POD Terms and Conditions

Version v2026-11 (November 2026). Applies to all POD homes, commercial PODs and Extra Work.

Spinks Investments Limited, trading as SpinksInvest · Flower Business Park, Naivasha, Kenya · KRA PIN P051650509X · sales@spinksinvest.com · 0796 813 228

1. About these terms

1.1 These terms apply to every POD (residential and commercial) and to Extra Work supplied by Spinks Investments Limited, trading as SpinksInvest ("SpinksInvest", "we", "us"). Extra Work means additions to an existing client's POD, such as decks, deck and entrance covers, septic systems, solar systems and upgrades.

1.2 These terms form part of every quotation and invoice that refers to them. Paying a deposit, or for Extra Work paying the invoice, confirms that the client has read and accepts them.

1.3 If a quotation or invoice contains specific written terms that differ from these terms, the quotation or invoice applies for that point.

1.4 The version of these terms in force on the date the client pays applies to that order. Earlier versions remain available on request.

1.5 Nothing in these terms limits any right the client has under the Consumer Protection Act (Cap. 501) or other Kenyan law that cannot be excluded.

2. Quotations and prices

2.1 Quotations are valid for 30 days from the date of issue. After that, prices may change.

2.2 Paying the deposit fixes the price for the scope described in the quotation.

2.3 The quotation sets out what is included, including transport and on-site logistics as assessed at the site visit.

3. Payment

3.1 POD. 70% deposit to start production; 20% two weeks after production begins; 10% when the POD arrives on site, before assembly begins.

3.2 Extra Work. 100% of the invoice before work begins.

3.3 Non-refundable. Deposits and payments are non-refundable once paid. Materials are ordered as soon as the deposit is received, so an order cannot be cancelled after that point.

3.4 Late payment. Overdue amounts attract interest at 5% per month from the due date until paid. We may stop work until overdue amounts are paid.

4. What is not included

4.1 Unless listed in the quotation, the price does not include:

- permits, county approvals and any related fees
- mains power and water connections, and plumbing beyond the POD
- septic and grey water systems
- landscaping and external works
- generator hire, charged at Kshs 3,500 plus VAT per day where required
- site security, charged at Kshs 1,500 plus VAT per day if the client cannot provide it
- costs arising from site conditions under clause 6

5. Client responsibilities

5.1 Permits and approvals. The client is responsible for obtaining and paying for all county approvals, permits and permissions, and for confirming that the land is legally available for building, before installation.

5.2 Site readiness. The client provides safe, clear access to the site and makes the site ready by the agreed installation date.

5.3 Security. The client provides adequate security on site for the full duration of the build, unless SpinksInvest provides it under clause 4.

5.4 Information. The client gives us accurate information about the site, its boundaries and any services on or under the land.

6. Site conditions

6.1 Our price is based on the access and ground conditions seen at the site visit.

6.2 If conditions on the day differ, for example a changed access route, rock, water or unstable ground, and this creates an actual extra cost to us, we will explain it and quote the extra cost in writing before continuing. We charge only the actual additional cost.

7. Changes

Any change to the agreed scope must be agreed in writing. Changes may affect the price and the timeline, and are charged as additional work.

8. Timeline, delivery and storage

8.1 Delivery times in our quotations and brochures are estimates. We will meet agreed timelines as far as reasonably possible and tell the client promptly about any delay.

8.2 No compensation is payable for delays caused by the client, weather, acts of nature, permit or approval delays, or other events outside our reasonable control. The timeline is extended by the length of the delay.

8.3 If the client delays delivery more than 30 days after the POD is ready, storage is charged at Kshs 10,000 per week from day 31 until delivery.

9. Risk and ownership

9.1 SpinksInvest is responsible for loss of or damage to the POD and its materials until handover.

9.2 Risk passes to the client at handover. The client is responsible for insuring the POD from that date.

9.3 The POD, and all materials supplied for it, remain the property of Spinks Investments Limited until paid for in full.

10. Non-payment

10.1 If the client does not pay as agreed, we may stop work and leave the site.

10.2 After giving 14 days' written notice, we may enter the site and recover any parts of the POD and materials not permanently fixed to the ground. By paying the deposit, the client consents to this.

10.3 To resume work after a stoppage for non-payment, the client must first pay a remobilisation fee of Kshs 60,000.

10.4 No warranty applies until the final payment has been made.

11. Handover

11.1 At handover, our site manager walks through the POD with the client, the handover documents are signed, and the client receives the owner's maintenance guide.

11.2 The client has 14 days from handover to report any defects to us in writing. We will put right any reported defect that is our responsibility.

11.3 After 14 days, defects are dealt with under the warranty in clause 12. Damage caused after handover is not covered.

12. Warranty

12.1 Period. SpinksInvest gives a 12-month warranty from the date of handover. It takes effect once the final payment has been made and the handover documents have been signed.

12.2 What is covered. We will repair or replace, at our choice, any of the following items supplied and installed by us that fail because of a defect in materials, manufacture or installation:

- workmanship and structural assembly, including the steel subframe and foundations built by SpinksInvest
- wall and roof insulated panel systems, and roof waterproofing
- electrical wiring, switches, sockets and light fittings
- plumbing and fittings within the POD, and the hot water system
- doors, windows and their hardware
- cabinetry, wardrobes, vanities and countertops
- flooring, sanitary ware and bathroom fittings
- internal finishes, including walls and paintwork

12.3 Supplied equipment. Appliances, solar systems, hot water systems, pumps and other supplied equipment carry the manufacturer's warranty only. SpinksInvest does not guarantee these items, but will do everything reasonable to help the client make a claim with the manufacturer or supplier. On-site removal or repair of these items attracts a call-out fee.

12.4 What is not covered.

- damage after handover, including damage to cladding, walls or cabinetry, and broken glass

- misuse, neglect, accidents or lack of maintenance as set out in the owner's maintenance guide
- normal wear and tear and cosmetic deterioration
- natural movement of timber: timber may shrink, warp, twist, crack or change colour, and this is not a defect
- natural variation in colour, grain or texture of timber, stone and paint
- movement or failure of the client's land, or ground conditions outside our control
- utilities, drainage, septic systems and connections not installed by us
- extreme weather, natural disasters and other events outside our control
- pest damage
- items supplied by the client or by others

12.5 Work by others. If anyone not authorised by SpinksInvest repairs, alters or adds to the POD, the warranty no longer covers the items affected or any damage that work causes.

12.6 Making a claim. Report claims in writing to sales@spinksinvest.com within the warranty period, with photos and a description. The client must allow reasonable access for inspection and repair.

12.7 After the warranty. Repairs and site visits after the warranty period are charged, including a call-out fee based on distance, which we confirm before the visit.

12.8 New owners. If the POD is sold during the warranty period, the warranty passes to the new owner for the remaining period, provided we are notified in writing.

12.9 Extended warranty. An Extended Warranty Plan may be offered separately, on its own terms.

13. Photos and marketing

13.1 We may photograph and film completed PODs and use the images in our marketing.

13.2 We never publish the client's name, the location of the property or any personal details without the client's written permission.

13.3 The client may opt out at handover, or at any time by writing to us. We will then stop using new images of the client's POD. Material already printed or published before the opt-out may remain in circulation.

14. Personal data

We use the client's personal information only to quote for, deliver and support their order, in line with the Data Protection Act, 2019.

15. Disputes

15.1 If a dispute arises, either party should raise it in writing, and both parties will try in good faith to resolve it within 14 days.

15.2 If it is not resolved, the parties will try mediation.

15.3 If mediation does not resolve it, the dispute will be referred to arbitration in Nairobi under the Arbitration Act (Cap. 49), by a single arbitrator agreed by the parties or, failing agreement, appointed by the Chartered Institute of Arbitrators (Kenya Branch).

15.4 These terms are governed by the laws of Kenya. This clause does not stop a consumer from using any complaint route available under Kenyan consumer law.

16. General

16.1 If any part of these terms is found to be invalid, the rest remain in force.

16.2 We may update these terms from time to time. Updates do not affect orders already paid for under an earlier version.

16.3 Questions about these terms: sales@spinksinvest.com or 0796 813 228.