



No. 1
Plaint

SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

BETWEEN:

The Pool Store Limited

Plaintiff

AND:

Christina Rea

Defendant

To the Defendant

Christina Rea
96 Shorelink, West Bay
P.O. BOX 92
GRAND CAYMAN KY1-1101

THIS PLAINT has been issued against you by the above – named Plaintiff in respect of the claim set out on the next page.

Within 14 days after service of this Plaint on you, counting the day of service you must either satisfy the claim or return to the Court Office, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this *23rd June* day of *20 22*

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him)

1. The plaintiff is a Cayman Islands registered company with its registered office at P.O. Box 10724, 13 Printer Way Grand Cayman and in the business of service and sales of swimming pools and their related equipment.
2. The defendant entered into a contract with the plaintiff in June 2018 for the cleaning and servicing of the swimming pool at their place of abode.
3. The defendant failed to pay in full for the contracted service for a period from September 2021 to January 2022.

AND the Plaintiff claims:

- 1 The sum of \$1,724.89
- 2 Interest in the sum of \$ NIL calculated at the prescribed rate from to date.
- 3 Fixed costs of \$130.00 alternatively costs to be assessed.



Plaintiff's Signature
For The Pool Store Limited

Plaintiff's address for service

The Pool Store Limited 13 Printer Way George Town, Grand Cayman KY1-1007
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946-1122 or 916 7924
 thepool@thepoolstore ltd. com



SERVICE CONTRACT

Client: **CHRISTINA REY** *Rea*

Tel: 922-1369 Cell: E-mail *caribbeanjewellersltd@yahoo.com*

P.O. Box *92, G.T. KYI-1101*

Location: *96 Shorelink*

Day(s) of Service

A. The following service work will be carried out at the specified intervals: Because of the equipment at the location some of the duties may not be applicable to this contract.

1. Vacuum pool /spa floor and skim floating debris from surface
2. Empty and clean Skimmer Baskets and Pump Basket(s)
3. Brush down walls and clean tile belt (clean tile belt with abrasive pad / brush & tile soap)
4. Clean all handrails that are normally accessible
5. Check levels of Chlorine, pH, Total Alkalinity once per week and adjust as necessary
6. Check Calcium Harness and Cyanuric Acid levels once per month, adjust if possible
7. Check the operation of all pool / spa equipment and condition of safety equipment where applicable. Report any problems or deficiencies to the manager.
8. When necessary backwash DE or Sand Filters or remove and clean Cartridge Filter.
9. Report any deficiency in pool water level to the manager/ client or client's representative
10. Ensure that adequate quantities of such chemicals that are required are stored in a safe manner if stored at the customer's premises.


- B. The charges for this will be **C.I. \$185.00** per calendar month. These charges will be billed on the 15th. of each month to be paid on or before the last day of the month to which they apply.
- C. The cost of all chemicals required to keep the water in balance during normal operation is included in the contract price.
- D. **The cost of all sanitizing chemicals acids/algaecides/salt or chemicals used above and beyond those specified in item C will be charged separately.**
- E. The contract costs will be maintained at the above level for a minimum of one (1) year from the date of this contact unless:
 - The customer allows the pool / spa or associated equipment to fall into such a state of repair that servicing of the pool / spa becomes in the opinion of the company excessive.
 - By prior agreement upon one months notice given in writing.
- F. The contract servicing is limited to routine and normal servicing. Whilst the company will try to accommodate any special requirements, the company reserves the right to make extra charges for work carried out which does not fall within the scope of the normal service.
- G. The cost of repairs to any pool / spa equipment due to outside influences is to be born by the customer. The customer agrees to pay for any repairs or routine work which may from time to time be reasonably recommended by the company.
- H. Whilst the company and its agents will take every care to ensure that the customers property is not damaged the company will not accept any responsibility for any damage to any of the customer's property unless it be by negligence on the part of the company or the company's agents.

Phillip Campbell

For The Pool Store Ltd.

24/07/18

Date



Client

07/24/18

Date

13 Printer Way, Georgetown
P. O. BOX 10724 A.P.O.

TEL: (345) 946-1122
FAX: (345) 946-1126
E-MAIL THEPOOL@CANDW.KY

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

The Pool Store Limited

Plaintiff

AND:

Christina Rea

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

Christina Rea
96 Shorelink, West Bay
P.O. BOX 92
GRAND CAYMAN KY1-1101

2 State whether the Defendant intends to contest the action.

Yes No

3 If you do not intend to contest the action, do you want time in which to pay the claim?

Yes No

4 If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature _____

Dated this _____ day of _____, 20__

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.