Estimation Particulars - 5 Year Warranty

The following list is the basis on which this estimation is submitted. Any pre-determined assumptions in the enquiry documentations are superseded by the documents associated with our submission and the clauses there-in.

References to "Customer" in these estimation particulars are references to the individual(s) or organisation/ corporate entity to whom the estimate is addressed.

Where a specific Opportunity Reference Number is not specified, the inclusion of these Estimation Particulars (either electronically or hard copy) with the Estimate will deem them included and applicable.

General

1. Our current lead from order receipt, including all necessary information in terms of scope and drawings (and clear funds in our account where deposits have been requested) is **18 weeks** unless expressly stated otherwise in the body of the estimate.
2. This estimate remains open for acceptance for a period of **3 months** from the date of its creation, after which point, we reserve the right to adjust the price at our discretion.
3. The estimate assumes that all works will be carried out and completed in a period not exceeding **12 calendar months** from the receipt of the order. Balance of unpaid order value falling beyond this time frame will be increase by the Office of National Statistics CPIH annual rate plus 2.5%, on a monthly basis.
4. Any cost increases that are incurred during the project may be presented to the Customer, with substantiation, as evidence and justification of a cost variation.
5. The payment structure / plan is as follows unless agreed otherwise in writing and referenced in the 'Order Acknowledgement'. All figures are percentages of the overall order value.

Deposit / Initial Payment

a. Pool manufacture 25%
This is 25% of total pool amount.
Payment to be made 7 days after receiving order confirmation and issue of invoice.
Invoice to be raised and issued on receipt of order for payment within 30 days.

b. Payment on delivery of pool 25%
Invoice to be raised and issued for payment within 30 days.

c. The remaining applications to as per contract process.

6. Any other payment plan, other than that stated in the preceding clause, must be agreed in writing and referred to in the Estimate, or amended and specifically referenced in the Order Acknowledgement.
7. Should works be cancelled for any reason, the Deposit payment is non-refundable. All costs incurred for other works will be calculated, include overhead and profit and submitted for payment.
8. A warranty will be provided for the relevant elements, the details of which can be found either within the body of the Estimate of on our website 'www.innovacareconcepts.com'. The validity of the warranty is reliant on having a constant live link to the system management module via the internet, and the submission of monthly Condition Reports by an independent pool maintenance company or an Innova approved engineer.

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Exclusions and Limitations

The following exclusions and limitations apply to the goods and services:

9. There has been an assumption that both public and private ground will be suitable for the delivery and unloading of the equipment and materials, including any subterranean features. Any additional costs incurred to deal with unforeseen issues relating to delivery and unloading will be charged in line with our 'Daywork Rates'.

10. The Customer is responsible for advising us of any materials, structures or any other items/areas which are or could reasonably be considered as being hazardous to health and safety when we are carrying out the works ("Hazardous Issues"). Should any Hazardous Issues arise, or we are of the opinion such Hazardous Issues may arise if we continue, work will stop immediately, and the Customer will be advised of the risk and the actions we propose to take. Should the Customer be unable to provide assurance or require assistance in determining the building condition or how to deal with any Hazardous Issues, then please request further guidance on addressing this issue. Such guidance by us is outside the scope of this initial estimate and may require additional fees to be charged by us to enable the works to progress.

11. Unless specifically referenced, the fabric of the existing, or planned, building and its compliance with legislation in line with the intended use is the Customer / Contractors responsibility.

12. We have not allowed, unless expressly stated in our Estimate, for any works or associated costs in relation to Planning Permission or Local Authority approval. We have also not included for any cost or charges in connection with services, utilities or property related liabilities.

13. We have not allowed for the payment of any fees regarding Building Regulations Inspections, testing or other statutory fees that may be applicable, all costs for such fees to be borne by the Customer.

14. We have assumed that all utilities are of a suitable capacity and design to be appropriate for the installation. No allowance has been made for the alteration, or approval for use, of any utilities and the compliance with 'Providers' requirements is the responsibility of the customer.

15. We have not costed for any works to the fabric/structure of the building, unless specified within the estimate.

16. We have not included for any works relating to improving existing services or utilities or works involved in ensuring compliance with current regulations or local providers requirements. – at time or writing domestic electrical installations being altered need to be brought up to 18th edition (next edition likely to be mid 2023) requirements – a likely on cost of circa £1,000. (recommend specific costs confirmed prior to proceeding).

17. Our design liability is limited to the equipment we supply and install in connection with delivery the Scope of Work as defined in the estimate.

18. No cranage cost is included, any required is to be provided by contractor for pool lift.

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19. Equipment

1. Innova warrants that on delivery, and for a period of 12 months from the date of delivery, the pool products will conform in all material respects with their description and any applicable specification and shall be free from material defects. If some or all of the products do not comply with the warranty set out in this clause, the Company will, at its option, subject to the rest of this clause, either make good by repair or by the supply of a replacement, defects which, under proper use, appear in the products within a period of 12 months after the products have been delivered and installed, provided that:

    1. the Customer notifies the Company in writing of the claimed defects immediately on their appearance;

    2. the Company is satisfied that the defects arise solely from faulty design (other than a design made, furnished or specified by the Customer), materials or workmanship;

    3. if required by the Company, the product claimed to be defective are returned to the Company at the expense of the Customer; and

    4. where the Customer requests the Company to install the replacement product it shall pay for those Services.

2. The repaired or replacement products will be delivered to the Customer at the original place of delivery, but otherwise the provisions of these Conditions shall apply to any repaired or replacement.

3. As an alternative to clause 18.1, the Company shall be, in its absolute discretion, entitled to return the sums paid by the Customer for the defective products to the Customer if the Customer has already paid such sums when the claimed defect is notified by the Customer to the Company.

4. The Company shall not be liable for the product's failure to comply with the warranty in clause 18.1 if:

    1. the Customer makes any further use of such products after giving a notice in accordance with clause 18.1.1;

    2. the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the products or (if there are none) good trade practice;

    3. the defect arises as a result of the Company following any drawing, design or specification supplied by the Customer;

    4. the Customer alters or repairs such products without the prior written consent of the Company;

    5. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;

    6. the products differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards; or

    7. the Goods in question are perishable Goods.

8. If the Goods upon examination are not found to be defective the Company's reasonable costs of the examination and all costs of carriage to and from the Company shall be borne by the Customer.

9. Except as provided in this clause 18, and /or unless the Customer is a consumer, the Company shall have no liability to the Customer in respect of the Innova pool products' failure to comply with the warranty set out in clause 18.1.

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19. Pool Shell

1. The Company warrants that:

    1. it will use reasonable skill and care in carrying out any design work associated with the pool shell and the same will conform in all material respects with their description and any applicable goods specification and shall be free from material defects; and

    2. any failure of the shell's structural components which in the reasonable opinion of the Company has no cause other than as a result of defects in materials or workmanship arising in their manufacture will at the Company's discretion be replaced or repaired by the Company or its authorised agent.

2. For the purpose of this warranty "structural components" consist of those components supplied by the Company as part of the pools fabric namely the wall panels, corner sections, framework, post supports, braces, bolts and washers used in constructing (together the structural components).

3. Structural components supplied by Innova as part of the pool shell are sold with the benefit of a five (5) year warranty (Warranty Period) with all replacement Structural Components supplied to the purchaser free of charge save for freight charges which must be pre- paid by the purchaser. The warranty period will commence on the date of purchase specified in the certificate of purchase issued on receipt of payment in full. This warranty is valid only if the original order documentation is presented along your maintenance contractors maintenance records in accordance with the requirements of the Operation and Maintenance Manual guidelines.

4. Where the pool has been installed by the Company or its authorised agent 100% of any labour charges incurred by the Company in repairing or replacing a structural component arising out of a valid claim made in years

    1. 1-2 of the Warranty Period shall be fully covered under this warranty (unless manufacturer's Guarantee states otherwise).

    2. valid warranty claims made in year 3 -5 inclusive, will cover labour costs at the following ratio's, but exclude replacement parts, and cover other costs reasonably incurred by the Company on the following decreasing percentage basis:

        i.) Year 3: 75% - customer will required to contribute 25%

        ii.) Year 4 : 50% - customer will required to contribute 50%

        iii.) Year 5 : 25% - customer will required to contribute 75%

        <u>If Extended Warranty Option Activated</u>

        valid warranty claims made in year 3 -12 inclusive will cover labour costs at the following ratio's, but exclude replacement parts, and cover other costs reasonably incurred by the Company on the following decreasing percentage basis:

        i.) Years 3 to 5: 75% customer will required to contribute 25%

        ii.) Years 6 to 9: 50% customer will required to contribute 50%

        iii.) Years 10 to 12: 25% customer will required to contribute 75%

5. Other out of pocket costs such as any reasonable travelling and accommodation expenses incurred in effecting repairs or replacement of components do not fall within the scope of this warranty. All repairs and replacements will be performed by the Company or a nominated agent unless otherwise authorised in writing by the Company. Replacement of Structural Components under the warranty will not lead to extension of the warranty period.

6. Where a pool shell has been purchased as a self- installation / assembly pool and has not been installed by Innova or its authorised agent in the event of a valid claim within the Warranty Period only the defective Structural Components will be replaced and supplied to the purchaser free of charge save for freight charges which must be pre- paid by the purchaser.

7. On receipt of payment in full the Company will issue to the Customer a Completion Certificate or Receipt and an Operation and Maintenance Manual (O & M) setting out the full scope and terms of the warranty outlined herein in cluding conditions, exceptions and claim procedures. The terms set out in that O & M will from part of these Conditions and take precedence over the warranty terms set out herein.

8. We would bring to your attention the requirements for cleaning, regular servicing and independent inspections and reports required as part of the Operating and Maintenance Manual and ergo necessary responsibilities to maintain the validity of the warranty.

21. Third Party Products

1. Unless otherwise agreed in writing the Company gives no warranty or guarantee in relation to any Third Party Products contained in the Goods and the Customer shall rely only on any warranty or guarantee provided directly by the manufacturer of the Third Party Products.

2. The Company will subject to receipt of payment in full promptly on completion of the Services or delivery/ installation of the Goods as the case may be arrange for the benefit of all other available Third Party manufacturers and/or product or materials guarantees relating to the Works to be delivered to the customer.

22. Generally:

1. Warranties do not become effective until all sums due in respect of the Works have been paid in full.

2. If the Customer is a business, except as provided in this clause 18, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 18.1.

3. If the Customer is a consumer, the rights contained in this clause 18 are in addition to the Customer's legal rights in relation to the Goods that are faulty or not as described. Advice about the Customer's legal rights is available from their local Citizens' Advice Bureau or Trading Standards office. Nothing in these Conditions is intended to or will affect these legal rights.

4. For the avoidance of doubt nothing in these Conditions or the Warranties will cause the Company to be liable for the costs associated with emptying, filling or chemically balancing of the water in any Innova pool shell which is the subject of a valid claim under clauses 18.2 or 18.3 of these Conditions.

Assumptions

1. The following elements of the offer form the basis on which this estimate is submitted. Any pre-determined assumptions in the enquiry documentations are superseded by the documents associated with our submission and the clauses therein.

2. References to "Customer" in these estimation particulars are references to the individual(s) or organisation/corporate entity to whom the estimate is addressed.

3. Notice to commence on site, for each and every individual phase is 6[JG5.1] weeks, subject to all necessary information being agreed and Innova's possession at the point of receiving the Notice to Commence, unless agreed and confirmed by the Contractors Project Program, issued in advance of the notice period for stock / standard products.

4. The works are expected to take * days/weeks over * [JG6.1]number visits. Should this allowance be amended to suit client requirements, the cost of the amendments will be calculated in line with our Schedule or Rates included in this submission.

5. Lead time for non- standard / stock or fabricated products is subject to manufacturer or procurement lead times. Current lead time for the non-standard / fabricated products in this submission is 17 [JG7.1] weeks from agreed order receipt, design approval, specification confirmation or drawings approval in writing.

6. All works that should be completed by 3rd parties prior to our attendance (at each phase) must be completed, or at an agreed stage. It is the Contractor / Customers responsibility to ensure the required state of readiness is achieved. Incomplete preparation may incur costs as outlined elsewhere in this document

7. The estimate assumes that all elements of the existing fabric, structure and single points of fixing (including but not limited to the items at a – g below) within the building / room / location are capable of achieving / meeting the performance criteria required by the equipment being installed unless otherwise stated.

    a. Steelwork (structure)

    b. Steelwork sheeting.

    c. Concrete.

    d. Timber < 50mm lateral.

    e. Timber < 50mm vertical.

    f. Walls – Brick / Block.

    g. Walls – Stud / Partitions / Lightweight Block

8. We have assumed that we will be afforded the free and unrestricted use of office and welfare facilities for the duration of our works, together with mains electricity/water supplies.

9. The Customer, for the purposes of the CDM Regulations 2015, is the "Principal Designer". Should the Customer require Innova to fulfil this role, or the Principal Contractors role (as defined in the CDM Regulations), please contact us for further information.

10. Unless specifically stated otherwise, Innova Care Concepts Ltd are to be considered a 'Contractor' as defined by the CDM 2015 Regulations.

Daywork Rates - 2026

HYDROTHERAPY

Item	Unit	Rate
Pool and Mechanical - 2 Man Team	Day	£625.00
Electrical - 2 Man Team	Day	£750.00
HVAC and Ductwork - 2 Man Team	Day	£750.00
Designer	Day	£334.00
Project Management	Day	£563.33
Travel	Mile	£0.55
Accommodation	Night	£450.00

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