



FIBREGLASS SWIMMING POOL WARRANTY

Issued by Fibreglass Specialists Limited trading as Capital Pools & Spas

Warranty Details

Pool model	
Pool serial number/ Client Name	
Installation address	
Installation date	
Warranty commencement date	
Customer / owner name	

Important: This warranty should be retained with all maintenance records, water testing records, invoices and handover documents. Nothing in this warranty limits rights available under the Consumer Guarantees Act 1993.



1. Warranty Overview

Thank you for choosing a Capital Pools fibreglass swimming pool. Capital Pools & Spas is committed to manufacturing and supplying premium quality fibreglass swimming pools. This document outlines the warranty coverage for the pool shell, cosmetic finish and associated equipment supplied at the time of installation.

This warranty applies to the pool identified on the front page and should be read together with the pool owner maintenance guide, water care instructions and equipment manuals supplied at handover.

2. Ten Year Structural Shell Warranty

Capital Pools warrants that the fibreglass swimming pool shell will remain structurally sound and free from structural defects caused by faulty materials or workmanship for a period of ten (10) years from the date of installation.

For the purpose of this warranty, a structural defect means:

- Structural cracking that results in water loss;
- Structural failure of the pool shell;
- Separation or fracture of the fibreglass structure caused by defective manufacture.

Where a valid warranty claim is accepted, Capital Pools may, at its option:

- Repair the defect;
- Replace the affected component;
- Rectify the defect using an approved repair method.

3. Five Year Cosmetic Finish Warranty

Capital Pools warrants the factory-applied gelcoat finish against manufacturing defects and osmotic blistering for a period of five (5) years from the date of installation.

This cosmetic finish warranty does not cover:

- Normal weathering or ageing;
- Colour fading or colour variation;
- Waterline staining, calcium scaling or mineral deposits;
- Surface discolouration caused by chemical imbalance or incorrect water care;
- Chemical burns or damage from incorrect chemical use;
- Minor cosmetic imperfections that do not affect the structural integrity of the pool;
- Hairline surface crazing that does not affect structural integrity.

4. Equipment Warranty

Equipment supplied with the pool is covered by the individual manufacturer warranty for that equipment. Capital Pools will assist with manufacturer warranty claims where reasonably possible, however the warranty obligation remains with the relevant manufacturer.



Equipment	Warranty provider
Pump	Manufacturer warranty
Filter	Manufacturer warranty
Chlorinator / sanitation system	Manufacturer warranty
Pool lights	Manufacturer warranty
Heat pump / heating equipment	Manufacturer warranty
Automation or control systems	Manufacturer warranty
Accessories supplied at installation	Manufacturer warranty or supplier warranty
Cover / cover box / roller	Manufacturer warranty

5. Pool Owner Responsibilities

To maintain warranty coverage, the pool owner must take reasonable care of the pool and operate and maintain it in accordance with Capital Pools instructions and accepted pool industry practice.

- Maintain pool water chemistry within recommended levels;
- Maintain pH and sanitiser levels in accordance with the water treatment instructions supplied;
- Operate filtration and circulation equipment correctly;
- Maintain the pool water level above the skimmer opening at all times;
- Follow all maintenance instructions supplied by Capital Pools and equipment manufacturers;
- Keep records of water testing and routine pool maintenance;
- Ensure adequate drainage around the pool area is maintained.
- Note that using a valet service does not replace the owners responsibility to maintain the water balance.

Maintenance records: Capital Pools may request water testing records, maintenance records and photographs when assessing a warranty claim.



6. Installation Requirements

This warranty applies only where the pool has been installed in accordance with Capital Pools installation specifications and accepted industry practice. Where installation is completed by a third party, the owner is responsible for ensuring the installation specifications supplied by Capital Pools are followed.

- Approved foundation and backfill materials must be used;
- Adequate site drainage must be provided and maintained;
- Hydrostatic relief provisions must be installed where required;
- The pool must be adequately supported in accordance with the installation specifications;
- Relevant installation documentation should be retained by the owner.

7. Warranty Exclusions

This warranty does not cover any defect, damage, deterioration, loss or cost arising directly or indirectly from any of the following:

Ground and site conditions

- Ground movement, subsidence or settlement
- Landslides, earthquakes, flooding or hydrostatic pressure
- Inadequate drainage, retaining wall movement or site instability

Improper use or maintenance

- Misuse, abuse, neglect or accidental damage
- Failure to maintain correct water chemistry
- Use of unsuitable chemicals or incorrect chemical dosing
- Failure to operate filtration and circulation equipment correctly

External factors

- Storm, fire, vandalism, civil disturbance or events beyond reasonable control
- Vehicle impact or damage caused by other trades
- Unauthorised modifications, repairs or alterations

Landscaping and construction

- Excavation near the pool after installation
- Damage caused by landscaping, decking, paving or building works
- Movement of surrounding structures, retaining walls or pool surrounds



Cosmetic conditions

- Staining, calcium scale, mineral deposits or waterline marks
- Colour fading, normal weathering or general wear and tear
- Surface marks that do not affect pool structure

8. Draining of the Pool

The swimming pool must not be completely drained without first consulting Capital Pools or a suitably qualified pool professional. Fibreglass pools can be affected by ground water pressure and site conditions when emptied.

Damage resulting from unauthorised draining of the pool is excluded from warranty coverage. Capital Pools recommends that any pool draining be carried out by authorised or suitably qualified service personnel familiar with fibreglass pool construction.

9. Making a Warranty Claim

If a defect is believed to exist, the owner must follow the warranty claim process below.

Stage	Required action
Step 1	Notify Capital Pools in writing as soon as reasonably practicable after becoming aware of the suspected defect.
Step 2	Provide proof of purchase, photographs of the defect, a description of the issue, installation details, and water testing or maintenance records if requested.
Step 3	Allow Capital Pools or its authorised representative reasonable access to inspect the pool and assess the claim.
Step 4	Do not carry out repair work without prior written approval from Capital Pools. Unauthorised repairs may void this warranty.
Step 5	Provide clear records of water test results for the time of pool ownership, including any available water testing history, service records and chemical treatment records.



10. Limitation of Liability

To the maximum extent permitted by law, Capital Pools' liability under this warranty is limited to the repair, replacement or rectification of the defective product or affected component.

Capital Pools shall not be liable for any indirect, consequential, incidental or economic loss arising from a defect in the product, except where such liability cannot lawfully be excluded.

11. Consumer Guarantees Act

Nothing in this warranty limits or excludes any rights or remedies available to consumers under the Consumer Guarantees Act 1993 or any other applicable New Zealand legislation.

12. Transfer of Warranty

This warranty may be transferred to a subsequent property owner, provided Capital Pools is notified in writing within thirty (30) days of the ownership transfer and proof of original installation and ownership history is provided. The remaining warranty period only shall apply.