Terms and conditions

Pool and spa servicing, equipment supply and installation, repairs, diagnostics and inspections.

1. Parties, documents and protected rights

1.1 Who supplies the work. “Palatial”, “we” and “us” mean the legal supplier identified by its full legal name and ABN in the quote, trading as Palatial Pools. “Customer” and “you” mean the person or entity named as the customer and responsible for payment. Identify your authorised contact and their spending limit before work. A tenant, manager or other representative must identify who is engaging us and confirm their authority to approve work for them.

1.2 Contract documents. The contract comprises the accepted quotation, its supplied specifications and scope, these terms as provided before acceptance, and later agreed variations. Specific agreed job terms take priority over these general terms to the extent of a conflict. Mandatory legal requirements take priority over every contract document.

1.3 Consumer rights. Nothing in the contract excludes or limits rights or remedies that cannot lawfully be excluded, including under the Australian Consumer Law (ACL). Palatial remains responsible for the care, skill, suitability and other standards required by law. Scope limitations do not excuse defective work or misleading representations.

1.4 Legal requirements. Some jobs have additional legal requirements. We follow any applicable licensing, approval, insurance and documentation requirements before carrying out work or taking payment. Any mandatory rules about payments, changes to the work or cancellation take priority over these terms.

2. Quotations and acceptance

2.1 What the quote covers. Unless stated otherwise, a quote is open for 30 days. It states the scope, inclusions, exclusions and price basis. For work billed by time, it identifies any attendance charge and included time, the labour rate, any separately chargeable items, and the first authorised spending cap. An estimate is identified as such. Customer prices are in Australian dollars and include GST unless a lawful alternative is clearly stated.

2.2 How you accept. After receiving the relevant quote or booking summary and these terms, you may accept by signature, the quotation system, email or SMS identifying the job. Where law allows, you may also give express verbal approval under clause 4.2. Paying an expressly requested deposit may evidence acceptance if the quote and terms were first supplied. Access to the site, silence or receipt of an invoice alone does not establish acceptance.

2.3 Changes and errors. Before acceptance, a corrected quote may replace an earlier offer. After acceptance, Palatial cannot simply increase the agreed price to fix its own error or omission; any proposed change requires agreement or another lawful basis. Customer information will be reasonably checked where relevant to our expertise, rather than relied on blindly.

2.4 Before we confirm a booking or order. We confirm a paid booking or equipment order after the customer or authorised contact accepts the scope and price or spending cap, and we receive any agreed upfront payment under clause 12.2. Tell us before you accept if you need a purchase order, owner approval or insurer approval. The named customer is responsible for payment unless the quote expressly makes it conditional on payment by someone else.

Installation prices and approvals

3. Combined supply-and-installation prices

3.1 Installation allowances. A package price includes the specified goods, installation scope and any included installation time. The quote states the allowance for each item or an agreed shared allowance. It is a pricing allowance. Completing the agreed work in less time does not reduce the package price or create a credit.

3.2 Fixed prices and extra time. Work within a fixed-price scope stays at that price unless the accepted quote clearly sets out an allowance and the basis for extra time. Where that basis applies, only reasonably necessary, authorised chargeable time beyond the included allowance is billed. Additional scope and any approval to spend above the cap are dealt with under clause 4.

3.3 How time is counted. The default is elapsed working time for the quoted installation, counted once even with several technicians. It includes agreed disconnection, installation, setup, testing, commissioning, labelling and handover. Separate allowances are pooled only if the quote says so. Shared time is counted once.

3.4 Installation extra time. Approved installation time beyond the quoted allowance is billed at $140 per hour including GST, subject to clause 4.4. Multiply the hourly rate by actual chargeable minutes divided by 60, then round the amount to the nearest cent. There is no automatic minimum extra time charge.

3.5 Time excluded from charges. We exclude ordinary breaks, overlap, avoidable delays on our side, correcting our errors and free remedies required by law. Travel, preparation off site, material collection, waiting, return visits and specialist reporting are chargeable only if separately disclosed and approved, with no duplicate attendance or labour charges.

3.6 Additional personnel. We do not charge separately merely because we choose to send extra staff. If you request accelerated completion or another requirement reasonably needing additional personnel, we will first agree their number, duties, rate, period and maximum additional cost. The quote must identify the incremental staffing charge and prevent overlap with the default elapsed-time charge.

4. Variations, limits and approval

4.1 Approval before extra work. We specify what changed, the extra scope, the price or rate, the GST-inclusive maximum extra cost and any effect on timing. An accepted quote may authorise defined extra work up to a stated cap. The cap is a ceiling. We bill the agreed fixed price or actual authorised charges, as applicable.

4.2 Record of approval. Approval must come from the named customer or an authorised contact acting within their limit. An SMS, email, signed approval or electronic acceptance must identify the work and cost agreed. Where verbal approval is lawful, we record who agreed, when, the job, scope, fees and cap, and promptly confirm them in writing. Silence does not give approval. If the law requires a particular form of approval, we use that form.

Changes and included work

4. Limits, pauses and work after 7 pm

4.3 Pause at the limit. We flag likely overruns and pause the affected work if the next step would exceed the agreed scope, time limit or spending cap. You may approve a further stage or defer it. We continue unaffected agreed work where safe and practicable, leave the site reasonably safe and explain the restart requirements. We may take immediately necessary protective steps as permitted or required by law. A safety step only attracts a charge if authorised or otherwise lawfully payable.

4.4 After 7 pm. Except for immediately necessary protective steps under clause 4.3, work on site after 7:00 pm Melbourne time requires Palatial's approval and your express prior approval of the scope, rate and cost cap. Approved, separately chargeable minutes after 7 pm are billed at $280 per hour including GST in place of the $140 rate for those minutes. A late finish on work already included in a fixed price carries no automatic charge. Clause 3.5 and all statutory remedies still apply. Without approval, we make the site reasonably safe and agree a time to resume.

5. Included work and exclusions

5.1 Installation scope. Unless the quote states otherwise, a quoted equipment replacement includes disconnection of the replaced item, installation at the agreed accessible position, ordinary local PVC connections specified or reasonably necessary for that replacement, normal setup, testing, commissioning, labelling and basic handover. A known requirement necessary for the promised installation must be included or clearly identified before acceptance.

5.2 Separate work. Unless included in the quote, work on unrelated pipework, valves or controls, concealed leak detection, excavation, restoration, specialist reports and separate trade services are outside the scope. Clause 5.6 covers site alterations and relocation. The quote states any known dependencies and who arranges them. Extra requests during a visit, including small repairs and additional tests, require approval under clause 4. These exclusions are subject to the agreed outcome and work required by law.

5.3 Materials and substitutions. Extra components and materials outside the quoted scope require agreement on price or pricing basis. Palatial will not substitute materially different equipment without approval. Existing compatible components may be reused where agreed and reasonably suitable; reusing them does not represent that every part of the existing system has been renewed.

5.4 Customer-supplied equipment. If we agree to install equipment you supply, you are responsible for providing the agreed item and available instructions. Palatial will advise of suitability concerns reasonably identifiable within our expertise. We remain responsible for our installation services; an unrelated product defect is assessed separately. Extra work caused by incompatible or incomplete supply requires authorisation.

Installation location and site conditions

5. Installation location and separate site work

5.5 Installation location. Installation requires suitable clearance, ventilation, drainage and access for maintenance. We advise you on these requirements and recommend an appropriate location. You choose the final position from locations we confirm meet the manufacturer's requirements and applicable safety standards. If you choose a suitable position that differs from our recommendation, we explain and record the material risks before installation. By confirming the position, you accept those disclosed risks to the extent they arise from your choice and the law allows. We remain responsible for our advice, workmanship and obligations under law.

5.6 Site alterations and equipment relocation. Structural modifications, concrete pads, drainage alterations and relocation of other equipment are excluded unless expressly listed in the quote. We quote these items separately and charge for them only if you approve the additional work under clause 4. We identify any work you need to arrange with another contractor.

6. Concealed conditions and faults revealed in operation

6.1 Existing infrastructure. A quotation is based on the inspection actually undertaken and information reasonably available at the time. Unless separately scoped, it does not include exposing concealed infrastructure, destructive investigation or certification of the whole pool system. We will identify relevant inspection limitations and known concerns rather than imply a comprehensive survey has occurred.

6.2 Commissioning can reveal faults. Restoring circulation, pressure or heating can reveal leaks, weak joints, damaged underground pipes, failed valves or other defects that were not apparent while equipment was inoperative. Their investigation or repair may fall outside the replacement scope. A fault appearing during or after our work does not, by timing alone, establish that it was pre-existing or that Palatial caused it.

6.3 Physical or specialist constraints. Where a concealed condition, unexpected service, hazardous equipment or other constraint prevents safe, lawful or technically suitable completion and was not reasonably identifiable beforehand by a competent pool technician exercising due care and skill, Palatial may suspend the affected work. We will record the finding, explain the limitation, identify specialist input needed and discuss practicable alternatives.

6.4 Separate fault, separate decision. If a separate fault prevents completion, we explain the findings, what is complete, what is blocked and the options for a paid investigation, a separate repair or rescheduling. The approved diagnostic work and any separately priced stage properly completed may be invoiced as agreed under clauses 8 and 12. Extra work requires approval. We remain responsible to the extent our work or advice caused or contributed to the issue. If the job cannot continue, clause 13 applies.

Safe access and fault finding

7. Site and trade safety

7.1 Customer cooperation. Provide reasonable, clear access to the agreed work areas, identify known hazards and restrictions, and secure children and animals away from work. Tell us about known concealed services, flooding, damaged electrical equipment, asbestos or other relevant risks, and supply available plans or previous reports. This does not require you to warrant that no hidden defect exists.

7.2 Palatial precautions. We will assess risks relevant to the proposed work, use reasonable protective measures and respond to hazards a competent pool technician should recognise. Customer access obligations do not transfer our own safety duties. We will advise before planned interruption of equipment or utilities and explain necessary precautions.

7.3 Electrical, gas and specialist work. Routine pool service is not a comprehensive electrical, gas or structural compliance inspection. Work requiring a licence or registration must be performed by an appropriately authorised person. Suspected electrical hazards, unsafe conduits, water ingress or other specialist concerns will be referred and affected work suspended where necessary. Being outside our specialist trade scope is not permission to ignore an apparent hazard.

7.4 Underground and intrusive work. Excavation, penetration and work near concealed services require suitable service-location and risk controls before proceeding. Plans and customer recollection alone do not guarantee exact service locations. Unexpected services or hazardous materials may require a revised method or specialist assessment. Additional chargeable work requires clause 4 approval.

7.5 Draining, refill and major leaks. Draining, substantial water lowering and refill must be expressly scoped and preceded by an assessment appropriate to the pool and site, including foreseeable groundwater, shell movement, drainage and discharge risks. Opaque water may obscure defects. Equipment replacement or water clearing does not certify the shell or underground pipes as watertight. Significant leakage or suspected ground or structural instability may require work to stop and an engineer or other specialist to assess the risk. We will notify you promptly and take reasonable steps to limit harm.

8. Diagnostic and inspection services

8.1 Book the first paid investigation. We agree the fault to investigate, the attendance fee and what it includes, any separate testing rate, the maximum fee and the deliverables. Investigation is a paid service under its agreed scope. A repair or further investigation is a separate decision under clause 4 unless included in the scope. We exercise due care and skill and meet any binding purpose or result.

8.2 Findings and further reporting. We provide the agreed record of work, findings, limits and next steps, distinguishing observed faults from possible causes. Detailed reports for insurers or third parties, extended analysis and further visits require a separately agreed scope and fee if outside the original brief. The original deliverables, ordinary invoice queries and required remedy assessment are handled under their existing terms and applicable law.

Diagnostics and system performance

8. Diagnostic charges and inspection limits

8.3 When a fault remains unresolved. We can invoice the completed, authorised investigation at the agreed price or rate, including where the fault is intermittent, remains unresolved or a separate condition prevents repair. We apply included allowances and credits first. Tests already included in an installation package stay within that package. Only amounts lawfully due are billed if the work ends early, subject to your remedies and clause 13.4.

8.4 Inspection limits and use. An inspection records conditions accessible at the inspection time using the agreed methods. Concealed, intermittent or later defects may require further tests. Each inspection tier requires its own supplied scope; a tier number alone does not define coverage. Reports are for the named site, client and stated purpose and may be shared with advisers for that purpose. They are not structural, electrical, barrier-compliance, valuation or investment certification unless expressly included and lawfully provided. This does not exclude reasonable reliance on the actual service or remove liability for careless reporting.

9. Performance, maintenance and operating conditions

9.1 Specified purpose. Tell Palatial the purpose and performance requirements before acceptance, including desired water temperatures, seasonal use, available electrical supply, noise or space restrictions, and known hydraulic issues. We will identify material assumptions or limitations relevant to the recommendation. This does not override purposes already made known to us or excuse an unsuitable recommendation.

9.2 Existing-system variables. Flow, heating time, energy use, filtration and treatment results depend on factors including pipework, available flow, weather, pool volume, covers, water chemistry, debris load and operating hours. A projection must state its assumptions. Quoted scope does not promise undisclosed numerical outcomes, but Palatial remains responsible for binding representations, agreed specifications and applicable fitness-for-purpose duties.

9.3 Customer operation. After handover, follow supplied operating, maintenance and safety instructions; maintain reasonable water level and chemistry; and report abnormalities promptly. Damage actually caused by misuse, neglected maintenance or an unrelated third-party alteration is assessed on evidence. It does not automatically extinguish unrelated consumer rights or every warranty claim.

9.4 Water treatment. A cleaning or treatment visit addresses the quoted condition at that time. Ongoing clarity and sanitation depend on continued filtration, dosing and maintenance. Extra chemicals, repeated visits and treatment of separate defects must be disclosed and authorised where outside the quote. Palatial will identify any need to restrict swimming or equipment use. A general water test is not a microbiological or public-health certification.

Scheduling and completion

10. Other trades and scheduling

10.1 Who engages the contractor. The quote must distinguish a subcontractor engaged by Palatial to perform our scope from an independent contractor engaged directly by you. We remain responsible for our contractual obligations when using subcontractors. For a direct customer engagement, the contractor is responsible for its own work and charges; Palatial remains responsible for its own advice, coordination and any contribution to loss.

10.2 Timeframes. We will state whether a date is an estimate or a firm commitment and perform within the agreed time or, where none is agreed, a reasonable time. Multiple visits, cure periods or third-party dependencies will be disclosed where known. No term makes every delay automatically excusable.

10.3 Events outside reasonable control. For a material event genuinely outside reasonable control, including severe weather or unavoidable utility or supply interruption, Palatial will promptly explain the impact, mitigate it and propose a reasonable revised programme. Relief applies only to the affected obligation and justified period. It does not create extra charges without agreement, excuse avoidable staffing or procurement failures, or require indefinite delay. Statutory cancellation rights and clause 13 remain available.

10.4 Access, waiting and further visits. If an agreed access arrangement or prerequisite you are to arrange is missing, we will contact you where practicable and minimise wasted time. Charges for an unsuccessful attendance, waiting or rescheduling apply only on a basis agreed in advance, within the stated cap and to the extent reasonable and attributable to that issue. Agree any return outside the original scope under clause 4. Returns already included in the quote, corrections to our work and required free remedies carry no extra attendance charge.

11. Commissioning and handover

11.1 Completion record. We will perform the agreed commissioning and provide relevant operating information, settings and known restrictions. If a separate fault prevents commissioning, we will record installed work, tests performed, outstanding items and the safe status of the system. Installation alone is not described as fully commissioned when it is not.

11.2 Completed stages and outstanding work. We record what is complete, any remaining tests or work, and the proposed next step. Agreed stage payments apply to the particular stages that are properly complete. A pause does not make unperformed work payable. Any signed handover records what was supplied and leaves your rights about hidden defects and your other legal rights intact.

Invoices and deposits

12. Invoices, deposits and account recovery

12.1 Payment due in five business days. Payment is due by the end of the fifth business day after the invoice date. We send each invoice to your nominated billing contact on the date of issue and show the due date on it. Business days exclude Saturdays, Sundays and public holidays observed in Melbourne. Any payment period required by law takes priority.

12.2 Quote deposits. We set the deposit for each job based on its scope, supplier commitments and risks. Your quote shows the exact deposit before you accept it. We calculate it on the total quoted price including GST. Any lower deposit limit or restriction on taking payment required by law takes priority over the table below.

Total quote including GST	Deposit where permitted
Under $10,000	Up to 40%
$10,000 and above	15% to 25%

We credit the deposit against the agreed price. Where the quote requires upfront payment for a visit or equipment order, we confirm it after receiving payment. An upfront fee for a call-out, investigation or inspection counts towards the agreed charge for that service. We refund any unused balance due. Clause 13 applies if work ends early.

12.3 Invoice details and credits. We identify what was supplied, the relevant quote and approved extras, the hours or minutes and rate where applicable, materials, credits and the due date. We credit advance payments and show any agreed reduction on the invoice. Consumers can request a free itemised bill within 30 days of supply or receipt of the bill, whichever is later. We provide it within seven days of the request.

12.4 If you dispute an amount. Tell us which items you dispute and why. We review the approvals and work records, share relevant details and correct the account where needed. We pause collection and interest on any genuinely disputed amount while it is being resolved. Any undisputed amount remains due, subject to your rights under law, including any lawful right to withhold or set off payment.

Overdue accounts and cancellations

12. Overdue accounts and further work

12.5 Overdue accounts and formal recovery. An unpaid balance becomes overdue when the payment deadline passes. For any undisputed amount lawfully due, we begin formal recovery on the next business day with a written demand stating the amount, how to pay and the response deadline. If it remains unpaid after that deadline and any required notice period, we may refer the debt for collection or begin proceedings in the appropriate court or tribunal. We may take lawful steps to enforce an order made in our favour.

12.6 Interest and recovery costs. Interest applies only if the accepted quote specifies the rate and when it starts. It is limited to a maximum of 10% per year, calculated daily as simple interest on overdue, undisputed principal. We may recover reasonable external costs actually incurred to the extent permitted by law or ordered by a court or tribunal, including filing fees and legal costs where recoverable.

12.7 Pausing work for non-payment. If a material, overdue and undisputed amount on the job remains unpaid, we may pause the affected future stage after written notice, where lawful and proportionate. We identify the affected work and explain what is needed to resume. We leave the site reasonably safe and meet our safety and legal obligations. The pause itself carries no fee.

12.8 New bookings and goodwill credits. For new work outside an existing commitment, we may decline a booking or offer prepaid terms when an undisputed amount is overdue. The office reviews goodwill requests and confirms any agreed credit and the items it covers in writing.

13. Cancellation, suspension and ending the work

13.1 Customer cancellation. If you cancel accepted work for personal reasons and have no statutory right to cancel without charge, we may invoice approved work properly performed and recover reasonable, documented, unavoidable costs incurred for the booking. Examples include agreed preparation, return freight and unrecoverable charges for approved special-order items. Any cancellation charge must have a basis disclosed before acceptance. Statutory rights, applicable cooling-off and remedies for our breach take priority.

13.2 Reducing the amount due. We minimise the loss, deduct avoided costs, supplier refunds and recoverable value of retained, returned or resold goods, and credit payments already made. We itemise the work and any lawful costs once. Deposits count towards the amount lawfully due. Clause 13.4 covers the balance.

13.3 Pause, restart or end the affected work. If access, a concealed condition or an agreed prerequisite prevents safe or lawful completion, we explain the issue and discuss a reasonable restart plan. If there is no reasonable solution, or a material suspension lasts 20 business days without an agreed plan, either party may end the affected unperformed work by written notice, subject to mandatory procedures and earlier rights. A pause because of a separate fault does not itself trigger a cancellation charge. Each party remains responsible for its own breach.

13.4 Final account. We promptly account for goods supplied and retained or returned, work properly performed and work still outstanding. Where a package ends early, we allocate any amount lawfully due for the part supplied within the agreed price and credit payments once. The reason the job ended and your legal rights determine what is due. We provide an itemised account and refund any undisputed balance due within 10 business days of establishing it, or sooner if required by law.

Support after installation

14. Consumer guarantees and manufacturer warranties

14.1 Two distinct protections. Manufacturer warranties are additional promises subject to their lawful terms. They do not replace your statutory rights against Palatial as supplier. Consumer guarantees may continue beyond a stated warranty period, depending on the goods, price, representations and circumstances. Expiry of a manufacturer warranty does not by itself justify refusing a claim.

14.2 Contact Palatial. Contact service@palatialpools.com.au with the equipment or job details, symptoms and available evidence of purchase. We will reasonably assess the claim and explain the proposed next step. We do not require the original packaging or automatically require you to pursue the manufacturer instead of us. Stop unsafe equipment where this can be done safely and tell us promptly of an urgent risk.

14.3 Manufacturer assistance. We may arrange a manufacturer or authorised technician to assess or perform an appropriate remedy. If you prefer, you may deal with the manufacturer directly. Using that route does not remove our statutory obligations, make an otherwise free remedy chargeable, or require you to accept unreasonable delay. A manufacturer's rejection is not conclusive of your ACL rights.

14.4 Available remedies. The remedy depends on the nature of the failure and applicable law. A remediable non-major failure must be addressed within a reasonable time. A major failure, an unremedied failure or another statutory circumstance may give you rights to rejection, replacement, refund, cancellation, compensation or recovery of reasonable rectification costs. We will not insist on repair where the law gives you a different choice.

14.5 Necessary remedy costs. Where the ACL requires Palatial to provide a remedy without charge, we will not impose diagnostic, removal, freight, travel, reinstallation or commissioning charges that we are legally required to bear as part of that remedy. Unrelated upgrades, separate defects or customer-requested work may be quoted separately; they are not bundled into a mandatory claim-handling fee.

14.6 Unrelated faults and paid investigations. If a visit may be chargeable because the issue is unrelated to our supply or work, we explain the charging trigger, rate or fixed fee and cap and obtain your approval before attendance. We charge only where lawfully payable and supported by findings. Failure to reproduce a fault or a manufacturer's refusal alone is insufficient. We remove or refund charges that are part of a remedy we must provide without charge.

Workmanship and ongoing service

14. Workmanship and consumer remedies

14.7 Workmanship and statutory responsibility. Palatial is responsible for installation and other services to the standard required by law and any additional express promise we make. These terms do not create an arbitrary expiry of workmanship responsibility, nor restrict a valid remedy to the manufacturer's equipment warranty. They do not require payment of a new call-out fee for a remedy we must provide free of charge.

14.8 Evidence and reasonable access. Please provide reasonable access for assessment and retain relevant records where practicable. We will not require a release of legal rights as a condition of providing a statutory remedy. This assessment process does not prevent emergency protective action, an applicable right to use another repairer, or approaching a regulator, tribunal or court.

Installed equipment. Consumer guarantees apply to equipment connected to your system. Available remedies, including any right to reject the goods and responsibility for removal costs, depend on the facts and applicable law.

15. Separate service arrangements

15.1 Future servicing. Regular maintenance, remote monitoring, ongoing fault surveillance and future attendance are included only where expressly agreed. A one-off installation does not create an ongoing monitoring contract. This does not limit post-installation obligations or consumer remedies.

15.2 Recurring service. The service agreement states visit frequency and scope, included labour and materials, what is payable separately, any pre-approved extras and cap, access, billing and cancellation. Clause 4 applies to one-off work beyond that scope or cap. A rate change applies to future visits only on advance notice under that agreement, with a reasonable opportunity to cancel those visits without penalty.

16. Goods, ownership and disposal

16.1 Goods awaiting installation. Until goods are delivered into your agreed custody, Palatial bears responsibility for their safekeeping. On-site storage and security arrangements must be agreed. You are responsible for reasonable care of goods expressly entrusted to you, but not automatically liable for loss caused by Palatial or matters you could not reasonably prevent. Palatial remains responsible while handling and installing them.

16.2 Ownership until payment. To the extent permitted by law, we retain ownership of identifiable goods we supply until their agreed price is paid. Any recovery of goods must follow applicable law and any required consent or court process. We may enter your property, disconnect equipment or remove goods for recovery only with lawful authority.

Property, records and concerns

16. Customer property and disposal

16.3 Customer property. Equipment left with us for assessment, repair or storage remains your property. If it is uncollected, we follow the legal requirements for notices, holding periods, records, proceeds and any disposal.

16.4 Removal and waste. Disconnection necessary for a quoted replacement is dealt with in clause 5. Removal from the property and disposal of old equipment, media or other specified waste are included only if stated. Otherwise we will identify the items and agree a safe place for them pending your arrangements, subject to our own waste and safety duties. Our tools and ordinary installation packaging are removed unless agreed otherwise. Extra removal charges require prior approval.

17. Responsibility for loss

17.1 Proportionate responsibility. Each party remains responsible to the extent its breach, negligence or other legally actionable conduct causes loss. Existing defects, customer instructions or other contractors may be relevant to causation but do not automatically release Palatial from responsibility. We will take reasonable precautions for foreseeable damage to surrounding surfaces and property.

17.2 No blanket release. You do not indemnify Palatial against its own defective work or negligence, and these terms contain no general waiver of consumer remedies, foreseeable consequential loss recoverable by law, personal injury rights or misleading-conduct claims. Liability and any recoverable compensation are determined by the contract and applicable law. Both parties should take reasonable steps to avoid unnecessary further loss.

18. Records, communication and complaints

18.1 Job and approval records. We keep records relevant to the job, including the accepted scope, authorised contact, approvals, time, findings, work photos and billing. We take reasonable steps to safeguard personal information and limit disclosure to legitimate service, professional advice or legal purposes. Identifiable customer or property images require separate consent for marketing.

18.2 Concerns. Send concerns to service@palatialpools.com.au with the job reference and requested resolution. We will acknowledge within two business days and aim to provide a substantive response or progress update within five business days, with urgent risks prioritised. These are communication commitments, not a restriction on statutory remedy timeframes.

18.3 Resolving disputes. We will try to resolve concerns using the relevant job records. You may seek urgent relief or contact Consumer Affairs Victoria, another appropriate dispute resolution body, VCAT or a court. These terms do not require private arbitration or reduce any legal time limit for making a claim.

18.4 General. Victorian law governs, subject to any mandatory law applying to the customer or transaction. An invalid term is severed only to the extent the remaining contract can lawfully operate. Failure to enforce a term once is not an automatic waiver. Changes to these terms apply to future agreements or expressly agreed variations, not existing work by unilateral website update.

Before, during and after your visit

Appendix A. Your quote and visit

Your quote sets out the agreed work, costs and who can approve a change. This appendix explains how we use it.

Before the visit. We agree the scope, access arrangements and any upfront payment. You nominate the person who can approve work and tell us about any restrictions or approvals needed.

If more work is needed. We explain the findings, next step and maximum extra cost. We pause work beyond the existing approval and leave the site reasonably safe while you decide whether to proceed.

At the end of the approved stage. We record what was done, provide the agreed report or handover and issue the account, with payments and credits shown.

What to look for on your quote

Customer and approval	Customer responsible for payment, the site, billing contact and authorised approver. Include any approval limit or purchase order.
Scope and installation	Equipment, work, intended result, installation position, known dependencies and included installation time.
Site preparation	Clearance, ventilation, drainage and service access. Identify any separately priced pad, drainage work or equipment relocation.
Attendance and diagnostics	Attendance fee and what it includes, labour or fixed diagnostic price, report and maximum approved charge including GST.
Extras and pauses	Any extra work already approved and its cap. Apply clause 4 before work goes beyond the approved scope or limit.
After 7 pm	If approved, set out the scope, period and cap. The rate is $280 per hour including GST for separately chargeable minutes under clause 4.4.
Deposits and payment	Exact deposit, how it is credited, stage payments where agreed, invoice deadline and any costs on cancellation.
Inspection only	Inspection scope, methods, access limits, report purpose, deliverables and fee cap.

Example. If a $160 attendance fee excludes labour and you approve up to 60 minutes at $140 per hour, the cap is $300 including GST. With 30 chargeable minutes, the invoice is $230 including GST. Repairs outside that scope need separate approval.