



YOUR
Daniel Pool

Daniel Pools

E. DANIEL & CO. (VIC.) PTY. LTD.
443 BLACKBURN RD., PINWOOD, MT. WAVERLEY 3149.
PHONES: 233 3666, 233 3189

The Building Surveyor,

I/We *Mr. H.B.M. SNEDDEN*

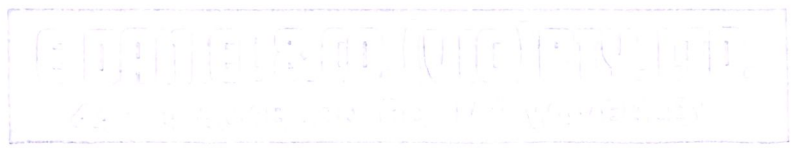
of *22 Pine Court Crescent, Ringwood*

being the OWNER / OWNERS of property situate ..

Lot No.

Street No. *As above*

APPLICATION TO



making an application on my / our behalf for a Permit to

Construct a concrete swimming pool

at the property referred to above, as owned by me / us,

DATED this *24th* day of *December* 19 *75*

[Signature]

WORK SHEET

OWNER..... Mr. B.M. Snedden.....

ADDRESS..... 22 Pine Crescent, Ringwood

PHONE - HOME..... 8708334

BUS..... 613604 or 622521

POOL SIZE (WATER)..... 35' x 15'..... DATUM. (X) On plan.....

POOL DEPTH (WATER)..... 1M - 1.7M..... MAX. OUT OF GROUND.....

BACKWASH TO..... SUBJECT TO COUNCIL..... FILTER SIZE..... 2400.....

BEAM WIDTH..... 12" all round..... PUMP SIZE..... 1 H.P.....

TYPE OF EXCAV..... By backhoe + Tyd Truck.....

ACCESS..... By driveway area of property.....

CROSSING DAMAGE..... Nil Good condition..... LEVELS..... Refer plan.....

INTERIOR FINISH..... Marble sheen.....

POOL DESIGN

INTERNAL TILING..... 12" Mosaics.....

AND FILTER LOCATION

STEP FINISH..... Tiled.....

TOP BEAM FINISH..... Tiled.....

STEP TREADS..... 2 Rows.....

OUTSIDE BEAM FINISH..... Tiled.....

(6" ONLY IN PRICE)

REMOVE & REPLACE FENCE..... Yes: by contractor.....

OWNER ADVICE.....

ADDITIONAL..... (1) Low volt. pool light (Guthrie)

(2) Supply Heater Teledyne Laars DK 250 (Low profile)

(3) Connection of heater to filter.

(4) Flip hoses (and fountain valves)

(5) Reduction of soil left on site.

(6) Please leave some steel rodding

* A On sides (A) + (B) only see plan.

to protrude 3' out from beam for

walkway to be put in later.....

SIGNED..... [Signature]

DATE..... 30.12.75.....

I DID READ AND ACCEPT THESE CONDITIONS AND EXTRAS AS PART OF MY CONTRACT AND AGREE THAT THERE WILL BE NO VARIATION EXCEPT ON A SIGNED CERTIFICATE.

* Approx. 20 cub. yds of soil to be left on site near to Western side of pool.

E. DANIEL & CO. (VIC.) PTY. LTD.

STANDARD SPECIFICATION FOR CONCRETE, IN GROUND, SWIMMING POOL.

NAME... *Mr. B. M. Smedden* LOCATION... *22 Peine Crescent*
Ringwood

E. Daniel & Co. shall provide adequate insurance cover in compliance with all Federal and State Acts.

DIMENSIONS All internal dimensions are water measurements.

POOL SIZE *35' x 15'* DEPTH *1M - 1.7M*

SHAPE *ATHENIAN*

EXCAVATION To depths specified. Excavation by mechanical shovel and trucks on site unless otherwise specified. Does not include repairing or renewing drains, gas or water pipe or similar, damaged during excavation. It is the responsibility of the owner to notify the contractor of location of all likely obstructions.

REINFORCING S12 deformed bar at 200 mm. centres both ways.

CONCRETE Spray mix concrete pneumatically applied.

POOL BASE Screenings minimum 75 mm. deep under concrete creating drainage to combined main drain/hydrostatic valve to relieve under pool water pressure.

INLETS Two return to pool outlets from filter, with directional, flow fitting.

OUTLET From main drain to skimmer and from skimmer to filtration.

BOND BEAM 300 mm. concrete bond beam to top perimeter of pool. Set nominally 150 mm. above ground level.

STEPS Recessed outside line of pool (depending on design). Steps set off shallow end of pool. Finish as for walls and floor.

TILING

STANDARD

Two rows of 150 mm. x 150 mm. tiles or 300 mm. mosaic tiling at water line. Two 150 mm. x 75 mm. granite step treads top of beam. 150 mm. mosaic between treads and down outside.

OPTIONAL

FLOOR & WALL FINISH

Balance of walls and floor in maintenance free marblesheen, finished in light colour.

OPTIONAL

SAFETY LINE

Two recessed cup anchors set into tiles at water line fitted with snap hooks and safety line.

FILTRATION

Hi-rate sand filter fitted with 5-way multiport valve. 1 h.p. self priming pool pump fitted with lint strainer.

PLUMBING

Filter and returns connected in 40 mm. & 32 mm. P.V.C. pressure pipe. A maximum total of 30 m. allowed in price. Cost of connecting Backwash to sewer or stormwater is not included in the Contract price.

ELECTRICAL

Three pin plug adjacent to filter not included in Contract price.

SITE CLEANING

Site will be cleared of all excess material resulting from pool construction only. Landscaping or re-sowing of lawn or gardens not included in contract.

GUARANTEE

Two year structural guarantee on pool. Manufacturers guarantee on all equipment.

CLEANING EQUIPMENT

Vacuum head, hose and telescopic handle. Test kit for chlorine and pH test. Pool brush and Leaf scoop.

THE SWIMMING POOL ASSOCIATION OF VICTORIA

Standard Contract for Swimming Pool Construction



THIS AGREEMENT is made the 30th day of December, 1978 between the person named and described in the Schedule hereto as the Owner (hereinafter called "the Owner") of the one part and the Contractor named and described in the Schedule hereto (hereinafter called "the Contractor") of the other part

WHEREAS :

- (a) The Owner is the registered proprietor of all that piece of land described in the Schedule hereto (hereinafter called "the site").
- (b) The Owner has requested the Contractor to build a swimming pool (hereinafter called "the works") on the site which the Contractor has agreed to do upon and subject to the terms and conditions as set out in the conditions annexed hereto and in accordance with the Drawings and the Specifications signed by the parties (hereinafter called "the Specifications").

NOW IT IS HEREBY AGREED THAT:-

- A. For the consideration hereinafter mentioned the Contractor shall execute and complete the works by the time set out in the Schedule hereto and shall abide by perform and observe the terms and conditions set out herein.
- B. The Owner shall pay to the Contractor for the performance of the works the price set out in the Schedule hereto (hereinafter called "the contract sum") or such other sum as shall become payable hereunder on the dates and in the manner set out in the Schedule hereto and also pursuant to the conditions herein and shall otherwise abide by perform and observe the terms and conditions set out herein.
- C. The works shall be commenced on the commencing date referred to in the Schedule hereto and shall be built in a proper and workmanlike manner and in conformity with the Specifications and in pursuance of the conditions of this Agreement and shall be completed on the completion date referred to in the Schedule hereto or such other date as agreed upon by the parties hereto or such further date as shall be determined by the conditions of this Agreement.
- D. The conditions hereinafter set out shall form part of this Contract.

Permits

1. The Contractor shall obtain all necessary authorities, consents, licences and permits from all responsible authorities to build the works and the Contractor shall take all reasonable steps to obtain such authorities, consents, licences and permits as expeditiously as possible. Should the Contractor be unable to obtain all necessary authorities consents, licences and permits within a reasonable period of the date of the Contract or such further period as agreed to by the parties herein then this Contract shall be at an end and the Contractor shall refund to the Owner all monies paid to date except for all his expenses to the date of such termination.

Compliance with Requirements of Public Authorities

2. The Contractor shall comply with and observe the provisions or directions of any Act, By-law, Order or Regulation of any Parliament, Municipal or Local Authority or of any Public Utility or Corporation which may be applicable to or in respect of the said works PROVIDED THAT where the Contractor is involved in additional cost to enable the completion of the said works as a result of any such provisions or directions which were not in existence on the date of this Agreement or which refer to the use of the land and which have not been disclosed to the Contractor by the Owner the Owner shall pay to the Contractor any expense incurred by him in obtaining the authority, consent, licence or permit which may be required pursuant to any such Act, By-law, Order or Regulation to be obtained for or in respect of the said works or apply for any authority, consent, licence permit which may be required pursuant to any such Act, By-law, Order or Regulation to be obtained for or in respect of the said works or in respect of any alteration or extra to be carried out in connection with the said works.

Specifications

3. Should the Contractor discover any discrepancy or contradiction or error in the Specification he shall immediately notify the Owner of the same and the Owner and the Contractor shall consult with a view to reaching agreement on the correct interpretation of the Specifications.
4. Should there be any divergence or conflict between the Specifications and these Conditions, then these Conditions shall take precedence over and be paramount to the Specifications.

Evidence of Title

5. Prior to the commencement of the works the Owner shall produce to the Contractor evidence to the satisfaction of the Contractor of his title to the site and if requested by the Contractor shall supply an Extract of Title or Survey Plan to indicate clearly the boundaries of the site and any Easement on the site. The Owner being familiar with his/her requirements and property boundaries shall observe the proposed pool when pegged out on the site and shall supervise the location and elevation of the same. There shall be no liability on part of the Contractor for incorrect location thereof, whether on the Owner's property or the property of a third person, and the Owner will indemnify the Contractor against any claims or demands made by any person in respect of any such incorrect location.

Owner Bound by His Agent

6. The Owner hereby acknowledges that he is bound by the terms of this Contract whether the negotiations have been conducted on his behalf by his agent, builder, architect or by him personally.

Indemnity by Owner

7. Where the Contractor's equipment must pass through the land of a third party for access to pool site, the Owner shall be responsible for obtaining the third party's permission and hereby indemnifies the Contractor in the event of such third party making a claim against the Contractor for trespass.

Insurance

8. The Contractor will carry reasonable Public Liability, Contractors All Risks and Workers Compensation Insurance to protect the Owner in respect to work performed under this Contract.

Security

9. The Owner hereby charges the title to the site with the due payment to the Contractor of all monies that may become payable to the Contractor by virtue of this Contract or otherwise arising from the carrying out of the works.

Alterations and Additions

10. All requests by the Owner for changes, alterations or additions in the work shall be subject to acceptance by the Contractor at an additional price to be agreed upon and subject to additional time being agreed to for the completion of the works. A minimum charge of \$40.00 will prevail for any change in location of pool at the Owner's direction after excavation equipment has arrived at the site.

Payment for Extras

11. Goods or services not included in contract price supplied by Contractor at the Owner's request are due for payment at time of installation of same.

Warranties

12. The whole of the terms conditions warranties of and incidental to this Contract are set out herein and in the Specifications herein referred to and shall not be in any way altered varied suspended or affected by reference to any prior stipulations, condition or agreement, whether written or verbal.

13. All warranties shall take effect only when the Owner has complied in full with each and every one of the terms of payment contained herein and any other of the conditions of this Agreement .

14. The Contractor guarantees that the pool structure will remain structurally sound for a period of two years following the date of first filling with water. The term "structurally sound" means the structure is capable of retaining water. Internal surface finishes are not guaranteed against discolouration staining or roughness after completion, caused by algae infestations, calcium scale or other mineral vegetation deposits on the lining. Any item such as filtration equipment, pumps and motors, etc., installed by the Contractor, but not manufactured by it, shall be subject to the same guarantee as given by its manufacturer.

15. The Contractor warrants that the goods he has supplied pursuant to this Contract :

- (a) Are of merchantable quality;
- (b) Being goods of a kind in respect of which a consumer product safety standard has been prescribed pursuant to the Trade Practices Act 1974 comply with any such standard.

Dimensions

16. In accordance with the usual swimming pool industry practice, where two dimensions are quoted for a non-rectangular pool, these indicate the approximate maximum length and the approximate maximum width. Depths quoted are the approximate water depth at the deepest and shallowest parts.

Exclusions

17. It is expressly agreed that the Contractor shall only be responsible for works expressly included in the Contract or Specifications and any other works shall be deemed excluded from the contract price. Without limitation to the foregoing works deemed excluded (unless expressly agreed in the Contract or Specifications) shall be as follows :-

- (a) Removal of trees, tree stumps, reticulation systems, drains, sewer lines, storm water drains, power cables, telephone cables, water and/or gas pipes and other obstructions to access pathway, work area and excavation site and their subsequent replacement.
- (b) The taking up, replanting and repairing of damage to lawns, gardens, driveways or other obstructions.
- (c) Any fencing or other requirements that may be imposed by local or State Government body as a requirement for condition of building application approval.
- (d) In making good damage to installations caused by any act or omission of the Owner, his agent, invitee or licensee during constructions (not being the Contractor, agent, invitee or licensee of the Contractors relating to the work to be performed by the Contractor) and any repairs thereby necessitated shall be paid for by the Owner on the basis of labour and materials used, plus 15% of the total cost thereof provided however that the Contractor shall at all times take reasonable care within the limits of the method of operation to minimise damage to the Owner.
- (e) Piering, footing or other support for the pool floor, including the excavation thereof, or the excavation of rock, shale, clay, foreign objects requiring special ripping, cutting, pneumatic and/or blasting equipment and/or the use of explosives.
- (f) Below 1.219 metres (4 feet) from natural ground level, the sealing off, diversion or pumping of any underground water or the shoring up of filled, sandy or unstable soil.
- (g) Owner agrees that if any damage occurs to the swimming pool after construction by the Owner draining the pool, or using it not in conformity with instructions, the Contractor shall be blameless therefrom.

Delays and Extensions of Time

18. Should the progress of the works be delayed by any of the following causes :

- (a) On account of authorized variations or extras;
- (b) In consequence of any notice given by the Contractor under Clause 19;
- (c) By suspension of works under Clause 19;
- (d) By inclement weather, or conditions resultant from inclement weather;
- (e) In consequence of proceedings being taken or threatened by, or disputes with adjoining or neighbouring owners or residents;
- (f) By reason of any civil commotion or combination of workmen or strikes or lock-outs affecting the manufacture or supply of materials for the Works;
- (g) Trade, gazetted proclaimed or public holidays and any shut down for annual holidays applicable to the locality of the works;
- (h) By any other matter, cause or thing beyond the control of the Contractor;

then in any such case the Contractor shall be entitled to claim in writing a fair and reasonable extension of time provided for completion of the works. Any increase in the cost of completion of the works as a result of any such delay shall be added to the Contract Sum (subject to the Owner's right to refer the same to Arbitration as herein provided).

Suspension of Works

19. Should the Owner fail to pay any progress payment (or any other payment due to be paid pursuant to this Contract) by the due date of such payment the Contractor may, without prejudice to his right to determine his employment under this Contract pursuant to the provisions of Condition 22 below, suspend the works and at the same time give written notice of such suspension to the Owner. Without prejudice to his other rights under this Contract the Contractor may recommence the works within two weeks of the payment due being made and the time for completion shall be extended by a like period to that for which the works were suspended.

Deterioration Due to Suspension of Works

20. The Contractor shall not be liable for damage or deterioration to work carried out due to cessation of work under the Contractor's rights pursuant to Clause 18.

Determination by Owner

21. If the Contractor shall make default in any of the following respects, viz :

- (a) If he commits an act of bankruptcy or executes a Deed of Assignment or Deed of Arrangement or enters into a composition or other arrangement with his creditors or if, being a company, it shall enter into liquidation whether voluntary or compulsory (except for the purpose of reconstruction); or
- (b) If without reasonable cause he wholly suspends the works before completion; or
- (c) If he intimates that he is unable or unwilling to complete the works or he abandons the Contract;

AND if, in the case of any such default as aforesaid that is capable of remedy he shall continue such default for seven days after notice in writing from the Owner specifying the same and stating the Owner's intention of determining the Contractor's employment has been given to him, then the Owner may, without prejudice to any other rights or remedies, by notice by registered mail determine the employment of the Contractor under this Contract and may thereupon or at any time thereafter engage another person or persons to complete the works and, should the total amount of cost of completion by such other person or persons and the amount of progress payments (if any) made to the Contractor by greater than the Contract Sum, the difference shall be a debt due and payable to the Owner by the Contractor and, should the said total amount be less than the Contract Sum, the difference shall be a debt due and payable to the Contractor by the Owner. The work done by such other person must be strictly in accordance with the specifications and the cost must be a reasonable one. The Owner may not give a Notice in pursuance of this Clause whilst he himself is in breach of this Contract.

Determination by Contractor

22. If the Owner shall make default in any of the following respects :

- (a) If he fails to pay the Contractor any progress payment of any other payment pursuant to this Agreement on the due date of its payment; or
- (b) If he commits an act of bankruptcy or executes a Deed of Assignment or Deed of Arrangement or enters into a composition or other arrangement with his creditors, or being a company enters into liquidation whether compulsory or voluntary (except for the purpose of reconstruction),

AND, if in the case of any such default as aforesaid that is capable of remedy he shall continue such default for seven days after notice in writing specifying the same and the Contractor stating his intention of determining his employment has been given to the Owner, then the Contractor may, without prejudice to any other rights or remedies, thereupon by notice by registered mail determine his employment under this Contract and on such determination shall be entitled to recover any loss or damage and/or expense caused to the Contractor prior to or arising out of such determination. The Contractor may not give a notice in pursuance of this Clause whilst he is himself in breach of this Contract, or whilst this Contract is subject to Arbitration proceedings pursuant to Clause 25 below or notice requiring Arbitration has been given pursuant to Clause 25 below.

Interest

23. If the Owner defaults for more than seven days after the due date of payment in payment of the Contract Sum or any part thereof or any other monies payable to the Contractor under this Contract he shall if the Contractor in writing so demands without prejudice to the Contractor's other rights pursuant to this Contract pay interest at the rate of twelve per centum per annum on the amount in default from the time it fell due until the default ceases.

Excavations

24. Should it appear in excavating for foundations and/or services that the site will not support the works, then this Contract may be terminated by mutual agreement without liability on either side except that the Contractor shall be entitled to be paid all costs to him of his work up to the date when it was ascertained that the site would not support the works as aforesaid. Any dispute as to whether or not the site is capable of supporting the works may be referred to arbitration in pursuance of the provisions in that behalf hereinafter contained.

Arbitration

25. Should any dispute or difference arise between the Owner and the Contractor, either during the progress of the works or after the determination, abandonment or breach of this Contract, as to the construction of this Contract, or as to any matter or thing of whatsoever nature arising thereunder or in connection therewith, then either party shall give to the other notice in writing of such dispute or difference and at the expiration of seven days from the date of service of such notice, unless it shall have been otherwise settled, such dispute or difference shall be and is hereby submitted to the arbitration of the President of the Swimming Pool Association of Victoria or his nominee or any other person mutually agreed to in accordance with the Arbitration Act 1958 or any statutory modification thereof for the time being in force. In serving Notice of Dispute or Difference and demand for arbitration, the party serving such notice shall provide evidence that he has deposited with the Secretary of the Swimming Pool Association of Victoria the sum of \$100 by way of security for costs of the arbitration proceedings. Such security shall be applied in accordance with the direction from time to time of the Arbitrator who shall have the power to make from time to time any order in regard to further security for the costs of the Arbitration proceedings. The award made by the said Arbitrator shall be final and binding on both the Contractor and the Owner and neither party shall be entitled to commence or maintain any action upon such dispute or difference until such matter shall have been referred or determined as hereinbefore provided, and then only for the amount of relief to which the Arbitrator by his award finds either party is entitled, and the costs of the submission reference and award shall be in the discretion of the said Arbitrator.

Completion

26. The pool will be deemed to be completed by the Contractor when it is filled with water, the filter started and the water initially treated with chemicals.

Passing of Property in Chattels

27. The property in any equipment or chattel installed or supplied by the Contractor shall not pass to the Owner until the Owner has paid all monies payable under this Contract. In the event of this Contract being terminated pursuant to Clause 22 then the Owner hereby grants to the Contractor full and free access to the site for the purpose of removing such equipment and chattels.

Definitions

28. Words in this Contract importing the singular shall be deemed to include the plural and vice versa where the text so requires, and words importing the masculine shall be deemed to include the feminine or neuter, and words importing persons shall be deemed to include companies and/or bodies unincorporate.

Special Conditions and/or summary of Contract.

SCHEDULE

- 1. The Owner
- 2. The Contractor
- 3. The Site
- 4. The Contract Sum
- 5. Payment as follows
- 6. Commencement Date
- 7. Completion Date

IN WITNESS whereof the parties hereto have hereunder set their hands on the day and year written above.

SIGNED by the Owner in the presence of:

SIGNED for and on behalf of the Contractor by his authorized agent in the presence of:

Al Montgomery

SCHEDULE

1. The Owner *B. M. SNEDDEN* *B. M. Snedden*

2. The Contractor *E. DANIEL & CO. (Vic) P/L*

3. The Site *22 Pine Crescent, Ringwood*

4. The Contract Sum *\$ 6217:00*

5. Payable as Follows

- 1. A deposit of: *(Initially \$2000 balance or council approval IE \$421)* *\$621.00*
- 2. On completion of excavation. *\$1000.00*
- 3. On completion of ~~tiling~~ concrete spraying *\$3001.00*
- 4. On completion of tiling & placement of filter & pump. *\$1400.00*
- 5. On handing over pool. *\$195.00*
- 6. Total. *\$ 6217.00*

6. Commencement Date

7. Completion Date *15th February 1976*

E. DANIEL & CO. (VIC.) PTY. LTD.

Client's Copy

Swimming Pools, All Shapes and Sizes

443 BLACKBURN RD., PINWOOD, MT. WAVERLEY, 3149

PHONE 233 3666

No 2211

All Filtration
Equipment

MR. B. SNEDDEN

Landscape
Gardening

22 PINE CRES.

RINGWOOD

Written Guarantee

Date 9.3.76

10/3

SPA POOL AS AN EXTRA TO CONTRACT

800 00

7 Days Nett Cash

THE ONLY PEOPLE WITH CRYSTAL CLEAR POOLS

\$

800 00

CROCKFORD & ROBERTSON PTY. LTD.

15 Abbott Street, Fairfield, Victoria, 3078. Telephone 49 1234
 Sydney Office: 25 John Street, Mascot, N.S.W., 2020. Telephone 67 2574.

Cables: "Warmair" Melbourne
 Cables: "Warmair" Sydney

CUSTOMER'S GOODS DELIVERY ADVICE

No 12224

SOLD TO

NO CLAIMS OR RETURNS RECOGNISED UNLESS MADE WITHIN 14 DAYS OF THE DATE OF DELIVERY.
 NO CLAIMS ACCEPTED UNLESS INVOICE NUMBER QUOTED.

TERMS ARE STRICTLY NETT 30 DAYS

SALES TAX

CUST. O/N 1328/10

DIVISION E.S.D.

Part No.	Qty.	Description	List Price	Disc./Nett	Nett Total
DM 325	1	LARGE POOL HEATER			
PL 22	1	LOW BOWL KIT			
		UNIT TO INCLUDE 12 MONTHS LABOUR + PARTS WARRANTY.			

PREPARED BY: Paul Bolton DATE: 3-5-76

DESPATCH PER: <u>BYE IMMEDIATE</u>	SUB TOTAL \$	
CONSIGN TO: <u>MR BILL SWEDDEN 22 BYE CRESCENT RINGWOOD</u>	FREIGHT \$	
	SURCHARGE \$	
Received above goods in good condition by: _____ Date: _____ 19__	SALES TAX \$	
FREIGHT PAYABLE BY: <u>BYE</u>	TOTAL \$	

THE FOLLOWING ITEMS ARE IN SHORT SUPPLY — DELIVERY WILL BE AS SHOWN AND CHARGED ON SEPARATE INVOICE

No 12224

Part No.	Qty.	Description	Despatch Date	Part No.	Qty.	Description	Despatch Date

Unit	Serial No.	Unit	Serial No.	Unit	Serial No.	Unit	Serial No.
1	DM 325 7600267	4		7		10	
2		5		8		11	
3		6		9		12	

CREDIT APPROVED BY: <u>Paul Bolton</u> / / 1976	ENTERED STOCK CARD BY: / / 19
STOCK ISSUED BY: _____ STORE / / 19	ENTERED UNIT REGISTER BY: / / 19
_____ YARD / / 19	POSTED BY: / / 19
DESPATCHED BY: <u>Paul Bolton</u> / / 1976	FILED BY: / / 19

Our Reference: ACA/



11 August, 1997

Lady Sneddon
22 Pine Crescent
NORTH RINGWOOD 3134

Dear Sir/Madam

Re: 22 Pine Crescent, North Ringwood

This is to certify that inspection of spa/swimming pool fencing for the property at 22 Pine Crescent, Ringwood North was carried out on 6 August 1997 and found to be in accordance with the Victoria Building Regulations 1994.

Yours faithfully

A F Smith
M.B.S., M.A.I.B., M.A.I.B.S.
MANAGER BUILDING SERVICES

building\certswp.doc

City Offices: Braeside Avenue Ringwood P.O. Box 156 Ringwood 3134 DX 38068 Ringwood Tel (03) 9871 0222 Fax (03) 9879 3534

Customer Service Centres: Croydon: Civic Square Croydon 3136 Tel (03) 9724 3222 Fax (03) 9723 2615
Ringwood: Shop 12 Civic Place Ringwood 3134 Tel (03) 9876 9899 Fax (03) 9876 8966

18003

OFFICIAL RECEIPT

DATE	RECEIPT No.	DETAILS	AMOUNT
------	-------------	---------	--------

14/08/97 10:03	104056	Cheque Received from JOY SNEDDEN Tel PR Bank Branch 063885	
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	Our Reference		
	L 147261	BUILD	\$50.00
	BUILDING SERVICE FEES		

Receipt Total

THANK YOU
\$50.00

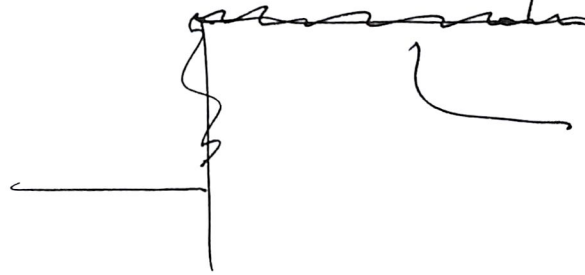
Chqs \$50.00



With
Compliments



Ian Lennox
Building Surveyor/Inspector
Mobile 0419 486 868



*Windows to open a
max. 100mm. or
have securely fixed
flyscreen screens.*

City Offices: Braeside Avenue Ringwood P.O. Box 156 Ringwood 3134 DX 38068 Ringwood Tel (03) 9871 0222 Fax (03) 9879 3534

Customer Service Centres: **Croydon:** Civic Square Croydon 3136 Tel (03) 9724 3222 Fax (03) 9723 2615

Ringwood: Shop 12 Civic Place Ringwood 3134 Tel (03) 9876 9899 Fax (03) 9876 8966

City Offices: Braeside Avenue, Ringwood
P.O. Box 156 Ringwood 3134
DX 38068 Ringwood
Tel (03) 9871 0387 Fax (03) 9876 8136

INFORMATION KIT FOR POOL OWNERS

OCTOBER 1996

Why does anything need to be done?

What is required to be done?

What advice is available?

Who provides this advice?

How to get the work done

What to do when work is done



WHY DOES ANYTHING NEED TO BE DONE?

The question may well be asked why any pool owners who have complied with regulations in the past are now being required to review their situation and commit themselves to spend money and effort in providing measures over and above those which were required in the past.

The answer to this question is revealed by the recorded deaths and brain damage suffered by young children who drown or nearly drown in swimming pools and spas to which they are able to gain access. Unfortunately this happens even when adults are there at the time of the incident.

Some facts in relation to drowning incidents involving young children:

Young children drown after escaping from immediate supervision. Although it is desirable for children to be supervised all the time it is impractical to watch children all the time.

Drowning occurs in silence. Children in this age group do not make any noise when they fall into a pool. Contrary to popular belief they do not splash or try to attract attention and drown very quickly.

Young children, particularly toddlers, are adventurous, are attracted to sparkling water and have little ability to look after themselves and they frequently fall because they are unsteady and top-heavy.

On an average 8 or 9 children up to the age of 5 years drown in private swimming pools and spas in Victoria each year.

In view of these facts, the extent of community concern and the tragedies surrounding such drownings the Government with support from many agencies including Kidsafe, MAV, SPASA, MBAV decided to introduce requirements in the Building Regulations 1994 for minimum safety measures to be provided for existing swimming pools and spas.

These requirements were introduced on 1 July 1994. Failure to comply with these provisions by 1 July 1997 may incur penalties for pool owners who have not complied by that date. Penalties may also be applied if vendors and purchasers of properties, where an existing pool is part of that property, do not arrange for the provisions to be complied with for that pool within 30 days of completion of the contract of sale.

WHAT IS REQUIRED TO BE DONE?

The requirements appear in regulation 5.13 of the Building Regulations 1994.

5.13 Safety of existing swimming pools

APPLICATION OF THE REGULATIONS

- (1) *This regulation applies to any swimming pool-*
- (a) *on an allotment containing a Class 1 dwelling; and*
 - (b) *capable of containing a depth of water exceeding 300mm; and*
 - (c) *constructed or for which building approval was granted prior to 8 April 1991.*

Comment to sub-regulation (1)

This regulation applies to any swimming pool or spa on a property where a house is situated and the swimming pool or spa contains water 300mm deep or more and was approved or constructed before 8 April 1991.

A swimming pool is defined as any excavation or structure containing water and used primarily for human aquatic activities including swimming, wading, paddling or the like including a bathing or wading pool or spa.

The definition includes above-ground pools and indoor pools.

Excluded from this definition are temporarily erected children's paddling pools and domestic spa baths (which are emptied after each use).

PREVENTION OF ACCESS

- (2) *Suitable barriers must be provided to restrict children under the age of 5 years from gaining access to the part of the allotment or building containing a swimming pool from -*
- (a) *the Class 1 building and any appurtenant Class 10a buildings; and*
 - (b) *the allotment boundaries; and*
 - (c) *any other part of the allotment or building*

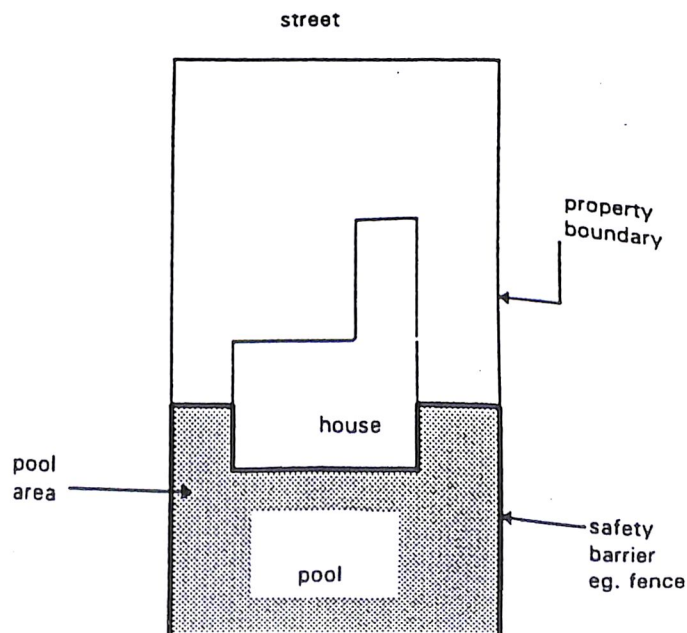
Comment to sub-regulation (2)

The description Class 1 building refers to a single house, one or more attached dwellings including a row house, a terrace house, a town house or a villa unit as well as a boarding house, guest house, hostel or the like, not exceeding 300m² in area and accommodating not more than 12 persons.

The description Class 10a building refers to a non-habitable building or structure being a private garage, carport shed or the like.

The owner or purchaser of the house is responsible for complying with the regulations.

The next step is to determine the extent of the area of the property in which the pool is situated, In most cases this will closely resemble the property layout covered in this diagram.



REQUIREMENTS FOR THE BUILDING ELEMENTS WHICH DEFINE THE POOL AREA

- (3) *A wall of a building satisfies sub-regulations (2) if -*
- (a) *every door in the wall is fitted with a self-locking or self-latching device at least 1.5m above the internal floor level, and*
 - (b) *the openable part of any window in the wall -*
 - (i) *is not less than 2.4m above the ground or the paving immediately external to the window; or*
 - (ii) *is not less than 1.5m above the floor of the room containing the window; or*
 - (iii) *has a catch, bolt or lock located not less than 1.5m above that floor level; or*
 - (iv) *has a securely fitted fly screen.*
- (4) *Fences and gates complying with AS 1926. Part 1 - 1993 Fencing for swimming pools, satisfy subregulation (2)*
- (5) *A paling or imperforate fence satisfies sub-regulation (2) if -*
- (a) *it is at least 1.5m in height measured above ground level on the approach side; and*
 - (b) *any gate in the fence is fitted with a self-locking or self-latching device located not less than 1.5m above the ground level.*

Comment to sub-regulation (3)

All of these elements constitute the barriers which could be "suitable"; that is, "which prevent the access of young children to the immediate pool surrounds".

Location

The location of the pool determines what safety measures are required.

There is no restriction regarding the location of a swimming pool or spa. They may be outside a building or contained within a building. They may be in front of a dwelling but more usually they are located in the backyard of a property.

If the swimming pool is located at the front of the dwelling or on the front corner of an allotment then the construction of some fences may require a building permit if their height falls outside the exemptions for fences of certain heights. In this case these fences must comply with the performance measures contained in VicCode 1 as enunciated in regulation 4.4 of the Building Regulations 1994.

Walls

Walls of buildings on the property may be in such a location in relation to the swimming pool that they form a barrier: eg. the wall of a garage or shed or the wall of the house.

Doors

Doors in these walls must be fitted with self-locking or self-latching devices. This requirement applies to the door and any accompanying screen door.

Where the pool is inside a house any door opening directly into the room containing a swimming pool or spa must also comply with this provision.

Any gate opening into a pool area such as the one in a fence constructed between the property boundary and the side of the house must be at least 1.5m high and must be fitted with a self-locking or self-latching device located not less than 1.5m above ground level.

A self-latching device is a device which will automatically operate on the closing of a door (or gate) and will automatically operate a latch on the closing of a door (or gate) and will prevent it from being re-opened without being manually released.

An example of a self-latching device which is available in hardware stores is generally described as a gate latch with the moving part in a variety of shapes such as half-circle or v-shaped.

A self-locking device comprises a latch which is automatically activated on the closing of the door (or gate) together with a locking device which is manually operated.

An example of a self-locking device is a deadlock which latches when the door is closed and the lock is manually activated by a snib or key. The lock and the latch are released manually.

Door hardware manufacturers provide a range of products which are either self-latching or self-locking for swing doors.

For sliding doors the selection of an appropriate device depends upon the weight and size of the door.

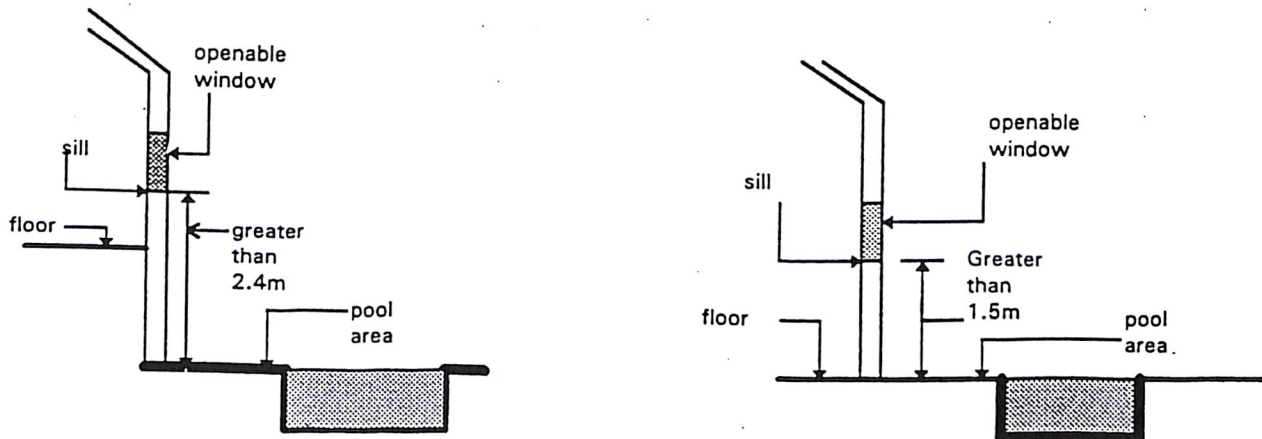
An example of a self-latching device for a sliding door is a deadlock, the bolt of which automatically latches the door when the door is closed. The deadbolt is locked or unlocked with either a key or snib.

Gates

Any gate opening into a pool area such as the one in a fence constructed between the property boundary and the side of the house must be at least 1.5m high and must be fitted with a self-locking or self-latching device located not less than 1.5m above ground level.

Windows

Openable windows are not required to be fitted with any protective devices if they are above the height indicated in the following diagrams:



Openable windows that do not meet the requirements shown in the diagrams must either be fitted with a catch, bolt or lock located not less than 1.5m above the floor level or be fitted with a securely fixed flyscreen.

Balconies

Where a balcony projects over a pool area and where the distance from the floor of the balcony to the level of the pool surround is less than 2.4m and where the doors and windows opening onto the balcony do not comply with the provisions of sub-regulation (2) and (3) the balcony must be fitted with a balustrade which complies with the requirements for a fence.

Comment to sub-regulations (4) & (5)

What are the characteristics of a fence which provides a suitable barrier?

Height - The height of the fence must deter young children from climbing. A barrier of sufficient height will deter most children in this age group. A fence built in accordance with the Australian Standard only needs to be 1.2m high whereas allotment fencing, generally a paling fence, needs to be 1.5m high. This is its usual height.

Aspects of a fence which need to be considered.

In order to meet the requirements of the regulations an allotment fence need only meet the requirements that it be 1.5m in height and be imperforate. In order to be imperforate the fence must be in good repair so that a child cannot pass through the fence.

The following comments on aspects of any fence which gives access to the pool surrounds may be considered in the interests of providing a higher level of protection for young children.

Gaps

If a fence has gaps they should be of such a size that a young child is prevented from slipping through but the gaps also need to have dimensions such that any part of a young child's body cannot be trapped.

Hand and foot holds

Standard paling fences are constructed with horizontal rails. If the rails are located on the approach side of the fence a young child may gain access to a swimming pool by utilising the rails as hand, toe or foot holds. Pool owners may wish to adopt the following strategies if they are concerned to provide an extra barrier to prevent access to the pool area.

If the rails are less than 900mm apart, which is a height which can be scaled by young children then the rails may be treated so that they do not provide a hand, toe or foot hold for young children.

This may be achieved by either

fixing fillets to the rails thus eliminating the rail as a hand, toe or foot hold,
or

by covering the fence, including both the intermediate and bottom rails, with wire mesh with apertures not more than 13mm. The height of such a fixture from ground level will probably be at least 1.2m high in most situations.

In some situations the solution may be to use a combination of allotment fencing and other fencing to isolate the pool from the remainder of the property.

There is a wide variation in existing situations so there may need to be alternative solutions devised in order to provide a safe environment. The regulations prescribe minimum requirements.

IT IS IMPORTANT TO KNOW THAT ANY WORK UNDERTAKEN INVOLVING A BOUNDARY FENCE NEEDS TO BE NEGOTIATED WITH YOUR NEIGHBOUR.

EXEMPTIONS TO THE PROVISIONS

(6) *The municipal building surveyor may exempt a swimming pool from the requirements of sub-regulation (2)(b) and (2)(c) if*

(a) *it is located on an allotment having an area of not less than 2ha; and*

(b) *the access to the swimming pool from the allotment boundaries is restricted to the satisfaction of the municipal building surveyor.*

Comment to sub-regulation (6)

In this situation only doors, gates or windows to a house or outbuilding which open directly onto the pool area will need to comply,

Circumstances which might support their exemption are where there is a longer distance, say more than 200m from any neighbour's house and from the street frontage to the swimming pool or where the distance might not be so great, but there are natural barriers between the pool and the neighbour's house of the street frontage.

ONLY A MUNICIPAL BUILDING SURVEYOR NOT A PRIVATE BUILDING SURVEYOR CAN ADMINISTER THIS EXEMPTION.

COMPLIANCE

- (7) *This regulation must be complied with -*
- (a) *within 3 years of the date of commencement of this regulation; or*
 - (b) *if a contract of sale for the allotment is entered into after that commencement, within 30 days after*
 - (i) *in the case of a contract other than a terms contract (as defined in section 2 of the Sale of Land Act 1962), the date of the completion of the contract; and*
 - (ii) *in the case of a terms contract, the purchaser becomes entitled to possession or to the receipt of rents and profits under the contract - whichever is earlier.*
- (8) *This regulation must be complied with by -*
- (a) *in the case of a swimming pool on an allotment being purchased under a terms contract (as defined in section 2 of the Sale of Land Act 1962) under which the purchaser has become entitled to possession or to the receipt of the rents or profits, the purchaser of that allotment; and*
 - (b) *in the case of a swimming pool on any other allotment, the owner of the allotment.*

Comment to sub-regulations (7) and (8)

In this situation an agreement needs to be reached, if the swimming pool does not comply with the requirements of the regulations, as to whether the vendor or the purchaser is to be responsible for ensuring that compliance with the regulations relating to swimming pools or spas on the property is achieved.

If the vendor undertakes this responsibility then the safety measures applied must be in place at the time of the completion of the contract of sale unless there is an arrangement with the purchaser for measures to be in place within 30 days of completion of the contract of sale.

If the purchaser undertakes this responsibility then the measures have to be in place within 30 days of the completion date of the contract of sale.

PENALTIES

- (9) *Any person who fails to comply with this regulation is guilty of an offence and liable to a penalty not exceeding 5 penalty units.*

Comment to sub-regulation (9)

Five penalty units is \$500.

OTHER CONSIDERATIONS

Above-ground pools

The walls of many above-ground pools are lower than the height required for a safety fence described in AS 1926.1 (1.2m). Features such as decking, wall bracing, ladders, filters etc. may reduce the effectiveness of the barrier formed by the wall of the pool. There is also the danger that a young child, having climbed the pool wall can fall directly into the pool. In the case of these pools if the pool wall does not provide a sufficient barrier then a fence at least 1.2m high constructed in accordance with AS1926.1 or a paling or other imperforate fence at least 1.5m high may be required to provide a barrier. Such a fence may not be required to be located around the full circumference of the pool, but located so that ladders, bracing, etc cannot be accessed by a young child.

Pool covers

Covers for swimming pools and spas are available in various types to keep dust and leaves out of the pool and retain heat. Pool covers are not considered to be a suitable barrier.

Warning devices and alarms

Warning devices and alarms do not provide a barrier to the entry to the pool by young children nor do they provide any security at all if there is no person around to respond to an alarm. They can only be used in conjunction with a barrier and not as a substitute.

WHAT ADVICE IS AVAILABLE?

Advice is available from the municipal building surveyor at your local council or from private building surveyors.

This Information Kit may have sufficient information for you to decide what you need to do to make your pool safe. But if you may need to clarify certain points a telephone call to your council may suffice. More detailed advice relating to your particular situation may be required. For a fee a municipal building surveyor or a private building surveyor can discuss your proposals with you and provide advice. Alternatively a visit to your property may be necessary or a written report may be required.

Because a building permit is not required there is no requirement to obtain approval for the measures you have put in place, but for a fee you may obtain a statement from your municipal building surveyor or from a private building surveyor which may state that on a particular date the measures put in place comply with the requirements of the regulations.

HOW TO GET THE WORK DONE?

First of all, no building permit is required for any of the work covered by the regulations relating to existing swimming pools.

Many pool owners will be able to undertake the work that needs to be done.

For pool owners who wish to arrange for the work to be undertaken by tradespersons then, if the value of the work exceeds \$5000 a builder will need to be engaged who is registered with the Building Practitioners Board. As a protection to consumers these builders are required to carry appropriate insurance.

Apart from identifying tradespersons from the Yellow Pages pool owners may be able to locate tradespersons through -

The Swimming Pool and Spa Association, (SPASA)

585 Waverley Road
Glen Waverley Vic 3150
PO Box 4698
Mulgrave Vic 3170
Telephone (03) 9886 1777
Facsimile (03) 9886 1877

Master Builders Association of Victoria

332 Albert Street
East Melbourne Vic 3002
Telephone (03) 9419 4555
Facsimile (03) 9411 4591

Housing Industry Association

70 Jolimont Street
Jolimont Vic 3002
PO Box 1614M
Melbourne Vic 3001
Telephone (03) 9280 8200
Facsimile (03) 9650 3646

WHAT TO DO WHEN WORK IS DONE

All pool owners need to ensure that the safety measures they have in place are adequately maintained. A maintenance regime should be established so that all the safety measures are operating satisfactorily, particularly in the period leading up to the summer, by ensuring that all maintenance has been completed by this period of the year.

As no building permit is required to carry out this work there is no requirement to inform the council or any other authority when the work is completed,

However, if a pool owner wishes to seek assurance that the work complies with the regulations he/she they may ask the municipal building surveyor or a private building surveyor for a letter which confirms that the work carried out complies with the regulations.

After 1 July 1997 a municipal building surveyor or his delegate may visit your property at any time to ascertain if safety measures for your swimming pool or spa are in place and adequately maintained.

Failure to have complying safety measures installed may result in a fine being imposed on the property owner.

As well as complying with the building regulations it is expected that pool owners will acquire first aid resuscitation knowledge so that they can act in the case of an emergency associated with a swimming pool or spa.

Pool owners are also encouraged to have resuscitation instructions visible near their swimming pool or spa so that first aid can be administered promptly in the case of an emergency,

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Dear Ratepayer

Please find enclosed your 1997/98 Rate and Valuation notice and a brochure explaining rates and valuations for our municipality.

As you will be aware, the recent decision by State Government to lift the rate-cap to meet the state-wide local government superannuation deficit has affected the rate charges for most municipalities. Many Councils, including Maroondah, have had to re-cast their budgets with this new increase incorporated.

The superannuation fund has been moving towards a "fully funded" status however, the recent increased deficit is a result of redundancies in local government during the past 2 ½ years of amalgamations and restructuring. Our Council is required to contribute our share over the next ten years, and we will be endeavouring to do so while keeping our rates as low as possible.

Maroondah City Council's 1997/98 Budget reflects the sound financial management of our municipality as the impact of the rate increase decision has meant a minimum increase for our residents. Our increase will be held at 2.5%. This containment is possible as Council had actively pursued a zero rate increase and our financial liability in relation to the superannuation deficit is low, in relative terms.

This is the first increase in rates in two years and is a result of factors beyond the control of any individual municipality.

Another point to note with this year's rates is the change in the rating year. During 1996/97 the rating year for local government was moved from an October to September rating year to a July to June rating year. Consequently, last year's rates were charged for a period of only nine months. Importantly, the timing of full instalments payments has also changed.

In 1997/98 we return to a full rating year and therefore a full rate charge.

The enclosed brochure contains some highlights of the Budget as well as some points on Council's Long Term Financial Strategy. If you would like further information about your 1997/98 Rate and Valuation notice or information on any of Council's programs please contact any of Council's Customer Service Officers. The staff will be happy to receive your enquiry.

Yours faithfully



Les Willmott JP
MAYOR

INVOICE/STATEMENT

03

Date 24/6/97

To Mrs. J. Snedden

From V+M. GRBAC

Order No.

Quantity	Description	Price	\$	¢
	Building of fence around swimming pool area.			
	Total :		\$3,700	—
	Received :		\$2,000	—
	Balance Due :		\$1,700	—
	8hrs x \$25 p.h. for repair to plastering.		\$200	
	Total :		\$1,900	
	27. June. 1997			
	Deine Vloot Grbac			

SALES TAX

TOTAL \$

QUOTATION

Date 28/5/97

From V+M. GRBAC

To MRS. J. SNEDDON.

We have pleasure in submitting the following Quotation for your consideration:

To BUILD A FENCE AROUND SWIMMING POOL; USING TREATED PINE POSTS, ROUND CAPITALS AND MESH WIRE 12x12 ² x 1.3.	MATERIAL : \$1650 - LABOUR : \$1250 - <u>TOTAL : \$2900</u>
---	---

	800
	<u>3700</u>

EXISTING HOUSE

SWIMMING POOL

POOL SHED

75x50 TREATED PINE.

OPTIONAL WITH TOP & BOTTOM RAIL \$800 extra.

This Quotation is valid until:

PO. 4/6	\$1000
12/6	<u>\$2000</u>

SIGNATURE

MAROONDAH CITY COUNCIL

BUILDING ACT 1993

BUILDING REGULATIONS 1994

Regulation 7.5

BUILDING NOTICE

Location: 22 Pine Crescent
North Ringwood

Nature of Building Works: Swimming Pool Fencing

Date of Inspection: 31/7/97

Owner: Lady Sneddon

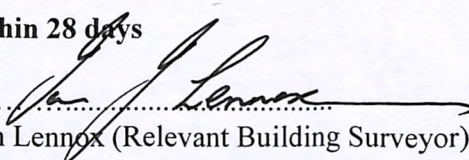
Address of Owner: 22 Pine Crescent
North Ringwood 3134

Particulars in respect of which building work fails to comply with these Regulations:

- Swimming pool fencing protection does not comply with AS1926.1

The owner is hereby ordered to:

- Ensure that the rear family room windows (north & western) only open a maximum 100mm, in the meantime, ensure these windows remain locked at all times.
- **Comply within 28 days**


.....
Ian Lennox (Relevant Building Surveyor) Reg. No. BS-1027

Address of Relevant Building Surveyor P O Box 156 Ringwood 3134

Date of Issue: 4/8/97

For further information or enquiries, please contact Ian Lennox on 9871 0387 or 0419 486 868.