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# Australian Standard

## CONTRACT FOR SUPPLY AND CONSTRUCTION OF A SWIMMING POOL

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CAUTION: THIS CONTRACT IS PRINTED ON SELF-CARBON PAPER—USE  
BACKING SHEET BEHIND 'DUPLICATE' PAGE OF EACH PAIR.



**PUBLISHED BY THE STANDARDS ASSOCIATION OF AUSTRALIA  
STANDARDS HOUSE, 80 ARTHUR ST, NORTH SYDNEY, N.S.W.**

*Incorporated by Royal Charter*

This contract is the Australian Standard Contract published by the Standards Association of Australia and was prepared by a committee composed of representatives of consumer organizations, government departments and swimming pool construction contractors.

## NOTES FOR THE GUIDANCE OF USERS OF THE CONTRACT (These notes are not part of the Contract)

The following notes have been provided to assist users of the contract, and to explain the intent and effect of some clauses. For complete understanding of the contract, however, it is necessary to study all the clauses.

**1 : Format of the Contract.** The contract should be printed in an easily readable typeface no smaller than 10 point Times, to ensure that the customer can read the contract without difficulty.

NOTE: In South Australia, however, it is a requirement of the Consumer Transactions Act 1972—73 (S.A.) that such contracts be printed in a type of size at least as large as 11 point Times, or if the contract is produced directly or indirectly by a typewriter, of such dimensions that there are not more than 11 characters per inch.

**2 : Correct Location of the Pool.** In entering into a contract for the construction of a pool, the attention of the parties involved is directed to the need to ensure that the boundaries of the customer's property are accurately known and clearly defined, and that the pool is accurately located within them at the commencement of construction. In the building of swimming pools, which are by their nature both costly and permanent, this is a subject that often does not receive sufficient attention.

**3 : Subclauses 2.1 and 2.2—Details regarding pool, customer, property and excavation.** These sections of the contract provide for full identification of the details of the pool that the customer is ordering, and are intended to prevent any confusion at a later stage. Some of the details provided for may not be relevant to a particular pool, while in other cases there may be additional relevant details that are required; in these circumstances such other details should be set out in the special conditions section (subclause 2.5), when the contract is being filled in.

THE DETAILS CALLED FOR IN THESE SECTIONS SHOULD BE PROPERLY FILLED IN. IT WILL NOT BE SUFFICIENT TO SIMPLY MAKE REFERENCE TO A CONTRACTOR'S OR MANUFACTURER'S BROCHURE ETC.

These sections cover the basic details relevant to the contract, but these details may not constitute a complete technical specification. A requirement of the contract is that such a technical specification, accompanied by plans, shall be prepared by the contractor for the customer's approval, upon their entering into the contract.

**4 : Subclause 2.3—Items not included in the contract price.** Where any of the items shown in this section, or any other relevant items, are not included in the contract price, such items shall be clearly identified under this section. In using this contract, the contractor shall delete any items that he includes in his price, but, in any event, all relevant items that are not included must be identified here.

The listing provided in subclause 2.3 is not exhaustive, but mentions items that are generally agreed to be extras and are not included in the contract price. However, in some cases it may be desired to include some of these items in the contract price, and in this event, such items should be crossed through if they appear in subclause 2.3 and initialled by both the customer and the contractor or his agent. The inclusion of such items should then be written in under subclause 2.5—Special conditions.

**5 : Delays (Clauses 4, 7 and 8).** Where delays occur for any of the reasons set out in Clause 4, and to the extent that they are beyond the control of the contractor, then the contractor is entitled to claim an extension of time. This includes delays which are consequential effects of these causes as well as those which are direct effects.

Under Clause 8, where the contractor is ready to proceed, but delays the work on the instruction of the customer, then the customer is liable for any additional direct costs which result from this delay.

**6 : Clause 6—Schedule of payments.** Customers should note that payments to be made under Clause 6 fall due for payment immediately upon completion of the respective stages.

*(continued on inside back cover)*

AUSTRALIAN STANDARD
CONTRACT FOR THE SUPPLY AND
CONSTRUCTION OF A SWIMMING POOL

1. Memorandum of Agreement made this ... day of ... 19 ...
between ...
whose registered office is ...
(hereinafter called 'the Contractor') on the one part, and
whose address is ...
(hereinafter called 'the Customer') on the other part;
whereby the Contractor agrees for the consideration set out below to construct a
... swimming pool
(hereinafter called 'the pool') on the construction site located at ...
... (hereinafter called 'the
property') in a good, substantial and workmanlike manner in accordance with
approved plans and the following specifications, and SAA codes where relevant.

DETAILS OF
POOL, PROPERTY
SPECIAL
CONDITIONS,
ETC

2. 2.1 POOL DETAILS
Pool shape: ...
Pool size (waterline dimensions in metres, averaged at extremities): ...
Datum point (coping level at water's edge) in relation to existing ground level or
structures: ...
Off-set steps ...
Swim out area ...
Spa area ... , number of spa jets ...
Other areas ...
Total additional areas: ... square metres
Water depths: ... m to ... m
Interior finish: ...
Surface skimmer, number of: ... Return lines, number of: ...
Automatic pool cleaner connection point ...
... { -set(s) of stainless steel grab rails with 3-niched steps\*
-ladders\*
... underwater lights, supplied with transformer or earth-leakage
circuit-breaker as required by Local Government Authorities
Make and model of filter: ...
Heater type: ... , gross rating: ... MJ

\*Delete whichever is not applicable.

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