



This warranty covers the Pool Shell only. It does not cover the installation of the pool or any other equipment or associated product, the warranties for these products are a matter between the pool owner and their builder and/or the manufacturer of those products and while Summertime is happy to assist in providing copies of such warranties where they were purchased from Summertime Pools, no responsibility whatsoever can be accepted for products not manufactured by Summertime Pools.

Pool Shell Warranty

The Pool Shell is warranted to maintain its water tight integrity for Thirty (30) years from the date of manufacture.

Pool Surface Warranty

Our pool surface is warranted to the performance requirements of AS1838:2021.

This means we warrant that the Pool Surface will:

- a. Maintain an average rating of not more than 3 when measured for fibre prominence, particulate dissolution, cracks, pin head blisters, interlaminar blisters and loss of visible gloss in accordance with Table F.6 of AS1838:2021 for a period of 3 years from the date of manufacture; and
- b. Maintain an average rating of not more than 3 for colour fading and/or loss of visible gloss in accordance with Table E.7 of AS1838:2021 for a period of 1 years from the date of manufacture.

Conditions of Warranty

1.1 The Warranty will be voided if:

- (a) Warranty is not registered within 3 months of installation
- (b) The Pool Shell installation is not performed in accordance with Australian Standards AS 1839:2021, as well as the manufacturer's engineering, installation and coping specifications;
- (c) Post installation works including but not limited to the construction of nearby retaining walls or other structures, paving and landscaping impact the hydrodynamic or hydrostatic pressure placed on the Pool Shell or prevent differential movement between the installed pool and its connected bond beam and the subsequent structure.
- (d) The pool is not maintained in accordance with Australian Standards AS 3633:1989, as well as the pool operating manual provided with the pool at handover and available at www.summertimepools.com.au
- (e) The damage arises from, neglect, misuse or abuse of the pool
- (f) The damage is associated with the pool surface coming into contact with any foreign object
- (g) The damage arises from any movement or subsidence in the ground surrounding the pool, or damage caused by hydrostatic and hydrodynamic pressure
- (h) The damage is caused by the failure of anything connected to the pool structure that was not incorporated into the Pool Shell when supplied by the Summertime Pools, this includes but is not limited to pipes and fittings, skimmerbox, inlet and return fittings, light fittings and hydrostatic valve fitting.
- (i) The damage is caused as a result of an act of nature including but not limited to earthquake, ground movement, storm, groundwater or flood;
- (j) No claim under warranty will be recognised or accepted unless made in writing to Summertime Pools at the address below within 14 days of the alleged defect becoming apparent and the Warranty Claim Procedures are carefully and strictly complied with.

1.2 Limitations:

- (a) *Pool Shell* excludes all attachments, pipes, fittings, skimmer box, pool lights, concrete or anything that was not part of the original moulded shell
- (b) The *Pool Shell Warranty* covers the cost to repair the defect in the *Pool Shell* to reinstate its water tight integrity, any repair to the *Pool Shell* does not account for wear and tear on the pool surface and whilst every care will be taken to blend in a repair it may be visible when viewed against the unaffected surface.
- (c) The *Pool Surface Warranty* covers the cost to repair or resurface the *Pool Shell*, it is acknowledged that whilst every care will be taken to match the original appearance of the pool, resurfacing a pool in situ will produce a different finish to that achieved when the pool is first produced from a mould.
- (d) This warranty excludes discolouration, staining, fading, surface yellowing, or any surface degradation caused by the incorrect water chemistry and water maintenance or contaminants in the pool water, or damage caused by exceeding water temperature parameters (absolute maximum temperature 35 degrees Celsius for pools and 40 degrees Celsius for spas or consistently exceeding 30 degrees Celsius for Pools or 35 degrees Celsius for Spas).
- (e) Summertime Pools will not be liable in any way for the consequential losses or damages whatsoever whether direct or indirect to any person or property, arising from (including but not limited to) loss of profits, loss of time, or inconvenience suffered or damage to property caused or contributed to by The interior surface of the pool will meet the requirements of the Chemical Resistance Test / Cosmetic Layer, Australian Standards AS/NZS 1838:1994 for a period of ten YEARS, commencing at the date of installation.
- (f) The company retains the right to be sole arbitrator in relation to all warranty claims.

Warranty Claim Procedure:

The purchaser should not attempt to have the defect remedied themselves or by others not authorised in writing by the Manufacturer to do so.

The purchaser must notify the business from which the purchaser purchased the *Pool Shell* in writing and also the Manufacturer at the address below:

By Mail:

2/1 Healey Road
Dandenong South Vic 3175
03 8764 2010
customercare@summertimepools.com.au
www.summertimepools.com.au

The purchaser must complete the Summertime Pools Warranty claim form in full and provide all the requested supporting information, which shall include:

1. Proof of purchase;
2. Date the purchaser first noticed the alleged defect;
3. Nature of the defect (including date stamped photographs).
4. A complete and accurate copy of all water testing records from the date of install of the pool up until the date of claim

All necessary information must be provided and legible before Summertime Pools will investigate the warranty claim.

Once the Manufacturer has received the details from the purchaser the purchaser will allow the Manufacturer, its agents and employees unfettered access to the *Pool Shell* and its surrounds between 8am to 4pm Monday to Friday inclusive (hereafter 'business hours') to enable the Manufacturer to inspect and examine the *Pool Shell* to determine whether a defect exists. The inspection will incur a call out charge to validate if the defect is a valid warranty claim. If access to the *Pool Shell* is not provided or is not granted or delayed by the purchaser more than 30 days from the date of schedule claim being made then no warranty claim will be accepted. In the event that a defect exists, the purchaser agrees to provide unfettered access to the site where the *Pool Shell* was originally installed to allow repair to the *Pool Shell*

ACCC Mandatory Statement: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Full details of your consumer rights may be found at www.consumerlaw.gov.au

IMPORTANT

External factors affecting in-service performance of your pool

The external factors provided below will, if not maintained correctly, adversely affect the in-service chemical fade resistance and in-service water-resistance performance of your pool and in turn void your warranty

Water chemistry testing records

In order to demonstrate conformance with the in-service resistance performance requirements a record of all pool water chemistry testing should be maintained.

Measurement of pH

A pH of less than 7 is acidic and may accelerate corrosion of some metal components associated with the pool or the pool water.

A low pH increases the effectiveness of the chlorine sanitiser in the water which may damage the pool surface if the active chlorine levels are too high.

A pH of above 7 is alkaline.

The levels of pH for a fibreglass pool should be 7.2 to 7.6.

When the pH increases above 7.6, hypochlorite ion formation increases resulting in reduced hypochlorous acid levels. The chlorine in this form becomes less effective as a sanitizer, and the water becomes more corrosive to the pool surface due to increased hypochlorite concentration and alkalinity.

At a pH of 8.5 the majority of the active chlorine is present as the hypochlorite ion.

The combination of high chlorine levels and high pH may result in chemical damage to the interior pool surface which presents as a whitening of the pool surface.

Water chemistry conditions should be maintained in accordance with the manufacturer's instructions.

Where applicable, pH automatic sensing and dosing equipment should be maintained regularly to ensure pH levels are between 7.2 and 7.6.

Chlorine levels

Chlorine is an extremely reactive reagent. The level of chlorine in the pool is relevant to sanitization for safe swimming and for the longevity of the aesthetic appearance of the pool surface.

It is essential to maintain a chlorine residual in the pool at all times to protect users. However, chlorine levels should not be allowed to rise above 3 parts per million as damage will occur to the pool surface rapidly, especially if the pH and the water temperatures are also allowed to rise simultaneously without restriction.

Pool sanitizers should be maintained and adjusted regularly to ensure the correct water chemistry is maintained.

Water temperature

Combinations of high pH, high chlorine and high-water temperatures will be detrimental to the cosmetic layer and may cause chemical attack and premature degradation.

The use of pool covers and pool water heaters may adversely affect the cosmetic interior of the pool if not adjusted and minimised.

Pool water heaters should be regulated to maintain the appropriate water temperatures. High water temperatures will accelerate the rate of the chemical attack on the cosmetic interior (absolute maximum temperature 35 degrees Celsius for pools and 40 degrees Celsius for spas or consistently exceeding 30 degrees Celsius for Pools or 35 degrees Celsius for Spas).

Pool covers

With the exception of mesh covers, all pool covers designed to float on the surface of the pool water should be as follows:

- a. Made to fit a minimum of 20 mm short of the pool edge around the perimeter of the pool.
- b. Removed from the pool for a minimum of 48 h in any one week to remove entrapped gases and allow the ultraviolet sun's rays to dissipate the chloramines and excess free chlorine.

NOTE: Where pool covers are allowed to ride up over the area between the water level and the coping of the pool, entrapped superheated water and chemicals may cause irreversible damage to the surface of the pool.

Chemical water balance

While levels of pH, chlorine and water temperature have the highest impact on swimming pool surfaces, the following factors should also be maintained within the recommended levels to ensure proper water balance, water sanitization, operation serviceability of the sanitizing equipment and protection of the pool interior surface:

- a. Combined chlorine.
- b. Total hardness.
- c. Total alkalinity.
- d. Cyanuric acid or pool stabilizer.
- e. Total dissolved solids.
- f. Salinity.
- g. Calcium hardness.

Pool water that is not correctly balanced may deposit minerals on the surface of the pool. Severe mineral deposition will occur if unchecked.

An incorrect water balance may mask the ability of automatic sensing and dosing equipment to accurately calibrate the levels of pH and chlorine causing them to progress to aggressive levels that may damage the pool surface.

Always dissolve your chemicals before adding to the pool water and run the filtration system afterwards to ensure even distribution. Localised pockets of chemicals can damage the liner.

Do not use a floating chlorine dispenser as they can get stuck in one place and cause bleach spots in the pool.

Maintenance of all the correct water chemistry parameters and the serviceability of the pool equipment, to accurately maintain those recommended levels, is the responsibility of the pool owner.

Never leave the pool empty

You should NEVER drain your pool / spa without the consent of your pool builder or shell manufacturer. This is because draining the water from your swimming pool / spa:

- Can cause irreversible structural damage to your swimming pool, its interior, surrounds and associated equipment if not done correctly
- May affect your swimming pools warranty
- And should only be done in very specific circumstances, such as remediation or renovation work under the guidance of your pool builder or shell manufacturer

Contact your pool builder or pool shell manufacturer who will be able to determine whether draining the pool is required and ensure it is done safely if it is determined safe to do so.

Don't use sharp or broken equipment

Broken edges on brooms and vacuums can be razor sharp. Ensure pool equipment has smooth edges and that any bristles are soft/suitable.

Did you receive your Owners Manual?

If not, you can download a copy when you register your warranty - visit www.summertimepools.com.au