POD POOL Terms and Conditions

Version v2026-11 (November 2026). Applies to POD POOL 20 and POD POOL 40.

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 POOL supplied by Spinks Investments Limited, trading as SpinksInvest ("SpinksInvest", "we", "us").

1.2 These terms form part of every quotation and invoice that refers to them. Paying the deposit 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 the deposit 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 Installation, placement, foundation or supports and drainage are quoted as separate line items, based on the site visit.

3. Payment

3.1 60% deposit to start production; 30% when the pool is complete at our factory, before delivery; 10% on commissioning, before handover.

3.2 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.

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

4. Client responsibilities

4.1 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, before installation.

4.2 Power and water. The client brings a suitable power supply to the pool location and supplies the water for filling.

4.3 Access. The client provides safe access for the delivery truck and any crane or lifting equipment, as agreed at the site visit.

4.4 Information. The client gives us accurate information about the site and any services on or under the land.

5. Site conditions

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

5.2 If conditions on the day differ 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.

6. Changes

Any change to the agreed scope, including colours, finishes or options, must be agreed in writing and may affect the price and the timeline.

7. Timeline, delivery and storage

7.1 Delivery times are estimates. We will tell the client promptly about any delay.

7.2 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.

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

8. Risk and ownership

8.1 SpinksInvest is responsible for loss of or damage to the pool until handover.

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

8.3 The pool remains the property of Spinks Investments Limited until paid for in full.

9. Non-payment

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

9.2 After giving 14 days' written notice, we may enter the site and recover the pool and any equipment we supplied. By paying the deposit, the client consents to this.

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

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

10. Commissioning and handover

10.1 Once placed and connected, the pool is filled, tested and commissioned. Our team then walks through the pool and its equipment with the client, the handover documents are signed, and the client receives the owner's maintenance guide.

10.2 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. Warranty

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

11.2 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:

- the container structure and its marine-grade coating
- the fibreglass pool lining, internal steps and seating
- pool plumbing and fittings
- the pre-wired electrical control panel and wiring
- the decking over the pump compartment and the lockable compartment doors
- foundations or supports built by SpinksInvest

11.3 Supplied equipment. Pumps, filters, automatic chlorinators, heaters and lights 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.

11.4 What is not covered.

- staining, fading or damage to the lining caused by incorrect water chemistry or chemical dosing
- damage from running the pump dry or operating the pool partly empty
- damage from moving or relocating the pool after placement, unless done by SpinksInvest
- supports, slabs or foundations not built by SpinksInvest
- water supply, drainage and power connections outside the unit
- misuse, neglect, accidents or lack of maintenance as set out in the owner's maintenance guide
- normal wear and tear and cosmetic deterioration, and natural movement or colour change of timber decking
- extreme weather, natural disasters and other events outside our control
- items supplied by the client or by others

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

11.6 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.

11.7 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.

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

12. Pool safety

12.1 From handover, the client is responsible for the safe use of the pool, including supervising children and non-swimmers, and fitting any fencing, covers or signage required by law or by the property's use.

12.2 The client must keep the pool water balanced and the equipment maintained as set out in the owner's maintenance guide.

13. Photos and marketing

13.1 We may photograph and film completed pools 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 pool. 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.