SWIM SPA WARRANTY DOCUMENT

This Warranty applies to a Sundance® Spa Swim Spa (excluding its cover) delivered after 1st October 2025 for domestic purposes in the United Kingdom.

We are Jacuzzi Spa and Bath Limited (company registered number 08295533) of Unit 8 Turnberry Park Road, Guildersome, Leeds, LS27 7LE

This Warranty is transferable upon the sale of the swim spa, for the remainder of the warranty period set out below, to the purchaser of the swim spa, but note that as set out in the warranty limitations below this Warranty will not apply to defects arising from the swim spa being uninstalled, moved, transported and/or reinstalled by someone other than us or our authorised representative.

Product Warranty

As a result of the care and attention to detail that we invest in the manufacture of our swim spa products, we are confident that they will perform as desired for many years. However, occasionally defects do arise; should you discover a defect in your swim spa product we will carry out an investigation and repair or replace any defective components free of charge within warranty. The following warranty periods apply to your swim spa provided that it is purchased from us or an authorised dealer:
NB – in this warranty, a year shall mean the period of 12 calendar months.

10 Years Shell Structure

Sundance® Swim Spas are warranted against water loss due to defects in the swim spa shell structure for ten years from the original date of delivery.

5 Years Shell Surface

Sundance® Swim Spas are warranted against blistering, cracking, or delaminating of the interior surface of the swim spa shell for five years from the original date of delivery.

3 Years Equipment and Controls

Sundance® Swim Spas electrical equipment components – specifically limited to the pumps, heater, Infrared + Red Light and control system – are warranted against malfunctions due to defects in workmanship or materials for four years from the original date of delivery.

3 Years Plumbing Components

Sundance® Swim Spas plumbing components are warranted against leaks due to defects in workmanship or materials for three years from the original date of delivery.

5 Year Cabinet

Sundance® Swim Spas synthetic cabinets are warranted against defects in workmanship or materials for five years from the original date of delivery.

Warranties For Other Components

The fuses, headrests, cabinet finish and filters are warranted to be free of defects in workmanship or materials for 30 days following delivery.

The factory installed CLEARRAY® water purification system is warranted against malfunction due to defects in workmanship or materials for one year from the original date of delivery, except the UV-C bulb and quartz tube, which are warranted for ninety (90) days from the original date of delivery.

All stereo related components (receiver, speakers, subwoofer, stereo media locker, power supply, wireless remote control, etc.) are warranted against malfunction due to defects in workmanship or materials for one year from the original date of delivery.
All other factory installed components not mentioned specifically including, but not limited to, the frame, jets, diverter valves, LED Lighting systems, filter shield and mechanical components are warranted against malfunction due to defects in workmanship or materials for two years from the original date of delivery.

Genuine Sundance Spa Parts & Accessories

Genuine Sundance® Spa brand parts & accessories (Genuine Parts or Accessories) are built to our highest standards of quality, durability and performance, and they are designed to work with your swim spa to ensure optimal performance and function.
This Warranty is void if and to the extent that we or our designated representative determine that the defect arises from parts and/or accessories (and/or their installation) that are not Genuine Parts or Accessories.

This disclaimer includes, but is not limited to filters, UV-C bulbs, ozone systems, repair parts and other accessories.

Notification

To obtain service in the event of a defect covered by this Warranty, you should notify your dealer, as soon as possible upon becoming aware that a fault has arisen. Upon proof of purchase, a designated service representative will correct the defect subject to the terms and conditions contained in this Warranty.

Repair

Upon becoming aware of a fault with your swim spa you should take all reasonable steps to ensure that no further damage is caused to it, for example by ceasing to use the stereo system or other component system (as appropriate), or the swim spa itself, until such a time as we or our authorised dealer are able to repair the fault.

There will be no charge for parts or labour to repair a defect with the swim spa which is covered by this Warranty, except to the extent expressly stated otherwise. You are required to provide clear and uninterrupted access to the swim spa to enable the defect to be repaired. If we are unable to access the swim spa when attending a repair we may refuse to carry out the repair until such a time as access is provided; in these circumstances we may charge you for our reasonable travel and any other expenses incurred in attending at your property.

In the event that the swim spa is removed to a repair facility for repair and reinstalled, the cost of removal and reinstallation will be at our expense or that of our authorised dealer.

SWIM SPA WARRANTY DOCUMENT

We reserve the right, at our sole discretion, to either repair or replace any swim spa (or part of it) that is the subject of this Warranty. In the event that we choose to provide a replacement swim spa, it will be at least of an equal value and specification to that which is replaced. In such an event, reasonable costs for removal of the original swim spa, shipping from the factory for the replacement swim spa, and delivery and installation of the replacement will be our responsibility.

Any replacement part or swim spa will have the benefit of the original swim spa's warranty for the same duration as would have applied to the replaced part or swim spa (so that the warranty periods set out above will apply from delivery of the original swim spa and not the replacement part or swim spa). Swim spa covers are not included.

Warranty Limitations

The product guarantee is only valid for products used in the United Kingdom and installed in a domestic environment. This Warranty is void where defects occur from:

- General wear and tear, or alteration;
- The swim spa being uninstalled, moved, transported and/or reinstalled by a person not authorised by us or our authorised dealer;
- Repair by a person not authorised by us or our authorised dealer;
- Use and/or installation of parts and/or accessories which are not genuine Sundance® Spas brand parts or accessories;
- Misuse or negligent use which include any installation, operation or maintenance of the swim spa other than in accordance with the instructions contained in the owner's manual provided with the swim spa, including but not limited to the failure to maintain proper water chemistry and chemical balance and the use of abrasive or improper cleaners or parts which are not Genuine Parts and Accessories;
- Further use of the swim spa after a defect has been identified (in that we will correct the initial defect, but not be responsible for any further damage or defects resulting from use once that initial defect had become apparent);
- Damage arising in transit by a carrier that is not provided by us or our authorised dealer; or
- The commercial use of the products.
- Some parts of the swim spa are manufactured from natural materials (or man made materials replicating natural materials) which may change in the ordinary course of their lifespan; this may affect the look
- and feel of the swim spa. As such these are not regarded as defects, and include (without limitation):
- Products that have yellowed or changed colour in sunlight;
- Products that have failed as a result of the ingress of moisture which is reasonably expected to occur ordinarily as a consequence of use.

This Warranty does not provide cover for insulating covers, or any item attached to or installed on the swim spa by you.

In the event of us repairing or replacing the swim spa or its parts under this Warranty:

- We will have no liability for any loss of use of products during any period in which they cannot be used whilst awaiting or undergoing repair;
- In the event that the swim spa or the relevant parts cannot reasonably be repaired or replaced, or accessed or removed for repair or replacement, without causing damage to surrounding areas (including any decking, tiles or patio area, whether built to fit around the products or otherwise), we will have no liability in respect of any such damage or making good any such area but we will use reasonable endeavours to minimise any such damage; and
- If in our reasonable opinion the swim spa or the relevant part cannot be accessed as reasonably required to carry out a repair and you have not complied with a requirement to ensure access, then we will have no liability for any failure to repair or replace products.

You accept liability for repair work performed by anyone other than by us or our representative.

This Warranty Does Not Affect Your Statutory Rights.

This means that you may have other additional rights outside the scope of this Warranty on which you can rely, for example under the contract applying to your purchase of the swim spa. A summary of your key legal rights, in addition to those set out in this Warranty, is set out below. However, these are subject to certain exceptions and for detailed information please visit the Citizens Advice website **www.adviceguide.org.uk.**

If what you have acquired are goods, for example a swim spa, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your products your legal rights entitle you to the following:

- up to 30 days: if your goods are faulty, then you can get an immediate refund;
- up to six months: if your goods can't be repaired or replaced, then you are entitled to a full refund, in most cases; and
- up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

If what you have acquired are services, for example installation or repairs, the Consumer Rights Act 2015 says:

- you can ask the provider to repeat or fix a service if it is not carried out with reasonable care and skill or get some money back if the provider cannot fix it;
- if you have not agreed a price beforehand, what you are asked to pay must be reasonable; and
- if you have not agreed a time beforehand, it must be carried out within a reasonable time.