



Terms, conditions and warranty

Please read, sign and return, via email

1. Any reference to the "supplier" means Pool Covers Galore and its related and interrelated persons, employees, directors, contractors and representatives.
2. That the "Important Information" which may be found on the brochure, provided post installation via email, forms part of these terms and conditions.
3. Be cautious that dogs don't chew nets to drink water or swim.
4. Do not leave your net off the pool for extended periods as shrinkage or damage may occur.
5. All goods are supplied subject to conditions of sale.
6. All goods remain our property until FULLY paid for. Notwithstanding those as mentioned earlier, all risks with regards to the goods will pass to the customer upon delivery/collection.
7. The lower the water level is below the cover/net, the safer the cover/net will be. The ideal distance between the net and the water should be at least 150mm.
8. Exclusion of liability: In addition to 2 below and without limitation the supplier shall not be liable for any claims or damages whatsoever, resulting from loose, poor or faulty paving conditions, and a call-out fee of R680 will be charged to reposition or reinstall the cover after paving maintenance is done.
9. Solar Blanket: Please read the "Instruction for use" leaflet and return a signed copy of this document to the supplier in order to register your warranty.

TERMS AND CONDITIONS RELATING TO THE SALE AND INSTALLATION OF THE GOODS

1. GUARANTEE/WARRANTY

- a. REGARDING NETS AND SOLID PVC COVERS The supplier undertakes that for a period of two (2) years from the date when the cover/net has been installed, it will remedy any defects apparent in the net or the manner of their installation, subject always to clause 3. b below.
- b. REGARDING ALL OTHER PRODUCTS (excluding Nets and PVC covers) The supplier does not provide any guarantees or warranties other than those which it is obliged to provide in law. Please take note that such goods may however be subject to guarantees and warranties as provided by their respective manufacturers. Please refer to all leaflets accompanying such goods in this regard.
- c. EXCLUSION OF GUARANTEE AND WARRANTIES Any guarantee or warranty provided by the supplier (excluding any guarantee or warranty by which the supplier is obliged to provide by law which will be subject to such laws) is subject to:
 - i. the goods concerned having been stored and used in a proper manner;
 - ii. the customer has notified the supplier of the nature of the defect within 7 (seven) days of becoming aware of any defect;
 - iii. The goods have been returned to the supplier, carriage paid and adequately packed; in the instance that the goods are returned as defective but are found on inspection to be in good order such goods will be returned to the customer subject to a handling charge. Goods returned, which are out of guarantee or which were damaged due to incorrect usage, will be scrapped by the supplier unless otherwise instructed by the customer

2. SAFETY

Some of the pool covers provided by the supplier are not intended to and do not provide any protection from accidents and are accordingly not safe for children and animals. The supplier accepts no liability whatsoever with respect to the use of these covers. Other covers supplied by the supplier provide a degree of safety (provided that they are used in a safe and proper manner...please see this info on our website. Children and animals should never be left unattended in any pool area and the supplier accepts no liability whatsoever for any death, injury, damage or loss howsoever occurring, with respect to the use of any of its covers

3. EXCLUSION OF LIABILITY

a. DELAY IN COMPLETING THE SUPPLY AND INSTALLATION OF THE GOODS:

Whilst the supplier will use its best endeavours to supply and/or install the goods timeously, the supplier shall not be held liable for any delay in completing the supply and installation of the goods if such delay is due to no fault on the part of the supplier, and the customer hereby undertakes to grant the supplier an extension of time for completing the supply and installation of the goods as is reasonable in the circumstances prevailing at the time when the delay occurs. Weather, availability of supplies and factory work-load and load-shedding(power outages) can cause this delay to vary from 10 - 21 working days, so your patience will be appreciated(not for DIY overseas)

b. DEFECT AND WEAR AND TEAR:

The supplier shall not be liable for any damage to or deterioration in the goods due to misuse, abuse or fair wear and tear, including, without limitation, abrasion or sun or snow damage.

c. ACCIDENT, INJURY, LOSS OF LIFE OR DAMAGE

The customer shall indemnify the supplier and hold the supplier harmless and the supplier shall not be liable for any claims whatsoever arising from any accident, loss of life, or damage resulting directly or indirectly from the supply and installation of the goods sold and purchased under the agreement.

4. EXCLUSION OF IMPLIED WARRANTIES IN TERMS OF THE CONSUMER PROTECTION ACT, 2008 ("CPA")

a. In terms of section 55 of the CPA unless you are informed otherwise you are entitled to goods that:

- i.** is reasonably suitable for the purposes for which they are generally intended;
- ii.** are of good quality, in good working order and free of any defects;
- iii.** will be useful and durable for a reasonable period of time, having regard to the use to which they would normally be put and to all the surrounding circumstances of their environment; and
- iv.** comply with any applicable standards set under the Standards Act, 1993 (Act No.29 of 1993), or any other public regulation.

b. With regards to 4 above we hereby inform you that:

- i.** our goods are only suitable for the purposes as set out in our "Important Information" document;
- ii.** our goods will be useful and durable for the period of time as set out in our "Important Information" document, having regard to the use to which they would normally be put and to all the surrounding circumstances of their supply; and
- iii.** our goods only comply with such standards as contained in our "Important Information" document.

5. INSTALLATIONS

The supplier shall not be responsible for any civil work that may be required in and around the pool to enable it to install any of its goods supplied by it. The customer shall ensure that coping stones, brickwork or any other structures around the pool will be able to accommodate securing points required to secure the pool cover. The customer shall be liable for the supplier's costs of any repeat visits that may become necessary and should arrange access to the property at the stipulated time arranger for the delivery and/or installation of any of its goods. (not for DIY overseas)

6. RIGHT OF ACCESS AND USE OF WATER AND ELECTRICITY

The customer hereby grants the supplier the right of entry and exit from the site where the installation of the goods is to be effected and undertakes to provide free of charge such electricity and water supplies as are necessary to enable the supplier to complete the installation of the goods. (not for DIY overseas)

7. EXTRAS AND VARIATIONS

If the customer shall require any variation and/or additions to the goods and the installation thereof, such variations and/or additions and price and terms of payment thereof shall be of no legal force or effect unless reduced to writing and signed by both parties.

8. MAINTENANCE

All goods supplied by us must be cleaned and rinsed regularly with tap water and a soft cloth(no abrasive solvents or brushes)The cover should be inspected regularly in order to ensure that it will perform in the manner in which it is intended to perform. The supplier will be entitled to charge its prevailing call-out fee for each such inspection.

9. SNOW LOAD AND PRECAUTIONARY STEPS

In areas where there is snowfall in the winter, **you should not allow the snow on the cover to get higher than 1 foot.** The canvas will hold a load of 400 pounds, but it is best to keep as much of it brushed off as possible to minimize wear and tear. To figure out the load on your pool cover from the snow, take the depth of snow in feet and multiply it by the weight of a cubic foot of snow. If the snow weighs 10 pounds per cubic foot and there is 1 foot of snow on the cover, each square foot of the cover is getting 10 pounds of pressure per cubic foot so as an example a pool cover that is 30 x 15 ft will have 420 lbs of snow on it if the snow is 1 foot deep. Vertical poles can add strength to the horizontal ones in the case of extreme snow

10. PAYMENT

Deposit is to be effected before the manufacture of the cover can take place and proof of this payment is to be emailed or whatsapped to us at poolcoverguy@gmail.com or on +27832830576. The supplier will be entitled to require the customer to provide a deposit of up to 75% on acceptance by the customer of the quotation and the balance of the purchase price will be due on the day of installation, collection, delivery and receipt of the goods by the customer. The customer acknowledges that any deposit provided by the customer to the supplier will be non-refundable in the instance that the customer cancels an order with the supplier after such time as the supplier has customized any goods for the customer.

11. JURISDICTION IN DISPUTES

For the purposes of all or any proceedings herein, the consumer hereby consents to the jurisdiction of the Magistrates Court otherwise having jurisdiction under Section 28 of the Magistrates Court Act of 1994 as amended, notwithstanding that the amount in dispute exceeds the jurisdiction of such Court in which event this clause shall be Magistrate's Court Act of 1994 as amended. Notwithstanding the foregoing, the supplier shall have the right at its sole option and discretion to institute proceedings in any other competent Court which otherwise has jurisdiction upon mutual consent the parties may submit the matter to arbitration where after the matter shall be determined before an arbitrator appointed by the Chairman of the regional Bar Council, for the time being, whose decision shall be final and binding upon the parties.

Terms & Conditions:

- 1) All work is done strictly on a COD/EFT Basis unless otherwise arranged.
 - 2) A 75% Deposit is required on placing the order and the balance COD/EFT on the day of installation
 - 3) All Items supplied remain the property of Pool Covers Galore until the full balance of the invoice is paid.
 - 4) Installation day is subject to weather conditions and how busy the factory is which may prolong the discussed lead-time.
 - 5) Exclusion of Liability: Pool Covers Galore shall not be held liable for any claims or damages whatsoever, resulting from loose, poor, or faulty paving conditions and a **R680 call-out fee** will be charged to refit because of the maintenance of paving.
 - 6) Pool Covers Galore will not be held responsible for any claims arising from accident, Loss of Life, or damage resulting directly or indirectly from the supply & installation of the goods sold and purchased under the agreement.
 - 7) Pool Covers Galore will not be held responsible for any damages if the above is not followed out. If anchor points break out in freak winds, we cannot be held responsible for any damage arising.
 - 8) Acceptance of the quote states that you as the customer are in acceptance of the terms and conditions put forward by Pool Covers Galore, as per our correspondence.
 - 9) The 2-year workmanship warranty will only take effect if the provisional quote, as well as this document, is signed and initialed on each page, and emailed back to us at poolcoverguys@gmail.com
- Please read, sign and return via email as soon as possible**

Signature: _____ (I agree to the terms and conditions)

Name: _____ Date of Cover installation _____

Address : _____