Swimart Noosa
2/169-171 Eumundi-Noosa Road
Noosaville, QLD 4566
noosa@swimart.com.au
(07) 5449 0785

SWIMART NOOSA
TERMS AND CONDITIONS OF SERVICE

By engaging Swimart Noosa to provide pool and/or spa services, you acknowledge and agree to the following Terms and Conditions.

GENERAL CONDITIONS OF SERVICE

1. Customers must have basic pool maintenance equipment available onsite for general servicing, including a pool broom, pool rake, vacuum hose, and any other necessary accessories. If required equipment is not available or is deemed unserviceable, Swimart Noosa may replace it and charge accordingly. This requirement does not apply to weekly service customers where equipment is supplied by Swimart Noosa.
2. Swimart Noosa operates an Annual Maintenance Plan as part of its professional pool care program. This plan includes routine preventative maintenance treatments and procedures necessary to maintain water quality, filtration efficiency, equipment performance, and the overall health of the pool and/or spa.
3. A $6.95 consumables fee applies to each service invoice to cover materials used in our computerised pool water testing process. This fee is charged per pool and in addition to pool servicing fees and any chemicals or treatments supplied. By engaging our services, customers acknowledge and agree to this charge.
4. Preventative maintenance treatments may include, but are not limited to, filter cleaning treatments, filter media restoration, phosphate treatments, stain and scale prevention treatments, algaecide applications, specialty chemical treatments, and other maintenance procedures deemed necessary by Swimart Noosa technicians.
5. These preventative maintenance treatments form part of the ongoing care of the pool and its equipment and are not considered repairs or additional works requiring separate approval prior to completion. By engaging Swimart Noosa to provide regular servicing, you acknowledge and accept that such treatments may be performed and charged as required.
6. Repairs, equipment replacements, and non-routine works outside normal maintenance procedures will be quoted and require approval prior to proceeding unless immediate action is required to prevent damage to the pool, equipment, or property.

PROPERTY MANAGEMENT ACCOUNTS

7. Where services are arranged by a property manager, real estate agency, body corporate, or other authorised representative, that party is deemed to have authority to engage Swimart Noosa and accept these Terms and Conditions on behalf of the property owner.
8. Routine servicing, preventative maintenance treatments, water balancing, filter cleaning treatments, specialty chemical applications, and other services carried out

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under Swimart Noosa's Annual Maintenance Plan are considered authorised maintenance works and do not require separate approval from the property owner prior to completion.

9. Repairs, equipment replacements, and non-routine works outside normal maintenance procedures will continue to require approval from the authorised representative before proceeding, unless immediate action is reasonably necessary to prevent damage to the pool, equipment, or property.
10. Property owners and their authorised representatives acknowledge that preventative maintenance forms an essential part of proper pool care. Failure to carry out recommended maintenance may result in deterioration of water quality, equipment performance, and increased future repair costs.
11. Where a property manager, real estate agency, body corporate, or authorised representative engages Swimart Noosa to perform services, all charges for routine maintenance carried out in accordance with these Terms and Conditions remain payable and are not subject to dispute on the basis that separate approval was not sought from the property owner.

SWIMART NOOSA OBLIGATIONS

Swimart Noosa agrees to:

12. Provide services in a reliable, professional, honest, and courteous manner.
13. Exercise reasonable care and skill when servicing your pool and/or spa.
14. Take all reasonable precautions to avoid damage to your property while carrying out services.
15. Respect your privacy and maintain the confidentiality of information obtained during the provision of services.
16. Supply and recommend quality pool and spa equipment and products suitable for your pool's requirements.
17. Honour all applicable manufacturer warranties on products supplied, subject to the terms and conditions of the relevant manufacturer.
18. Use only high-quality pool chemicals and treatments. Any chemicals left onsite for technician use must be Swimart-approved products.
19. Endeavour to attend services within scheduled timeframes. Service times are indicative only and may vary by up to two hours due to weather, traffic, emergencies, or unforeseen circumstances.

CUSTOMER OBLIGATIONS

The customer agrees to:

20. Provide and maintain current contact information, including a valid phone number and email address. Any changes must be provided to Swimart Noosa in writing.
21. Provide safe, clear, and unrestricted access to the pool, spa, and equipment at all scheduled service times.

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22. Ensure any animals on the property are restrained and do not impede safe access to the pool or equipment.
23. Advise Swimart Noosa as soon as possible of any service cancellation or postponement. Cancellations with less than 24 hours' notice may incur a $50 service fee.
24. Provide a minimum of one week's written notice to cancel an ongoing service agreement.
25. Maintain appropriate water levels between scheduled services and regularly monitor the condition of the pool, spa, and equipment.
26. Promptly report any equipment faults, water quality issues, leaks, or concerns that arise between scheduled visits.
27. Understand that maintaining the pool between service visits remains the responsibility of the customer.
28. Acknowledge that Swimart Noosa cannot be held responsible for pool conditions arising from weather events, including heavy rainfall, storms, flooding, high winds, soil runoff, power outages, or other circumstances beyond our control.

EQUIPMENT RECOMMENDATIONS AND DECLINED WORK

29. Swimart Noosa may recommend repairs, equipment upgrades, chemical treatments, or maintenance procedures that are considered necessary for the safe and efficient operation of the pool or spa.
30. Where a customer declines recommended repairs, maintenance, or treatments, Swimart Noosa accepts no responsibility for any resulting deterioration in water quality, equipment performance, equipment failure, pool damage, or increased repair costs.
31. Any recommendations provided by Swimart Noosa are made in good faith based on observations at the time of service.

QUOTATIONS AND REPAIRS

32. If Swimart Noosa removes faulty equipment for diagnostic assessment or quotation purposes, a quotation fee may apply if the customer elects not to proceed with the recommended repair.
33. Quotations are generally valid for 30 days unless otherwise stated.

PAYMENT TERMS

34. Payment for services, chemicals, equipment, and repairs is due within seven (7) days of the invoice date unless otherwise agreed in writing.
35. Swimart Noosa reserves the right to suspend services where accounts remain overdue.
36. Customers with rental properties acknowledge that suspension of service due to non-payment may result in non-compliance with tenancy obligations relating to pool maintenance.

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37. Ownership of goods supplied remains with Swimart Noosa until full payment has been received.
38. In the event of non-payment, Swimart Noosa reserves the right to recover supplied goods where legally permitted and recover all reasonable costs associated with debt collection, legal action, and recovery proceedings.

RIGHT TO REFUSE OR TERMINATE SERVICE

39. Swimart Noosa reserves the right to refuse, suspend, or terminate services at its discretion where circumstances make it unsafe, impractical, commercially unreasonable, or where these Terms and Conditions have been breached.

ACCEPTANCE OF TERMS

40. By engaging Swimart Noosa to provide pool and/or spa services, the customer acknowledges that they have read, understood, and agree to these Terms and Conditions.