

# Kitset Terms of Sale & Installation Responsibility

Version: 24 September 2026

## 1. What we supply

Southern Plunge Pools (NZBN 9429051379056) supplies a fibreglass plunge pool shell and the kitset components listed on your quote ("the Kit"). Unless your quote says otherwise, we do not install the Kit, prepare your site, or carry out any excavation, plumbing, electrical, drainage, fencing or building work.

## 2. Your consumer rights

Nothing in these terms limits your rights under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986. If the Kit is faulty, not of acceptable quality, or not as described, we will put it right as the law requires.

In addition to those rights, we warrant the structural integrity of the pool shell for 25 years and the gelcoat for 1 year from delivery, subject to these terms. Pumps, filters, heaters and other fittings are covered by their manufacturers' or suppliers' warranties, not ours; we will pass on those warranty details and help you make a claim.

## 3. Your responsibility for installation

You choose to install the Kit yourself or through contractors you engage. You are responsible for:

1. Installing the Kit in accordance with NZS 1839:2025 Swimming pools – Premoulded fibre-reinforced plastics – Installation, the New Zealand Building Code, and any manufacturer instructions for pumps, filters and heaters.
2. Assessing your site, including ground conditions, groundwater, drainage, slope, retaining, underground services and access.
3. Excavation and backfill, and the safety of anyone working on or near the site.
4. Obtaining any building consent, resource consent or council approval, and arranging required inspections.
5. Installing and maintaining a compliant pool barrier (fence or, for small heated pools, a compliant safety cover) under the Building Act 2004 before the pool is filled.
6. Having all electrical work — power supply, pumps, heaters, lighting and equipotential bonding — done by a licensed electrician, with a Certificate of Compliance.
7. Using licensed tradespeople for any plumbing, gasfitting or drainage work.

## 4. Limits on our liability

We are not liable for loss, damage, injury or cost that results from:

1. installation, site preparation or other work carried out by you or your contractors;
2. installation not carried out in accordance with NZS 1839:2025, the New Zealand Building Code, or the manufacturer's instructions for equipment;
3. ground movement, groundwater, hydrostatic pressure or site conditions we were not told about, including a pool emptied or left empty without professional advice;
4. modification, misuse, lack of maintenance, or water chemistry not maintained as set out in clause 5; or
5. lack of a compliant barrier, consent or electrical certification.

This clause does not apply where the loss is caused by a fault in the Kit, or by our own negligence or breach of these terms. Where we are liable, our liability for indirect or consequential loss is excluded to the extent permitted by law.

## 5. Water chemistry and gelcoat care

Water balance is your responsibility once the pool is filled. Poorly balanced water can permanently damage the gelcoat surface through staining, discolouration, chalking, scaling, etching or blistering. You must:

1. Test the water at least every two weeks, and after heavy use or rain, using a reliable test kit or a pool shop.
2. Keep the water balanced within standard pool ranges — as a guide, pH 7.2–7.6, total alkalinity 80–120 ppm, free chlorine 1–3 ppm and stabiliser (cyanuric acid) 30–50 ppm — with calcium hardness kept within normal pool levels. If you use a salt chlorinator or other sanitising system, keep salt and other levels within the range specified by that equipment's manufacturer.
3. Dissolve chemicals as directed and never pour granular or tablet chlorine, acid or other chemicals directly onto the pool surface, or leave floating chlorinators resting against it.
4. Only use chemicals, cleaners and equipment suitable for fibreglass pools.
5. Keep a simple record of test results and chemical additions. We may ask to see it, or a recent water test, if you make a warranty claim about the surface.

Damage to the gelcoat caused by water chemistry, chemical handling or unsuitable products is not a manufacturing fault and is not covered by our warranty. This does not affect your rights if the damage is caused by a fault in the shell or gelcoat itself.

## 6. Pool safety warning

### **WARNING:**

**CHILDREN MAY DROWN IN THIS POOL. To keep your family safe and prevent drowning, this pool requires a barrier to surround the entire pool, such as a 1.2m high fence.**

**[www.building.govt.nz/poolsafety](http://www.building.govt.nz/poolsafety) · [www.watersafetynz.org](http://www.watersafetynz.org)**

## 7. Advice and installers

We do not install pools. We are happy to share general advice about installing the Kit, but any advice we give by phone, email or in person is general guidance only and is given free of charge. We have not inspected your site. Before relying on it, you must confirm it with your council and a qualified engineer (and, where relevant, a licensed builder, electrician or plumber) for your particular site. Where their advice or requirements differ from ours, theirs apply.

We supply kitset pools only and do not supply, employ or recommend installers. If you engage an installer, builder or contractor, they contract directly with you, and we are not responsible for their work, advice or pricing.

## 8. Business customers

If you are acquiring the Kit for the purposes of a business, you agree that the Consumer Guarantees Act 1993 does not apply, and that sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 do not apply, to the extent permitted by law. We both agree this is fair and reasonable.

## 9. Acceptance

These terms form part of every quote we issue. Please sign the acceptance page and return it to us (a photo or scan by email is fine) before paying. Paying a deposit or the purchase price by bank transfer against our quote also confirms you have read and accept these terms.

## Acceptance of Terms

I/we confirm that I/we have read, understood and accept the Southern Plunge Pools Kitset Terms of Sale & Installation Responsibility (version 24 September 2026), including that installation, site works, council consent, pool barrier, electrical work and water care are my/our responsibility.

Please sign and return this page to [enquire@southernplungepools.co.nz](mailto:enquire@southernplungepools.co.nz) before paying. Payment of a deposit or the purchase price also confirms acceptance.

**Customer name(s)**

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**Delivery / site address**

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**Quote number**

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**Signature**

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**Date**

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I/we confirm I/we have received the pool safety warning notice. Initials: \_\_\_\_\_