

STANDARD TERMS & CONDITIONS. For Poolworks Ltd & aQuacare UK

About Us

Poolworks & aQuacare u.k are dedicated to your satisfaction. Our business relies entirely on word of mouth. Our long term future relies on our continuing association. We are dedicated to maintaining this good balance, as well as our continued support for the environment.

If you have any suggestions or comments please email us at info@poolworks.co.uk.

We also have our support line for you to call, 01634 314395 and our company director is available on 07970024631.

Our Contact details:

Poolworks Ltd & aQuacare(TA)
89 Napier Road Gillingham Kent ME7 4HH United Kingdom
Phone:01634 314395 Fax 01634 314395
VAT is charged at 17.5% Our VAT No. is 876 2121 23

ALTERATIONS - Poolworks Ltd and aQuacare u.k reserves the right at any time to revise its prices, terms and conditions, or the details given on its web site without notice. All orders for products and services are subject to availability and Poolworks Ltd reserves the right to refuse to supply to any individual or company for whatever reason. No reason has to be given.

In this document Poolworks, aQuacare, us, we etc relates to our staff and their representatives.

In this document the client, customer, you, your etc relates to the individual customer or a company who has ordered goods or works, or the person who is responsible for the ordering of goods or works as a representative of a company. This includes maintenance staff, management, domestic clients and their representatives and it is their responsibility to ensure adequate available funds before commencement of goods and works orders. All orders to be in writing.

Making A Purchase

If we process online transactions they are via Secure Servers; this may from time to time mean that we have to contact you directly if there is a problem, or any extra charges that may be applicable. So please ensure you leave us your best contact information during working hours.

If you wish to send us payment by any other means, please contact us via email info@poolworks.co.uk, and we will liaise with you to complete your purchase, or simply send us your order with either a postal order or cheque. Please make all cheques payable to: John Bennett for aQuacare or to Poolworks. For Poolworks Ltd. The invoice will clearly define payment terms.

Generally all items are shipped via carriers and this is a next working day service Monday to Friday, Saturday & Sunday are usually non-delivery days by courier or post, but we reserve the right to deliver, as required, from our own company transport. Will be subject to prior agreement.

Excess Shipping charges may apply for certain items especially non stock items, and this will be calculated according to size & weight, specific items including filter sand already have extra carriage built in to the pricing structure, but will still incur £5.99 charge if below our minimum order value. If delivery is attempted 3 times by our carriers, and delivery has failed, the goods will be returned to us, and an additional charge will apply for re-delivery. If you decide you no longer require the goods after a failed delivery attempt, there will be a minimum £50 administration charge deducted from any refund to cover shipping & handling, and up to a 50% restock charge for the goods.

All off-shore or European delivery services are offered at the standard rate for each zone as displayed on our website plus any additional weight charges if they apply to the products once ordered. We will always contact you to inform you of any variation to the shipping costs, before proceeding with your order.

PLEASE CHECK YOUR DELIVERY

It is ALWAYS best to sign for your delivery as UNCHECKED or make sure you check your delivery BEFORE you sign for it as being received ok.

If you are unable to check your delivery before signing for it, sign for your delivery as UNCHECKED or if the package is damaged in anyway, no matter how small, please sign for it stating DAMAGED. We CANNOT CLAIM from our carriers for any damaged items that have not been signed for as DAMAGED.

If you sign for a delivery which you find at a later date is damaged, our carriers WILL NOT accept liability and you may be charged for the damaged items if we cannot claim from the carriers, In this case a delivery charge for replacement items WILL be made.

By completing your order you agree to abide by these instructions to check your delivery and sign for it accordingly as either OK, UNCHECKED or DAMAGED. If you have signed for your goods as DAMAGED you must notify us by telephone within 7 days of the original delivery date. This communication must also be backed up in writing via recorded delivery within the same 7 days. Once we have been notified of the damaged goods, you will be given a specific reference number.

Delivery

We will always try to deliver your order right away, but please make sure your address details are correct and if you know you are not going to be at the delivery point, please leave us instructions to finalise the delivery, we normally arrange to dispatch goods up to 2 pm each working day.

Please ensure you check your goods before signing for them in good condition as failure to do so will limit any claims for carrier damage. This is especially important with fragile foods, and heavier items such as Pool heaters, Dehumidifiers, Liners & Pumps.

If you live in a rural area or you generally have difficulty with home deliveries, you can always specify your place of work to receive your delivery. If you know that there is restricted access for deliveries, please inform us, so that we can pass these restrictions on to our Carrier. The more information we have ensures we maintain our delivery schedule, and your expectations. **CONTINUED**

Orders If your item is not in stock, we will back order for you. You will always be emailed with the option to cancel your order if you would rather not wait.

VAT For orders made from the UK or the European Union, 17.5% VAT is not included on the price list but will be included on your invoice.

Payment Security We process all online transactions via Secure Servers; this may from time to time mean that we have to contact you directly if there is a problem, or any extra charges that may be applicable. So please ensure you leave us your best contact information during working hours.

Guarantee We will do our best to guarantee your satisfaction.
All of our products, except specially ordered items or items outlined in our returns policy, quotations or estimates come with a 7 day no quibble guarantee. All Aquamatic units are return to base for 12 months after purchase and all manufacturers' terms warranties and conditions apply. These are available in writing on request.

Reaching Us If you need to reach us, please email us on info@poolworks.co.uk, alternatively, you can call on 01634 314395 or 07970024631.

Privacy Policy Poolworks & aQuacare (TA) do not disclose buyers' information to third parties. Cookies are used on the shopping site to keep track of the contents of your shopping cart once you have selected an item, to store delivery addresses if the address book is used and to store your details if you select the 'Remember Me' Option. Data collected by this site is used to:

- a. Take and fulfil customer orders
- b. Administer and enhance the site and service
- c. Only disclose information to third-parties for goods delivery purposes

Environmental and Waste Policy

You may request our environmental statement, our sponsorship details, or charity policy in writing.
If you wish to apply for any of our annual charity budget, help or advice contact us by email, fax or telephone.
We review all applications bi-annually.

Returns Policy

You may cancel your order by giving us notice of cancellation within 7 days of the date of order, collection or delivery, exclusion's to this policy are above ground pools, Spas, D.I.Y Pool Kits, Coping Stones, Gas/Oil Boilers, Pool Liners or any other specifically special orders, these will incur a minimum 50% restocking charge. Such notice may be given by mailing, faxing or emailing to the number or address set out on the order form. If you are cancelling because of any problem with the goods, please notify us of the problem at the time of cancellation. Non returned goods or special orders require 100% restock charge once the order is placed with the supplier. If you are not sure that you require your order please check with our office.

At our discretion we may accept goods returned to use unwanted outside of the 7 days, but no more than 28 days from the date of purchase, but these goods will be subject to a minimum 50% restocking charge, subject to the condition of the returned goods. Used or poor condition goods are chargeable at 100%.

On cancellation, you must return the goods to us at your cost and in original condition including the product packaging, all electrical goods must be returned un-opened, un-used as we cannot warranty any electrical goods which may have been damaged due to use. If the goods are being returned because they are faulty, incorrect goods or because of unsuitable substitution by us, in which case we will meet the cost of return but we ask that you allow us to nominate the carrier.

If you have notified us of a problem with the goods, we will (at your option) either make good any shortage or non-delivery; replace or repair any goods that are damaged or defective upon delivery; or refund to you the amount paid by you for the goods in question. We will not be liable to you for any loss of profits, administrative inconvenience, disappointment, indirect or consequential loss or damage arising out of any problem in relation to the goods and we shall have no liability to pay any money to you by way of compensation other than any refund we make under these conditions. This does not affect your statutory rights as a consumer, nor is it intended to exclude our liability to you for fraudulent misrepresentation or for death or personal injury resulting from our negligence.

If you instruct us to leave your goods without signature, i.e. an unattended delivery, the responsibility falls on you to ensure a safe delivery site. We will not be held responsible for lost items if your delivery instructions have been passed to our carrier. For all above ground pools especially wooden pools, we require that you ensure an able bodied person meet and assist with the delivery.

All dimensions displayed for each product are meant as a guide only, and if you require exact measurements, please contact us via post, telephone, fax or email. Above ground pools, in particular Splasher/quick up pools can vary slightly in size to that shown, as these sizes are meant as a general overall guide to the size of the pool. Water depths can vary; depending on the level you fill the pool. Diving is strictly prohibited in above ground pools. All pumps & electrical heating devices should always be switched off when using Above Ground Pools to remove the risk of electric shock. All Pumps & electric heaters should be located at least 2 metres away from the waters edge, or be secured in a locked, waterproof enclosure.

If you have any suggestions or comments please email us at info@poolworks.co.uk.
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Construction Service & Maintenance

We have the right to refuse entry to your property in the event of roaming animals, or for any other reason related to the safety or wellbeing of any of our personnel. That includes deliveries, maintenance, construction works, design and emergency call out. No verbal reason has to be given but a formal letter will be sent within 14 days notifying you if this problem should occur. There may be a call out charge payable if the personnel cannot gain access for any reason, and details of this charge will be included in the formal letter. These charges are available on request.

No entry will be made to the property unless the client or representative is on site, unless agreed in writing. It is the clients responsibility to ensure security of their property at all times. Poolworks, Aquacare their staff and management accept no responsibility for security at any premises and DO NOT require access to any area other than the site that work is being carried out. For longer projects, pool builds etc an area for site facilities including porta-loos etc is to be provided unless by prior agreement. During construction works access to ALL other than works staff is strictly prohibited. The area will be separated from the client by fencing, security barrier, locked access doors etc for the duration of the works. NO children, pets, and site visits are allowed. The client can enter this area by pre-arranged agreement. All entry to works areas are strictly at the clients own risk. ALL clients' keys security codes etc left with our offices will be kept without written record. This will prevent labelling of client's keys, security details etc in the event of loss. No replacement charge for keys will be levied to the company, and keys are supplied strictly at the client's own risk. Any loss or interruption of power during pool service works, is entirely at the clients own risk. We would always require a responsible adult or representative to be present at ALL times during work or maintenance visits. Any work to property where minors only are present will NOT be permitted. This will be classed as a refusal to gain entry and a charge may be levied. A works sheet or job sheet will be completed after every task, which will require signature. This is in the event of dispute or non payment. Unless agreed in writing there must be a responsible person on site to sign this document. No responsible person on site will be classed as a refusal to gain entry and a charge may be levied.

Acceptance of our estimates and quotations is our binding agreement, and Only our terms and conditions apply. Your own terms and conditions are not included in our agreement, unless included in writing on any of our quotations, and can not be used in any dispute between us. These terms are deemed as accepted on payment of our deposit. All payment terms are strictly set out in any estimates and quotations prior to commencement of works. These are our standard payment terms. Any variation to these will be set out in our Variation Terms document and will be agreed in writing and signed by a company director.

No other person or representative of the company can agree these terms, and any agreement entered into by such persons, whether written or verbal is null and void. ONLY the company director can agree terms and their decision is final. By agreeing to our terms and conditions you accept that we may carry out a credit check and company search on any other business or individual with whom we may carry out business. The results from these investigations are strictly confidential and will not be stored electronically on our database or passed on to third parties. All clients with terms and conditions not agreed in writing will require 100% payment of cleared funds before commencement of any service, maintenance, construction works, or supply of goods, technical manuals or any other service carried out by our company. Work is carried out strictly to these terms and it may be necessary to halt any project while awaiting a staged payment. These additional delays DO NOT form part of the original time quoted to fulfil the quotations or estimates. We cannot guarantee project dates as they are only given in guidance. Where we will attempt to fulfil our time scale, local conditions, the nature of the work, weather etc can have an affect on time scheduled. We will constantly monitor these and discuss them on a daily basis if required. We will do our best to stick to our agreed time allowed for any project. We expect any agreed terms to be adhered too, on our part and yours, and will pursue non payment and any breach of agreement. The title of all goods delivered will only pass to the customer on full payment. All manufacturers' guarantees will be passed on in event of full payment. Any costs in recovering unpaid monies or recovery of goods will be charged to the customer. These terms and conditions are agreed on payment of the deposit. Some special order items such as heat pumps, air handling, that are special order require 100% payment on cancellation as they cannot be returned. There is a minimum payment on cancellation of any project which is 50% and this does not include special order items. Your statutory rights are not affected. Our agreed terms are designed to both protect customer and supplier in the event of non payment. Any variation to these will be strictly in writing. All our suppliers are paid Strictly 7 Days .NET, after order, unless otherwise agreed with them in writing.

Any work carried out for our agreed clients through a subcontractor or third party must ensure that they have adequate protection to continue payment in the event of third party dispute, cessation of trade, bankruptcy etc. In the event of non payment for a third party, longer than 5 working days after the agreed time, will result in a halt of works. After 14 days non payment all quotations and estimates become void and attempts to recover owed monies will begin. This applies to all direct customers and third party agents. Our estimates and quotations are valid from 30 days after issue. Only clearly quoted works are to be carried out and variations are treated as separate agreements. These will NOT be carried out unless agreed in writing. Emergency variation works will be agreed in writing by fax, mail or email. NO verbal agreements will be entered into unless specified by a company director or owner. These will be accompanied in writing within 5 working days.

In our standard terms nothing that is not specified in writing is included in the quotation or estimate. This may include electrical, building, heating and other works. All variations and additional works require 100% payment before the works are to be started. Access for materials, parking, skips, storage are to be provided and the project will not start unless these items are agreed. Any visit to site where agreed parking etc is not provided will be charged at minimum 50% of the quoted cost, or our standard day rate. We have the right to cease any works if our agreed terms are broken. Reinstatement of our ceased works to be agreed in writing.

No VAT is included in any price, quotations or estimate unless clearly stated. This includes verbal in person, telephone email fax or mail. VAT is only included if clearly indicated. We reserve the right to alter our prices E&EO. Our VAT rate is 17.5% and our VAT number is 876 2121 213

All our subcontract labour and companies are selected for the high quality of work and staff. We do not recommend people of poor workmanship and will employ only professional people and companies. We will carry out police checks if required in writing of any company, person or persons working in sensitive areas. This includes schools, hospitals, Military, security, and government establishments and property.

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