Site until it is safe to recommence; or
- g) take any other reasonable action necessary to protect the Works, the Site, persons or property.

27.4 Pool Revive Co shall not be liable for any delay, additional time or inability to complete the Works caused by a Force Majeure Event.

27.5 The Customer acknowledges that any delay resulting from a Force Majeure Event shall automatically extend the time for Practical Completion by the period reasonably required to overcome the effects of the Force Majeure Event, together with any reasonable time required for remobilisation and rescheduling.

27.6 Where Pool Revive Co incurs additional reasonable costs as a direct result of a Force Majeure Event, including but not limited to:

- a) Site protection;
- b) temporary coverings;
- c) pumping or dewatering;
- d) securing partially completed Works;
- e) additional labour;
- f) equipment hire;
- g) transport;
- h) storage of materials;
- i) remobilisation; or
- j) additional Site visits,

such costs shall constitute a Variation under these Terms & Conditions where permitted by law.

27.7 Pool Revive Co will make reasonable efforts to notify the Customer of any significant Force Majeure Event affecting the Works and provide an updated estimated timeframe for recommencement where reasonably practicable.

27.8 If a Force Majeure Event continues for more than ninety (90) consecutive days and prevents the Works from being completed, either party may terminate the Contract by providing written notice to the other party.

27.9 If the Contract is terminated under Clause 27.8, the Customer shall pay Pool Revive Co for:

- a) all Works completed to the date of termination;
- b) approved Variations;
- c) materials purchased or committed to the project;
- d) labour performed;
- e) reasonable demobilisation and Site protection costs; and

f) any other reasonable costs incurred before termination.

27.10 Nothing in this clause relieves the Customer of the obligation to pay for Works already completed or costs properly incurred before the Force Majeure Event occurred.

27.11 Nothing in this clause excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law or any other applicable legislation.

Suspension of Works

28. Suspension of Works

28.1 Pool Revive Co reserves the right to suspend all or part of the Works where it reasonably considers that suspension is necessary to protect the safety of persons, preserve the quality of the Works, prevent damage to the Site or comply with legal obligations.

28.2 Without limiting Clause 28.1, Pool Revive Co may suspend the Works where:

- a) the Customer fails to make any payment when due;
- b) the Customer fails to pay an approved Variation;
- c) Site access is unavailable or restricted;
- d) the Site becomes unsafe;
- e) severe weather or environmental conditions make it unsafe or unsuitable to continue the Works;
- f) Hidden Defects or Existing Conditions require further assessment;
- g) groundwater, hydrostatic pressure or Site movement creates an unacceptable risk;
- h) utilities required to complete the Works are unavailable;
- i) the Customer, occupants or third parties interfere with the Works;
- j) the Customer fails to comply with these Terms & Conditions;
- k) materials, products or equipment become unavailable through circumstances beyond the reasonable control of Pool Revive Co;
- l) Pool Revive Co is required to comply with workplace health and safety obligations, manufacturer specifications, Australian Standards or any applicable law; or
- m) any other circumstance arises that, in the reasonable opinion of Pool Revive Co, prevents the safe or proper completion of the Works.

28.3 Pool Revive Co will, where reasonably practicable, notify the Customer of the reason for the suspension and the circumstances that must be addressed before the Works can recommence.

28.4 During any period of suspension, Pool Revive Co may take all reasonable steps necessary to protect:

- a) the pool;
- b) partially completed Works;

- c) materials;
- d) equipment;
- e) the Site; and
- f) surrounding property.

28.5 The Customer must not interfere with, alter, remove or attempt to complete any partially completed Works during a suspension without the prior written consent of Pool Revive Co.

28.6 Any delay resulting from a suspension under this clause shall extend the time for Practical Completion by the period of the suspension together with any reasonable time required to remobilise labour, equipment, subcontractors and materials.

28.7 Where the suspension results from:

- a) the Customer's actions or omissions;
- b) restricted Site access;
- c) non-payment;
- d) failure to provide utilities;
- e) interference by the Customer or third parties; or
- f) any other circumstance for which the Customer is responsible,

the Customer shall be liable for all reasonable additional costs incurred by Pool Revive Co, including but not limited to:

- i) remobilisation costs;
- ii) additional labour;
- iii) transport costs;
- iv) equipment hire;
- v) storage costs;
- vi) material handling;
- vii) administration costs; and
- viii) additional Site visits.

Such costs shall constitute a Variation under these Terms & Conditions.

28.8 If the reason for suspension is not remedied within thirty (30) days after written notice has been given, Pool Revive Co may terminate the Contract in accordance with these Terms & Conditions and recover all amounts properly owing under the Contract.

28.9 Pool Revive Co shall not be liable for any direct, indirect, incidental or consequential loss arising from a suspension of the Works where the suspension is authorised under these Terms & Conditions or otherwise permitted by law.

28.10 Nothing in this clause excludes, restricts or modifies any rights or remedies available to either party under the Australian Consumer Law or any other applicable legislation.

Completion & Handover

29. Completion & Handover

29.1 Pool Revive Co shall notify the Customer when the Works have reached Practical Completion.

29.2 Practical Completion shall occur when, in the reasonable opinion of Pool Revive Co, the contracted Works have been substantially completed and are fit for their intended purpose, notwithstanding the existence of minor defects or omissions that do not materially affect the structural integrity, functionality, safety or intended use of the Works.

29.3 Upon notification of Practical Completion, the Customer must inspect the Works within seven (7) calendar days or such other period agreed in writing.

29.4 If the Customer does not inspect the Works within the period specified in Clause 29.3, the Works shall be deemed to have been accepted, subject to the Customer's rights under the Australian Consumer Law.

29.5 The existence of minor cosmetic defects, touch-ups, cleaning requirements, punch list items or minor omissions shall not delay:

- a) Practical Completion;
- b) Final Payment; or
- c) Handover,

provided such items do not materially affect the safety, structural integrity or intended use of the Works.

29.6 Upon Handover, Pool Revive Co may provide the Customer with documentation including, where applicable:

- a) final tax invoice;
- b) workmanship warranty information;
- c) manufacturer warranty information;
- d) maintenance and care instructions;
- e) refilling instructions;
- f) water chemistry guidelines; and
- g) any other documents relevant to the completed Works.

29.7 The Customer acknowledges that it is their responsibility to read and comply with all maintenance, operating and care instructions provided by Pool Revive Co.

29.8 The Customer must not refill, chemically balance or use the pool until authorised by Pool Revive Co and in accordance with any curing periods or written instructions provided.

29.9 Pool Revive Co reserves the right to postpone Handover where curing periods have not been completed or where environmental conditions require additional curing time to achieve a proper finish.

29.10 Ownership of the completed Works passes to the Customer upon Practical Completion, however ownership of any materials supplied by Pool Revive Co remains subject to Clause 8.10 (Retention of Title) until all monies owing under the Contract have been paid in full, to the extent permitted by law.

29.11 Any defects or concerns identified during the inspection shall be recorded and assessed by Pool Revive Co. Where Pool Revive Co accepts responsibility for those items, they will be rectified within a reasonable timeframe having regard to weather conditions, material availability and scheduling.

29.12 Acceptance of Handover does not limit or remove any applicable workmanship warranty or any consumer guarantees available under the Australian Consumer Law.

29.13 Following Handover, the Customer assumes responsibility for:

- a) maintaining correct water chemistry;
- b) routine pool maintenance;
- c) operation of filtration and pool equipment;
- d) protecting the completed Works from damage; and
- e) complying with Pool Revive Co's maintenance instructions.

29.14 Pool Revive Co shall not be responsible for deterioration, staining, damage or defects arising after Handover due to incorrect maintenance, misuse, third-party interference, poor water chemistry or any other cause beyond the reasonable control of Pool Revive Co.

29.15 Nothing in this clause excludes, restricts or modifies any rights or remedies available under the Australian Consumer Law or any other applicable legislation.

Photography

30. Photography

30.1 Unless the Customer notifies Pool Revive Co in writing before the commencement of the Works, the Customer grants Pool Revive Co permission to photograph and record the Works before, during and after completion.

30.2 Photographs and recordings may include, but are not limited to:

- a) the swimming pool;
- b) the pool shell;
- c) repair areas;
- d) resurfacing works;
- e) equipment;
- f) construction methods;
- g) completed Works; and
- h) surrounding areas where reasonably necessary to document the project.

30.3 Pool Revive Co may use photographs and recordings for legitimate business purposes including:

- a) quality assurance;
- b) project documentation;
- c) insurance purposes;
- d) warranty records;
- e) staff training;
- f) internal business records;
- g) quotations;
- h) dispute resolution;
- i) website content;
- j) social media;
- k) advertising;

- l) printed marketing material;
- m) portfolios;
- n) industry awards; and
- o) any other lawful promotional or business purpose.

30.4 Pool Revive Co will make reasonable efforts not to identify the Customer personally in marketing material unless the Customer has provided separate written consent.

30.5 Unless otherwise agreed in writing, Pool Revive Co will not intentionally publish:

- a) the Customer's full name;
- b) telephone number;
- c) email address;
- d) financial information; or
- e) any other personal information that is protected by applicable privacy laws.

30.6 The Customer acknowledges that surrounding buildings, landscaping or neighbouring properties may incidentally appear in photographs where reasonably necessary to document the Works.

30.7 The Customer may withdraw consent for marketing use of photographs at any time by providing written notice to Pool Revive Co. Such withdrawal shall not require Pool Revive Co to remove photographs already published in printed material, completed advertising campaigns or other material that cannot reasonably be withdrawn.

30.8 Withdrawal of consent under Clause 30.7 does not affect Pool Revive Co's right to retain and use photographs for:

- a) warranty records;
- b) insurance purposes;
- c) legal proceedings;
- d) dispute resolution;
- e) internal business records;
- f) quality assurance; or
- g) compliance with legal obligations.

30.9 Copyright in all photographs, videos and other recordings taken by Pool Revive Co remains the property of Pool Revive Co unless otherwise agreed in writing.

30.10 The Customer must not reproduce, alter, remove branding from or commercially use photographs or videos created by Pool Revive Co without Pool Revive Co's prior written consent.

30.11 Nothing in this clause limits Pool Revive Co's obligations under the **Privacy Act 1988 (Cth)** or any other applicable privacy legislation.

30.12 Nothing in this clause excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded, restricted or modified under applicable law.

Privacy

31. Privacy

31.1 Pool Revive Co is committed to protecting the privacy of its Customers and handling personal information in accordance with the **Privacy Act 1988 (Cth)** and the **Australian Privacy Principles (APPs)**, where applicable.

31.2 The Customer authorises Pool Revive Co to collect, use, store and disclose personal information that is reasonably necessary to:

- a) prepare Quotations;
- b) administer the Contract;
- c) communicate with the Customer;
- d) perform the Works;
- e) arrange deliveries and suppliers;
- f) process payments;
- g) issue invoices;
- h) administer warranties;
- i) respond to enquiries;
- j) resolve disputes;
- k) comply with legal obligations; and
- l) operate and improve Pool Revive Co's business.

31.3 Personal information collected by Pool Revive Co may include:

- a) the Customer's name;
- b) residential or business address;
- c) postal address;
- d) telephone number;
- e) email address;
- f) property details relevant to the Works;
- g) payment information;

- h) photographs relating to the Works;
- i) correspondence between the parties; and
- j) any other information reasonably required to provide the contracted services.

31.4 Pool Revive Co may disclose personal information where reasonably necessary to:

- a) employees;
- b) subcontractors;
- c) suppliers;
- d) manufacturers;
- e) delivery providers;
- f) insurers;
- g) accountants;
- h) legal advisers;
- i) debt recovery agencies;
- j) government authorities where required by law; and
- k) other service providers engaged by Pool Revive Co to assist in providing the Works.

31.5 Pool Revive Co will take reasonable steps to protect personal information from misuse, interference, loss, unauthorised access, modification or disclosure.

31.6 The Customer acknowledges that communications by telephone, email, SMS or other electronic means may not always be completely secure. Pool Revive Co will take reasonable precautions but cannot guarantee the security of electronic communications.

31.7 The Customer may request access to, or correction of, their personal information held by Pool Revive Co by making a written request. Pool Revive Co will respond within a reasonable time, subject to any lawful exceptions.

31.8 Pool Revive Co will retain personal information only for as long as reasonably necessary to fulfil its legal, contractual, insurance, taxation, warranty and business record-keeping obligations.

31.9 Pool Revive Co may retain photographs, Contracts, invoices, warranty records, correspondence and project documentation after completion of the Works for warranty administration, insurance purposes, legal compliance and legitimate business record keeping.

31.10 The Customer consents to Pool Revive Co contacting them after completion of the Works regarding:

- a) warranty matters;
- b) maintenance recommendations;
- c) outstanding accounts;
- d) customer satisfaction;
- e) future services; or
- f) other matters reasonably connected with the Works,

unless the Customer requests otherwise in writing.

31.11 Pool Revive Co will not sell, rent or knowingly disclose the Customer's personal information to unrelated third parties for their independent marketing purposes without the Customer's consent, unless required or authorised by law.

31.12 Nothing in this clause excludes, restricts or modifies any rights or obligations arising under the Privacy Act 1988 (Cth), the Australian Consumer Law or any other applicable legislation.

Dispute Resolution

32. Dispute Resolution

32.1 If a dispute arises out of or in connection with the Contract, the parties agree to act in good faith and use reasonable endeavours to resolve the dispute promptly, fairly and cooperatively before commencing legal proceedings, except where urgent interlocutory or injunctive relief is required.

32.2 A party claiming that a dispute exists must provide written notice to the other party setting out:

- a) the nature of the dispute;
- b) the relevant facts;
- c) any supporting documents; and
- d) the outcome sought.

32.3 Within fourteen (14) calendar days of receiving the notice, the parties agree to communicate in good faith and attempt to resolve the dispute through discussion and negotiation.

32.4 If the dispute is not resolved within twenty-eight (28) calendar days after the written notice is received, either party may request that the dispute be referred to mediation conducted by an independent mediator agreed upon by both parties.

32.5 If the parties cannot agree on the appointment of a mediator within fourteen (14) calendar days, either party may request that an appropriately qualified mediator be appointed by a recognised mediation body or another independent appointing authority.

32.6 Unless otherwise agreed, the costs of mediation shall be shared equally by the parties. Each party shall bear its own legal, professional and preparation costs associated with the mediation.

32.7 During the dispute resolution process, the parties must continue to perform their respective obligations under the Contract to the extent reasonably practicable, including:

- a) Pool Revive Co continuing the Works where it is safe and reasonable to do so; and
- b) the Customer continuing to make payments that are not genuinely disputed.

32.8 Nothing in this clause prevents Pool Revive Co from:

- a) suspending the Works in accordance with these Terms & Conditions;
- b) recovering overdue payments;
- c) commencing debt recovery proceedings;

d) enforcing security or contractual rights; or

e) seeking urgent interlocutory or injunctive relief where necessary to protect its legal rights.

32.9 Before making a warranty claim or alleging defective workmanship, the Customer must provide Pool Revive Co with a reasonable opportunity to inspect the Works and, where appropriate, rectify any defect for which Pool Revive Co is responsible.

32.10 Neither party shall make false, misleading or defamatory public statements regarding the dispute while genuine dispute resolution is ongoing. This clause does not prevent either party from making statements required by law, to insurers, legal advisers, government authorities or during legal proceedings.

32.11 If mediation is unsuccessful, either party may commence proceedings before a court or tribunal of competent jurisdiction in accordance with Clause 33 (Governing Law).

32.12 Nothing in this clause excludes, restricts or modifies any rights or remedies available under the Australian Consumer Law or any other applicable legislation, including the Customer's right to make a complaint to the appropriate regulatory authority or tribunal.

Governing Law

33. Governing Law

33.1 These Terms & Conditions, the Contract and any dispute arising out of or in connection with them shall be governed by and construed in accordance with the laws of the State of Western Australia and the laws of the Commonwealth of Australia applicable in Western Australia.

33.2 The parties irrevocably submit to the non-exclusive jurisdiction of the courts and tribunals of Western Australia in relation to any dispute arising out of or in connection with the Contract.

33.3 Where a dispute falls within the jurisdiction of a specialist tribunal or regulatory authority, including the Magistrates Court of Western Australia or any other court or tribunal of competent jurisdiction, the parties agree that the matter may be determined by that court or tribunal in accordance with applicable legislation.

33.4 If any provision of these Terms & Conditions is found by a court or tribunal of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall be severed only to the extent necessary, and the remaining provisions shall remain valid, enforceable and continue in full force and effect.

33.5 A failure or delay by Pool Revive Co in exercising any right, power or remedy under the Contract or at law shall not operate as a waiver of that right, power or remedy.

33.6 Any waiver by Pool Revive Co of a breach of these Terms & Conditions shall be effective only if made in writing and shall not constitute a waiver of any subsequent breach.

33.7 The rights, powers and remedies available to Pool Revive Co under these Terms & Conditions are cumulative and are in addition to any rights or remedies available under statute, common law or equity.

33.8 Nothing contained within these Terms & Conditions is intended to exclude, restrict or modify any consumer guarantees, statutory rights or remedies that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law or any other applicable legislation.

33.9 These Terms & Conditions constitute the entire agreement between Pool Revive Co and the Customer in relation to the Works and supersede all previous quotations, negotiations, representations, discussions and agreements relating to the subject matter of the Contract, except where expressly agreed in writing.

33.10 These Terms & Conditions shall be binding upon and enure to the benefit of the parties and their respective successors, permitted assigns, executors and legal representatives.

Customer Acknowledgement

34. Customer Acknowledgement

34.1 By signing the Quotation, accepting the Quotation electronically, paying the Deposit, instructing Pool Revive Co to commence the Works or otherwise accepting the Contract in accordance with these Terms & Conditions, the Customer acknowledges and agrees that they:

- a) have read these Terms & Conditions in full;
- b) understand these Terms & Conditions;
- c) have been given sufficient opportunity to ask questions or obtain independent legal, financial or technical advice before accepting the Contract;
- d) accept these Terms & Conditions in their entirety;
- e) are the legal owner of the property or have full authority to authorise the Works;
- f) understand the Scope of Works, inclusions, exclusions and pricing contained within the Quotation;
- g) acknowledge that swimming pool renovation, resurfacing and repair works involve inherent risks that cannot be completely eliminated, including risks associated with draining a swimming pool, weather, hydrostatic pressure, groundwater, soil movement, Hidden Defects and Existing Conditions;
- h) understand that estimated commencement dates and completion dates are estimates only and may change due to circumstances beyond the reasonable control of Pool Revive Co;
- i) understand their responsibilities regarding Site access, safety, pool security, water chemistry, maintenance and payment obligations;
- j) acknowledge that they have received, or will receive upon completion where applicable, all relevant care, maintenance and warranty information relating to the Works;
- k) understand that failure to comply with these Terms & Conditions may affect applicable warranties to the extent permitted by law; and
- l) agree to be legally bound by the Contract and these Terms & Conditions.

34.2 The Customer acknowledges that they have not relied upon any statement, promise, representation or warranty made by Pool Revive Co other than those expressly contained within the Contract or required by law.

34.3 The Customer acknowledges that no verbal statement, estimate, opinion or discussion shall vary these Terms & Conditions unless confirmed in writing by Pool Revive Co.

34.4 The Customer confirms that all information provided to Pool Revive Co is true, complete and accurate to the best of their knowledge.

34.5 If the Customer is signing on behalf of a company, trust, partnership or other legal entity, the person signing warrants that they have full authority to bind that entity to these Terms & Conditions.

34.6 Electronic signatures, digital acceptance and electronic communications shall have the same legal effect as handwritten signatures to the extent permitted by applicable law.

34.7 These Terms & Conditions, together with the accepted Quotation, approved Variations and any documents expressly incorporated by reference, constitute the entire agreement between Pool Revive Co and the Customer.

Customer Acceptance

Customer Name: _____

Property Address: _____

Quotation Number: _____

Customer Signature: _____

Print Name: _____

Date: ____ / ____ / ____

For Pool Revive Co

Authorised Representative: _____

Signature: _____

Date: ____ / ____ / ____