

# Creative Pools & Leisure - Pool Liner Survey Terms and Conditions

## Section 1: Gold Service

- a. Creative Pools and Leisure will not be responsible for any dimensions you (the customer) provide that later become apparent as errors upon the installation of the pool liner. In the unfortunate event of this scenario, Creative Pools and Leisure will not be held liable for any associated cost or consequential loss with the reproduction of a new pool liner or the potential need for a professional installation.
- b. The new corrected pool liner will not be produced until (if any) all amounts owed to Creative Pools and Leisure have been paid in full.
- c. Your pool liner will not proceed into manufacture until: -
  - I. The confirmation of pool liner pattern choice.
  - II. Payment is received in full for the pool liner.

## Section 2: Platinum Service

- a. Creative Pools and Leisure will not be responsible for any dimensions you (the customer) provide that later become apparent as errors upon the installation of the pool liner. In the unfortunate event that the liner cannot be fitted the first intended installation fee will still be due to Creative Pools and Leisure.
- b. As the installers of your pool liner - Creative Pools and Leisure will honour a full liner replacement at no additional cost to you (the customer) in the event of a fitment error by the installation engineer only. However, it is to be clear that an installation error is not to be confused with a manufacturing error or a customer error: -
  - I. An installation error caused by a Creative Pools and Leisure installation engineer only. Such as wrong dimensions provided during the initial survey, any unfortunate tears, snags or cuts which cannot be repaired on-site. Therefore, deeming the liner as not fit for purpose.
  - II. A manufacturing error caused by the manufacturer only. A fault caused by the manufacturer through misinterpretation or general errors in the production process. If the manufacturer acknowledges fault of an error they have caused, the customer will be offered a replacement liner at no additional cost or a discounted rate depending on the case, in line with the manufacturer's terms and conditions.
  - III. A customer error caused by the customer only. A fault caused by the customer through the misuse of their pool liner in accordance with the manufacturer's guarantee. Final order error such as liner pattern choice, misinterpretation or aesthetic dissatisfaction of the pool liner to be in their opinion wrong in any way. Unforeseen structural condition that requires third party repairs.
  - IV. A customer error caused by the customer only. Creative Pools and Leisure will not be responsible for any dimensions you (the customer) provide as a self-measure that later become apparent as errors upon installation. In the unfortunate event that the liner cannot be fitted, you (the customer) will be liable for all additional costs associated with producing and installing the new liner.
- c. Any issues between the customer and manufacturer/supplier will be investigated and resolved through Creative Pools and Leisure.
- d. If there is no reason to believe there is an installation error (caused by creative pools and leisure) preventing the liner from being installed, the first intended installation fee will still be due to Creative Pools and Leisure.
- e. The new corrected pool liner will not be produced until all (if any) amounts owed to Creative Pools and Leisure has been paid in full.
- f. Your pool liner will not proceed into manufacture until: -
  - I. The confirmation of pool liner pattern choice.
  - II. Payment is received in full for the pool liner.

### **Section 3: Diamond Service**

- a. Creative Pools and Leisure can be held responsible for any pool liner dimensions that later become apparent as errors upon the installation of the pool liner.
- b. The rights to the pool drawing and survey report produced for your pool belong to Creative Pools And Leisure until the pool survey fee payment has been received in full.
- c. As the installers of your pool liner - Creative Pools and Leisure will honour a full liner replacement at no additional cost to you (the customer) in the event of a measurement or fitment error by the installation engineer only. However, it is to be clear that an installation error is not to be confused with a manufacturing error or a customer error: -
  - I. An installation error caused by a Creative Pools and Leisure installation engineer only. Such as wrong dimensions provided during the initial survey, any unfortunate tears, snags or cuts which cannot be repaired on-site. Therefore, deeming the liner as not fit for purpose.
  - II. A manufacturing error caused by the manufacturer only. A fault caused by the manufacturer through misinterpretation or general errors in the production process. If the manufacturer acknowledges fault of an error they have caused, the customer will be offered a replacement liner at no additional cost or a discounted rate depending on the case, in line with the manufacturer's terms and conditions.
  - III. A customer error caused by the customer only. A fault caused by the customer through the misuse of their pool liner in accordance with the manufacturer's guarantee. Final order error such as liner pattern choice, misinterpretation or aesthetic dissatisfaction of the pool liner to be in their opinion wrong in any way. Unforeseen structural condition that requires third party repairs.
  - IV. A customer error caused by the customer only. Creative Pools and Leisure will not be responsible for any dimensions you (the customer) provide as a self-measure that later become apparent as errors upon installation. In the unfortunate event that the liner cannot be fitted, you (the customer) will be liable for all additional costs associated with producing and installing the new liner.
- d. Any issues between the customer and manufacturer/supplier will be investigated and resolved through Creative Pools and Leisure.
- e. If there is no reason to believe there is an installation error (caused by creative pools and leisure) preventing the liner from being installed, the first intended installation fee will still be due to Creative Pools and Leisure.
- f. The new corrected pool liner will not be produced until all (if any) amounts owed to Creative Pools and Leisure has been paid in full.
- g. Your pool liner will not proceed into manufacture until: -
  - I. The confirmation of pool liner pattern choice.
  - II. Payment is received in full for the pool liner.

### **Section 4: Pool survey and pool liner manufacturer approved drawing lead time**

- a. The drawing will not be submitted for production until the survey fee payment has been received in full.
- b. Once full payment has been made, please allow up to 48 hours for the drawing to be submitted for production.

### **Section 5: Pool survey - payment methods that are accepted**

- a. Cash – Bank of England Notes Only. Cash payable on the day of survey only.
- b. BACS - Bankers Automated Clearing Services– bank account details can be found on the bottom of the invoice.
- c. Faster Payments – bank account details can be found on the bottom of the invoice.
- d. Debit cards attached to UK bank accounts.
- e. All Major Credit cards (as long as they are not pre-paid) - Visa, Mastercard, Discovery, American Express.
  - I. From 13/01/2018 you can't be charged extra for using a credit or debit card. However, you can still be charged extra if your bank or the seller's bank is outside the European Economic Area (EEA).
  - II. You can also still incur additional charges if you're using a business card.
- f. PayPal

### **Section 6: Pool survey – payment methods that are not accepted**

- a. Pre-paid debit/credit cards – cards that can be purchased at a retail store and topped-up.
- b. Cryptocurrency.
- c. Cheque, e-check or ACH methods.
- d. Any form of wire transfer.