

Terms and Conditions of Sale For Ambassador Pools and Leisure

Important notice – All contracts are subject to our standard terms and conditions of sale

1 Application of Conditions

These conditions of sale apply to all contracts between us and the Customer unless otherwise agreed in writing by a director of the company. They shall apply in place of and prevail over any other terms and conditions whether contained or referred to in the Customer's order or in the correspondence or elsewhere or implied by trade, custom, practice or course of dealing.

2 Formation of Contract

A contract shall only come into existence upon our written acceptance of the Customer's order or on delivery of the goods. A quotation given by us does not constitute an offer and we may withdraw or revise a quotation at any time before our acceptance in writing of the order or delivery.

3 Delivery Dates

Delivery dates mentioned in any quotation, order, acknowledgement of order or elsewhere are approximate only and not of any contractual effect. We shall not be under any liability to the Customer in respect of any failure to deliver on any particular date or dates.

4 Delivery

- 4.1 All orders must state the place of delivery for the goods and where a period is named for delivery, the Customer must take delivery within that period.
- 4.2 Delivery shall take place when the goods are unloaded at the place of delivery.
- 4.3 Where goods are delivered by us to site:
- Our obligation is limited to delivery as near the site, as a safe hard road permits; and
 - The Customer advises us of any local traffic regulation which may affect or restrict delivery and have any necessary assistance available to enable unloading to take place at the agreed time.
 - If for any reason the delivery is made outside of our normal hours of business, we reserve the right to make an extra charge.
 - Where the Customer collects or arranges collection of the goods from our premises, the Customer does so at its sole risk (except for death or personal injury caused by our negligence).

5 Risk

Risk in the goods shall pass to the Customer upon delivery (or where goods are to be collected, upon collection or 7 days after we notify the Customer that the goods are ready for collection, whichever first occurs).

6 Price

The prices are subject to change without notice. The price charged for the goods shall be that ruling on the date of delivery or supply unless otherwise specified, other tax or duty payable by the Customer will be added to the price.

7 Payment

7.1 On approved credit accounts payment of invoices must be made in full without any deductions or set-off on or before the last day of the month following the date of delivery and time shall be of the essence. Any extension of credit allowed to the Customer may be charged or withdrawn at any time. Any queries relating to invoices must be challenged on receipt.

Interest

7.2 Interest shall be payable on overdue accounts at the rate of 2.5% per month compounded and will accrue from day to day from the due date for payment until receipt by us of the full amount whether before or after judgement. In addition, the Customer must reimburse us for any expenses reasonably incurred by us in the collection of overdue payments. Without affecting any other remedies we have, any failure by the Customer to make payment in full when due shall entitle us to withhold further deliveries under any contract with the Customer and make further deliveries subject to such conditions as to payment as we may decide are appropriate.

8 Property

- 8.1 The goods shall remain our property until the Customer has paid all sums due to us on any account whatsoever. Until that time, the Customer must hold them as bailee and store them in such a way that they can be identified as our property.
- 8.2 Although the goods remain our property until paid for, they shall be at the Customer's risk from the time of delivery and the Customer must insure them against loss or damage accordingly.
- 8.3 The Customer's right to possession of the goods shall cease if:-
- 8.3.1 The Customer has not paid for the goods in full by the expiry of any credit period allowed by this contract.
- 8.3.2 The Customer is declared bankrupt or makes any proposal to his creditors for a composition or any other voluntary arrangement.
- 8.3.3 A receiver, administrative receiver, liquidator is appointed in respect of the Customer's business.
- 8.4 On cessation to the Customer's right to possession of the goods, the Customer at his own expense must make the goods available to us and allow us to repossess them.
- 8.5 The Customer grants us, our agents and employees an irrevocable licence to enter any premises where the goods are stored in order to repossess them or inspect them at any time.

9 Specifications

Unless expressly agreed in writing by us, all drawings, designs, specifications and particulars of weights and dimensions put forward by us in promotional materials or otherwise are approximate only and we shall have no liability in respect of any deviation from them.

10 Liability

We shall not be liable to the Customer:-

- 10.1 For shortages in quantity delivered or damage to goods unless the Customer notifies us in writing within 3 days of receipt of goods.
- 10.2 For damage to or loss of goods or part of a consignment in transit (where the goods are carried by our transport or by a carrier on our behalf) unless the Customer notifies us and the carrier (if any) in writing of any claim within 3 days of receiving the goods or the scheduled date of delivery if earlier;
- 10.3 For defects in the goods for any act, neglect or default of the Customer or any third party;
- 10.4 For defects in the goods if the Customer is unable to produce on request satisfactory proof of purchase of the goods from us.
- 10.5 For defects in the goods which would have been apparent on inspection before incorporation into building works and the Customer did not make such inspection or tests.

11 Countermands and Returns

11.1 We cannot accept returns or countermands of goods obtained or made, or to be obtained or made especially to Customer's requirements (i.e. special orders or perishables).

11.2 We shall be under no obligation to accept the return of goods in good order and condition, but if we agree to do so we reserve the right to make a handling charge of 20% of the invoice price. Goods must be returned in original packaging and suitable for resale.

11.3 We shall be under no obligation to accept countermands and cannot agree to do so in the case of goods ready for despatch of in the process of manufacture.

11.4 We shall be under no obligation to issue a credit note for goods and cannot agree to do so unless proof of purchase can be made.

12 Warranty

Subject to these terms and conditions of sale we warrant that we will make good any shortage or non-delivery and/or as appropriate and at our option, replace or repair any goods found to be damaged, or which are defective by reason of faulty materials or workmanship and provided that notice of the defect is given to use within 3 days of delivery, used in the accordance with the Manufacturer's instructions and within 12-months of purchase/installation.

Pools and Spas

Payment

Payment terms on new pools and spas should be read in conjunction with the standard terms above.

Payment shall be net cash/cheque payable as follows:- 10% deposit on placing the order, 40% on commencement of the excavation and/or delivery of pool components, 40% when the pool is ready to fill and 10% on completion.

For repairs, relining, painting etc. 50% deposit with balance on completion.

The Contractor reserves the right to withdraw from the site if the contract payment schedule is not adhered to. Any overdue payments will be subject to a monthly interest charge of 2.5% compounded.

Any variation on this quotation must be in writing and signed for by both parties with payment due in full on completion of contract to which this variation applies.

Installation

The Customer warrants that he owns the land or premises in which the pool is to be constructed. The Customer also agrees to obtain planning permission, building byelaws consent and relaxation of any covenants on the property, where required. Whilst the Contractor shall make every effort to carry out the work in a neat and efficient manner, this agreement does not cover reinstatement of lawns, trees, shrubs, driveways, paths and paving etc. damage during installation and access to site.

Excavation and liner changes/remedial work

The quotation price has been calculated on a visual surface inspections of the site on the assumption that the excavation will be normal. Any unforeseen difficulties such as rock, running sand, ground water seepage, underground obstructions and service requiring rerouting or unstable conditions for pool construction will be charged at extra cost to the Customer, at current machine, materials and labour costs. In extreme circumstances, it may be necessary to alter the location, specification or elevation.

General

In the event of completion being delayed by the Customer, or to await completion of other works by the Customer or Contractors appointed by the Customer or to avoid working in winter conditions, full payment for the work completed and any materials or equipment on site shall be due for payment. Any damage to the pool, fittings or equipment by other Contractors appointed by the Customer shall be charged at current material and labour costs.

The Customer will provide any electricity or water required for this contract.

Insurance

All normal risks and insurance shall be the Contractor's responsibility until the installation is handed over to the Customer. After handover, the Customer shall be responsible for the insurance. The Contractor shall not be liable for damage or losses caused due to fire, strikes, lockouts, exceptionally inclement weather, shipping delays or other causes such as Acts of God beyond the Contractor's control.

Pool Warranty in addition to 12 above

With the exception of "One Piece Leisure Pools" which carry a structural guarantee of 20-years, a concrete pool structure is guaranteed for a period of 6-years.
Alkor commercial liner carries a warranty of 10-years.
A Super liner carries a warranty of 10-years.
30 gauge liners carry a warranty of 6-years.
20 gauge liners carry a warranty of 5-years.
Above excludes painted finishes.

The pool finish, mosaic tiles and pool copings are guaranteed for a period of 1-year (excluding painted finish). All remaining pool equipment carries the Manufacturer's guarantee, generally 1-year. The Contractor undertakes to replace or repair, free of charge, any defect arising from faulty design, workmanship or material within a specified period. All items with an extended warranty should be notified to the Contractor immediately.

The Guarantees do not cover the following:

- Frost damage caused by incorrect winterisation of pool or equipment
- Freezing
- Damage to equipment and pool lining caused by
 - Incorrect pool chemistry
 - Undissolved chemicals administered directly into the pool
 - Lowering or emptying the pool without prior agreement with the Contractor
 - General misuse

Arbitration

The Guarantees exclude consequential losses of any kind whatsoever. All disputes arising from this contract shall be submitted to a mutually agreed Arbitrator. If the choice of the Arbitrator is not agreed within 28-days, then the President of SPATA will be deemed as the default Arbitrator, whose decision will be final