

Terms and Conditions

This is a set of our standard contractual terms and conditions, unless otherwise stated in writing in a separate contract or in our quotation, this set of conditions will be recognized by Iberia Blue and you as the client upon acceptance of our quotation.

Construction and refurbishment of swimming pools

1 Iberia Blue will carry out the work: with care and skill and to a good standard.

2 Payment schedule as follows:

Construction: 5% upon acceptance of this quote
30% before commencement of job.
30% upon completion of concrete shell
30 % upon completion of pool
5% 30 days after completion of pool

Refurbishment: 5% upon acceptance of this quote
45% before commencement of job
55% upon completion of pool

Payment of these amounts are due within 7 days

3 Consents you need

Unless agreed otherwise, you need to get all consents needed and keep any conditions relating to the work (including paying all the relevant fees). If this condition is broken, you will be liable pay Iberia Blue any losses and damages we suffer.

4 Starting the work, length of the work and the site

4.1 Work will be started within 30 days of receiving deposit and after all consents have been received.

4.2 The site is to be available to Iberia Blue on the start date and for the time it takes Iberia Blue to carry out the work.

5 Withholding payment

If a dispute arises, you may withhold payment after the due date for any payment owed to Iberia Blue, if you give Iberia Blue notice: before the final date for that payment; saying that you are going to withhold payment; and setting out the amount you will withhold and the reason for withholding payment; or if there is more than one reason, each reason and the amount which applies to it.

6 Materials or goods

6.1 Any materials or goods Iberia Blue supply will be:

■ new, unless you agree otherwise; of satisfactory quality; of the description you give for their type.

6.2 Iberia Blue will get any materials or goods you ask us to, as long as they are available.

6.3 Iberia Blue will not be liable for:

the satisfactory quality of any materials or goods you provide; or

the satisfactory quality or whether they are fit for purpose of any materials or goods if condition 6.2 applies.

6.4 Iberia Blue will send you a list of any goods, materials and fixtures at the site which we need to remove, for the work period.

7 Ownership of materials or goods

Iberia Blue retain ownership of any materials or goods delivered to the site until full and final payment has been received.

8 Responsibility for the documents

8.1 You are responsible for the details shown in the documents:

8.1.1 meeting all legal requirements (including planning and building regulations); and

8.1.2 being fit for the intended purposes.

8.2 You must pay all relevant fees under this condition.

8.3 Iberia Blue are not responsible for the details shown in the documents being fit for the intended purposes

8.4 Iberia Blue will be responsible for the details of any documents we produce being fit for the intended purposes.

9 Limits on how or when the site can be used

If there are any limitations on how or when the site can be used these must be advised to us in writing

10 Changing the work

10.1 If you want to change the work, you must :

confirm this in writing. Iberia Blue will then adjust the price if necessary accordingly.

11 Delay or disruption

If the work is delayed or lasts longer than expected for any reason (other than our fault) Iberia Blue will adjust the price accordingly, as specified in condition 10.2, and, if it is your fault, Iberia Blue will be entitled to claim for any losses and expenses caused.

12 Your right to end this contract

Without affecting your other legal rights and remedies, you can end this contract in one (or more) of the following circumstances. If, without reasonable cause, Iberia Blue:

stop work for 14 days in a row; or fail to work steadily; and you send Iberia Blue a written notice, telling us to restart work or work steadily; and Iberia Blue do not do this within seven days of receiving your notice

13 Our right to suspend or end this contract

Without affecting our other legal rights and remedies, Iberia Blue can suspend or end this contract in one (or more) of the following circumstances.

- 13.1 If you fail to pay any interim bill and still fail to pay for seven days after receiving a written notice Iberia Blue send demanding payment.
- 13.2 If you, or anyone you employ or your agent, interfere with or obstruct the work or fail to make the site available for Iberia Blue for the contract period.
- 13.3 If you become bankrupt or go into liquidation, or make a composition or arrangement with your creditors (or any one or more of these).

After Iberia Blue use our right to suspend this contract, Iberia Blue can end it, if you are still at fault (as specified in conditions 13.1 – 13.3). Iberia Blue will be entitled to:

all relevant payments under condition 2.1; and
any costs involved in suspending or ending this contract; and
any losses Iberia Blue suffer (including loss of profit) resulting from suspending or ending this contract.

14 Extending the contract period

Iberia Blue may extend the contract period by a reasonable period to take into account any one (or more) of the following.

- 14.1 Your delayed instructions or lack of instructions on any one (or more) of the following:
changes to the work (see condition 10); or
your choice of materials (see condition 6).
- 14.2 If Iberia Blue suspend this contract (see condition 13).
- 14.3 If the work is obstructed by any matter Iberia Blue do not control.
- 14.4 Weather conditions which delay or prevent Iberia Blue continuing the work.

15 Guarantee / Defects liability period

The defect liability period commences at the date on the final payment invoice.

Construction: The concrete shell for 10 years
All electrical and mechanical fixtures and fittings for 2 years
Interior finish for 3 years

Refurbishment: All electrical and mechanical fixtures and fittings for 2 years
Interior finish for 3 years

- 15.1 During the defects liability period Iberia Blue will put right any defects in the work due to faulty workmanship or materials. Iberia Blue will not charge you for this.
- 15.2 However, we will not be responsible for any one (or more) of the following defects:
 - 15.2.1 due to the conditions of the site or relevant property, that existed before we began work
 - 15.2.2 caused by you or any other person or caused by any event, which happens after the completion date; or
 - 15.2.3 anything excluded under condition 6.3.
 - 15.2.4 damage to interior finish due delay in filling the pool of more than 3 days from application, dirty water being used or filtration systems not being started within 1 day on pool being filled.

16 Subcontracting

Iberia Blue can subcontract any part of the work, but we will still be responsible for the work.

17 Clearing the site

Before the completion date we will remove all rubble, surplus materials, rubbish, tools on the site and leave it clean and tidy. Iberia Blue will not be responsible for removing any items you, or any person we don't control, place on the site.

18 Preparation of the site

Included in the quote is digger hire to excavate on the basis that the pool levels will be on good ground and that the spoil can be left on site. If we hit hard rock, then extra machinery and labour will be required and additional costs will be incurred. Excavation is also based on that no under floor peering and no re-routing of mains services will be required, if during excavation it is discovered that under peering is required or mains services are located, we will inform you and the additional costs will be advised upon completion of the excavation stage

19 Supply of water and cleaning of pool on completion

- 19.1 The client is required to supply the water for the pool and to ensure the water is clean and of a good quality.
- 19.2 Iberia Blue requires water be placed in the pool within 3 days of completing the interior finish
- 19.3 Iberia Blue can prime the pumps for you the first time if requested, after this, it is necessary to ensure the pool is keep clean and free of debris
- 19.4 Iberia Blue will not be liable for:
cleaning the pool upon filling the pool with water
any staining due to the supply of dirty water or insufficient cleaning of the interior once the pool has been filled with water

Pool safety products

All our pool safety options are sold as barriers to hinder access to a swimming pool, our products are considered to be an aid for the prevention of drowning and do not replace common sense and individual responsibility. None of these systems should preclude adult supervision.

Pool safety nets

A pool net in good condition properly secured over a pool that is filled to the correct level will support a child above the water and the pool edge. Please be sure to regularly check the condition of the net, fastenings and water level in your pool.

1 Guarantee

We offer a guarantee for 3 years from the date of installation. The net has been UV and chemical treated and will withstand the harshest climatic conditions and chemicals. The safety net will not shrink when left on or off the swimming pool. The brass anchors and stainless steel hooks will not rust. If you have any problems with your net, please contact us immediately.

Care for your net

The net comes with a 3 year guarantee, yet the net should last for around 8 years when properly cared for. When storing the net, take care not to have any abrasive or sharp objects nearby that could damage the net. Beware that hot area such as BBQ's or pumps could also damage the net. Dogs and rats have been known to chew on the netting, take care to store the net in a safe place away from rats and when in place over the pool, regularly check for any damage.

Minor repairs

Repairs can be made to your net, please contact us immediately and we will endeavor to repair the net for you as quickly as possible, a small charge may apply.

2 Payment

50% deposit is required on ordering a pool net from Iberia blue, as we generally hold our product in stock there is no delay in delivery time. Final payment is required upon installation of the net.

Pool safety fence

1 Guarantee

We offer a guarantee for 5 years from the date of installation. The transparent mesh is pvc coated polyester and the fence posts are powder coated high grade aluminum. If you have any problems with your fence, please contact us immediately.

Care for your fence

The fence comes with a 5 year guarantee, yet the net should last for around 8-10 years when properly cared for. If you take the fence down to store, take care not to have any abrasive or sharp objects nearby and that could damage the net. Beware that hot area such as BBQ's or pumps could also damage the net. Rats been known to chew on the fencing when stored.

Minor repairs

Repairs can be made to your fence, please contact us immediately and we will endeavor to repair the fencing for you as quickly as possible, a small charge may apply.

2 Payment

50% deposit is required on ordering a fence from Iberia blue, as we generally hold our product in stock there is no delay in delivery time. Final payment is required upon installation.

Pool safety covers with bars

1 Guarantee

We offer a guarantee from the manufacturer for 3 years from the date of installation. The cover is fabricated from a high grade of PVC coated polyester and the posts are anodized aluminum. If you have any problems with your cover, please contact us immediately.

2 Payment

50% deposit is required on ordering a fence from Iberia blue, as we generally hold our product in stock there is no delay in delivery time. Final payment is required upon installation.