

Terms and Conditions

Pool and Spa Barrier Inspection Services | Queensland

Certified Pool Compliance
ABN 61 701 566 592
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Read this before you book. This is the Queensland edition of our terms. It explains what an inspection covers, what it does not, who issues your certificate, and what happens if your barrier does not comply. Section 2 is important: the compliance certificate is issued by an individually accredited inspector, not by Certified Pool Compliance. If your property is not in Queensland, ask us for the correct version.

1. About these terms

1.1 These terms apply to every pool and spa barrier inspection booked with Certified Pool Compliance ABN 61 701 566 592 ("we", "us", "our"), including bookings made through certifiedpoolcompliance.com.au.

1.2 "You" means the person or entity booking the inspection. If you book on behalf of an owner, for example as a solicitor, conveyancer, agent or strata manager, you confirm you are authorised to do so and you have given the owner a copy of these terms.

1.3 By completing a booking you agree to these terms. These terms apply to inspections of properties in Queensland. The Schedule at the back of this document forms part of these terms and prevails over these core terms to the extent of any inconsistency. If your property is in another state, ask us for the correct version.

1.4 Nothing in these terms excludes, restricts or modifies any right or remedy you have under the Australian Consumer Law that cannot lawfully be excluded.

2. Who does what

2.1 Our role. We are a booking, coordination and administration service. We arrange your inspection, manage scheduling and payment, and handle correspondence.

2.2 The Inspector's role. The inspection itself, and the decision to issue or refuse a compliance certificate, is carried out by an individually accredited pool safety inspector (the "Inspector") engaged by us. The Inspector is accredited in their own name under the Queensland legislation set out in the Schedule.

2.3 The certificate is the Inspector's. Any certificate, notice or report is issued by the Inspector personally in the exercise of their statutory functions. We do not, and cannot, issue it. We do not direct the Inspector's compliance decision and we cannot overturn it.

2.4 Independence. The Inspector must apply the applicable standard as it stands. Neither we nor you can negotiate a compliance outcome. Payment of our fee purchases an inspection, not a certificate.

2.5 Inspector details. The name, accreditation number, insurer and period of cover for the Inspector allocated to your booking will be provided in your booking confirmation.

3. Definitions

Barrier means any fence, wall, gate, door, window or other structure that restricts access to the Pool Area, whether purpose built or natural.

Certificate means a Form 23 pool safety certificate under the Building Act 1975 (Qld), as described in the Schedule.

Inspection means the visual and physical assessment of the Barrier described in section 7.

Non-Compliance Outcome means the document or notice issued where the Barrier does not comply, as described in the Schedule.

Pool means a pool, spa or other structure capable of holding water to a depth greater than 300mm and used or capable of being used for swimming, wading, paddling or bathing.

Pool Area means the area enclosed by the Barrier.

Report means the written findings we provide following an Inspection, separate from any statutory Certificate or notice.

4. Bookings, fees and payment

4.1 Fees. Our fees are set out at the time of booking and are inclusive of GST. Fees may differ by state, property type, travel distance and number of Pools on the property.

4.2 Payment before attendance. Payment in full is required before the Inspector attends. We will not dispatch an Inspector to an unpaid booking.

4.3 Additional Pools. Each additional Pool or spa on the property requires its own assessment and attracts an additional fee. If additional Pools are identified on arrival that were not disclosed at booking, we will contact you before proceeding. The Inspector is not obliged to assess an undisclosed Pool without payment of the additional fee.

4.4 Re-inspection fee. A re-inspection following a Non-Compliance Outcome attracts a separate fee, disclosed at the time you book it.

4.5 Statutory and lodgement fees. Where the Schedule requires lodgement of a document with a council or register, any government fee is payable by you in addition to our fee and will be itemised.

4.6 What our fee does not include. Rectification work, glazing assessment under AS1288, structural or building advice, engineering reports, or works of any kind.

4.7 Tax invoices. We are registered for GST. A valid tax invoice will be issued on payment and sent to the email address given at booking. If you require the invoice addressed to a different entity, for example a company, trust or a purchaser under a contract for sale, you must tell us before the Inspection.

5. Cancellation, rescheduling and access

5.1 Sliding scale. If you cancel or reschedule in writing, the following applies. These amounts are a genuine pre-estimate of the scheduling, administration and lost-slot cost we incur, and are not a penalty. Amounts shown are inclusive of GST. Where a refund is due, we will issue an adjustment note and refund to the original payment method within 10 business days.

Notice given before scheduled start	Reschedule	Cancel
More than 48 hours	No fee	Full refund
24 to 48 hours	No fee	Refund less \$55
Less than 24 hours	\$55	Refund less \$110

5.2 Cancellation by us. If we or the Inspector cancel for any reason other than your act or omission, you receive a full refund. If you would prefer, we will reschedule at no cost.

5.3 Access. The Inspector requires safe, unobstructed access to the Pool Area and to both sides of the Barrier. You do not need to be present, but access must be arranged.

5.4 Dividing fences. Where any part of the Barrier is a dividing fence, you must arrange the neighbour's consent for the Inspector to access the adjoining property. If access is not available, the Inspector cannot assess that section and cannot certify the Barrier as compliant. A further fee applies to return once access is arranged.

5.5 Failed attendance. If the Inspector attends and cannot carry out the Inspection because access is unavailable, the Pool Area is unsafe, or the property details were inaccurate, the attendance is treated as a cancellation with less than 24 hours notice under clause 5.1.

5.6 Site safety. You must ensure the inspection area is free of hazards, including securing animals, and making chemicals, exposed electrical components and sharp objects safe. If the Inspector reasonably considers the site unsafe, they may decline to proceed and clause 5.5 applies.

6. Your obligations

6.1 Registration. The Pool must be registered as set out in the Schedule. Registration is your obligation, not ours. We can tell you where to do it. We cannot do it for you.

6.2 Construction date evidence. The applicable barrier standard depends on when the Barrier was built or last substantially altered. You must provide any building approval, permit or council record you hold. If you cannot, the Inspector will assess against the standard the available evidence supports, which may be a more onerous standard than would otherwise apply.

6.3 Accuracy. You must tell us the correct property address, the number of Pools, whether the Pool is shared, and whether any part of the Barrier is a dividing fence.

7. Scope and limits of the Inspection

7.1 What is assessed. The Barrier, gates, latches, hinges, non-climbable zones, and any doors or windows forming part of the Barrier, assessed against the applicable barrier standard set out in the Schedule, in the condition it is in on the day.

7.2 Point in time. A Certificate records that the Barrier complied on the date of Inspection. It is not a warranty of future compliance. Maintaining compliance is your ongoing obligation and barriers can fail through wear, movement, vegetation growth or alteration.

7.3 What is not assessed. Pool structure, shell, plumbing, filtration, electrical work, water quality, decking, retaining wall engineering, or the safety glass rating of glass panels under AS1288. Where the Barrier includes glass, we recommend a qualified glazier assess it separately.

7.4 Non-invasive. The Inspection is visual and physical but not destructive. The Inspector will not dismantle, excavate, or move fixed objects. Areas hidden behind vegetation, furniture, stored goods or structures are outside scope and will be recorded as not assessed.

7.5 Strength and rigidity testing. The Inspector is required to apply force to the Barrier to test strength and rigidity. This testing can reveal or cause failure in a barrier that is already weak, corroded or poorly fixed. We are not liable for damage that occurs during testing conducted in accordance with the applicable standard, other than damage caused by the Inspector's negligence.

8. Outcomes

8.1 Compliant. If the Barrier complies, the Inspector will issue the Certificate described in the Schedule within the timeframe stated there.

8.2 Not compliant. If the Barrier does not comply, the process, timeframes and notification obligations in the Schedule apply. If your barrier does not comply you will receive a Form 26 nonconformity notice and have 90 days to rectify, using the same Inspector. If you do not, your local council must be notified and may fine you.

8.3 Mandatory notification. The Inspector has a legal obligation to notify a council or regulator in defined circumstances, including where the Barrier poses a significant risk. This obligation is not something we or you can waive, and it applies regardless of whether you have paid us or are happy with the outcome.

8.4 Immediate risk. Where the Inspector considers the Barrier poses an immediate risk to a young child, they will notify the relevant authority without waiting for any rectification period.

9. The Report

9.1 The Report is prepared for you, for the purpose of the Inspection. It is not a building report, a structural assessment, or advice on the value or condition of the property.

9.2 Passing it on. You may give the Report and any Certificate to your solicitor, conveyancer, agent, insurer, lender or a prospective buyer or tenant. We accept no duty of care to any person other than you, and we are not liable to any third party who relies on it.

9.3 Do not alter it. You must not alter, edit or extract from the Report in a way that changes its meaning.

10. Liability

10.1 Consumer guarantees. Our services come with guarantees under the Australian Consumer Law that cannot be excluded. If we fail to meet a consumer guarantee, you are entitled to the remedies the law provides.

10.2 Limitation. To the extent permitted by law, and other than for a failure to comply with a consumer guarantee, our liability for any claim connected with the services is limited, at our election, to resupplying the services or paying the cost of having them resupplied.

10.3 Concealed and inaccessible matters. We are not liable for a defect that was concealed, not reasonably visible, or in an area recorded in the Report as inaccessible.

10.4 Consequential loss. To the extent permitted by law, we are not liable for indirect or consequential loss, including loss of profit, loss of a sale, delayed settlement, or loss of rental income.

10.5 Your decisions. If you choose not to act on the Report and a loss follows, that is your decision and its consequences are yours.

11. Complaints and disputes

11.1 Tell us in writing within 30 days of receiving the Report. Send it to contact@certifiedpoolcompliance.com.au.

11.2 We will respond within 14 days. If we need to re-attend the property to investigate, you agree to give us access within 21 days.

11.3 If you are not satisfied with our response, either of us may refer the matter to mediation through a recognised mediation service, with costs shared equally.

11.4 Nothing in this clause prevents you from making a complaint to the relevant regulator, an ombudsman, or a consumer affairs body, or from exercising any right you have under the Australian Consumer Law. You do not have to complete our internal process first.

12. Privacy

12.1 We collect your name, contact details, property address and information about the Pool in order to carry out the Inspection and meet our statutory obligations.

12.2 We will disclose your information to the allocated Inspector, and to a council, register or regulator where required by law.

12.3 We handle personal information in accordance with the Privacy Act 1988 (Cth) and our Privacy Policy.

12.4 You can request access to, or correction of, the personal information we hold about you by emailing contact@certifiedpoolcompliance.com.au.

13. General

13.1 Governing law. These terms are governed by the law of Queensland, and each party submits to the courts of Queensland.

13.2 Electronic signature. You agree these terms may be accepted electronically and that electronic acceptance is binding.

13.3 Variation. We may change these terms for future bookings. The terms that apply to your booking are those published when you booked.

13.4 Severance. If any provision is unenforceable, it is severed and the rest continues.

13.5 Entire agreement. These terms and your booking confirmation are the whole agreement between us and replace any earlier discussion.

SCHEDULE — QUEENSLAND

Governing legislation	Building Act 1975 (Qld); Building Regulation (Qld); Queensland Development Code Mandatory Part 3.4.
Who inspects	A pool safety inspector licensed by the Queensland Building and Construction Commission (QBCC).
Applicable standard	The Queensland pool safety standard, QDC MP3.4.
Registration	The Pool must be recorded on the Queensland regulated pools register.
Compliant outcome	A Form 23 pool safety certificate, recorded on the QBCC register. Valid two years for a non-shared pool and one year for a shared pool.
Non-compliant outcome	A Form 26 nonconformity notice, unless either the Inspector re-inspects within two days of the original inspection and is satisfied the Pool now complies, or you and the Inspector agree the Inspector will carry out minor repairs within 20 business days of the original inspection.
Escalation	You have 90 days from the Form 26 to rectify and arrange re-inspection by the same Inspector. If you do not, the Inspector must give a copy of the Form 26 to the local council, which may fine you. Where the Pool poses a significant risk, the notice goes to council immediately.
Change of Inspector	You cannot engage a different inspector to issue a Form 23 within the rectification period without approval. If the allocated Inspector becomes unavailable, you may apply to the QBCC for another inspector.
Appeals	You may appeal a nonconformity notice to the Development Tribunal within 20 days of it being issued.
Sale and lease	A valid Form 23 is required to sell or lease. If none is in effect at settlement, the buyer takes on the obligation to obtain one within 90 days.

Acceptance

Complete and return this page, or accept electronically at booking.

By signing below I confirm that I have read and agree to these Terms and Conditions, including the Queensland Schedule. I confirm the property is located in Queensland. I confirm I am the owner of the property, or that I am authorised to enter into this agreement on the owner's behalf and have provided the owner with a copy of these terms. I understand that the compliance certificate is issued by an individually accredited inspector and not by Certified Pool Compliance, and that payment purchases an inspection rather than a compliance outcome.

FULL NAME**SIGNING AS (OWNER / AGENT / SOLICITOR)**

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EMAIL ADDRESS**CONTACT PHONE**

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ADDRESS OF PROPERTY TO BE INSPECTED (QLD)

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NUMBER OF POOLS OR SPAS**APPROXIMATE AGE OF POOL BARRIER**

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BARRIER INCLUDES A DIVIDING FENCE? (YES / NO)**SHARED POOL? (YES / NO)**

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SIGNATURE**DATE**

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Return the completed page to contact@certifiedpoolcompliance.com.au. If you booked online and accepted these terms at checkout, you do not need to return this page; your electronic acceptance has been recorded against your booking.