



TERMS & CONDITIONS

FOR THE SUPPLY OF GOODS AND SERVICES

Trading Name	CHS Perth / Collman Home Services
Effective From	23-08-2026
Version	1.1

1. DEFINITIONS

For the purposes of these Terms & Conditions:

“CHS”, “We”, “Us” or “Our” means CHS Perth / Collman Home Services.

“Customer”, “You” or “Your” means the individual, business, landlord, agent or organisation instructing us to carry out work or supply goods.

“Engineer” means CHS or any appropriately qualified person appointed by us to carry out the Works.

“Works” means the services described within a quotation, estimate, job description, invoice, email, message or other written agreement between us.

“Goods” means materials, components, appliances, equipment or other items supplied by us in connection with the Works.

“Contract” means the agreement between CHS and the Customer for the supply of Goods and/or Works, incorporating these Terms & Conditions.

“Quotation” means a price offered for a defined scope of work based upon the information reasonably available to us at the time.

“Estimate” means an approximate indication of the expected cost and is not necessarily a fixed price.

“Diagnostic Work” means investigation undertaken to identify the likely cause of a fault or problem.

References to written communication include email, text message, WhatsApp, electronic acceptance through our systems and other forms of recorded electronic communication.

2. QUOTATIONS, ESTIMATES & CONTRACT ACCEPTANCE

2.1 Unless otherwise stated, quotations and estimates issued by CHS are valid for **30 days** from the date of issue.

2.2 A quotation or estimate is based upon the information reasonably available to us at the time it is prepared.

2.3 Acceptance may be made in writing, electronically, by email, text message, WhatsApp or through an electronic CHS quotation or booking system.

2.4 Once accepted, the quotation or estimate, agreed scope of Works, these Terms & Conditions and any job-specific conditions communicated to You form the Contract.

2.5 Illustrations, photographs, drawings, product images and descriptions are provided for general guidance unless expressly incorporated into the agreed specification.

2.6 Changes to the agreed Works must be authorised by the Customer.

2.7 Where circumstances arise requiring immediate action to make an installation or property safe, We may undertake reasonable safety measures without prior approval where delaying such action would be unsafe or unlawful. Additional remedial Works will be discussed with You wherever reasonably practicable.

3. CALL-OUTS & MINIMUM CHARGES

3.1 CHS may apply a minimum call-out or attendance charge.

3.2 Unless otherwise agreed before attendance, our standard diagnostic/call-out rate is:

£75 for the first hour

£60 per hour thereafter

£150 Emergency out of hours

3.3 Different rates may apply to specialist investigations or Works where specifically quoted beforehand.

3.4 The initial charge covers attendance and time spent inspecting, testing, diagnosing and/or carrying out Works during that period.

3.5 The minimum charge remains payable where an Engineer attends but is unable to complete the requested Works for reasons outside CHS's reasonable control, including:

- No access to the property;
- Unsafe working conditions;
- Utilities being unavailable;
- Necessary equipment or appliances being inaccessible;
- Incorrect information having been provided;
- Required parts not being available;
- Further faults being identified;
- Work being unsafe or unlawful to continue.

3.6 Attendance and diagnostic charges relate to the Engineer's time and expertise and are payable regardless of whether the fault can be repaired during the initial attendance.

4. DIAGNOSTIC & FAULT-FINDING WORK

4.1 Fault finding is an investigative process.

4.2 CHS will use reasonable skill and care to identify the likely cause of a reported problem using the symptoms, tests and information available at the time of attendance.

4.3 A diagnosis does **not** constitute a guarantee that the identified component or defect is the only fault present within an appliance, installation or system.

4.4 Some faults may mask other defects which cannot reasonably be identified until the initial fault has been repaired.

For example, replacing a failed valve, pump, control, sensor or electrical component may restore operation sufficiently for a separate fault elsewhere in the system to become apparent.

4.5 Where We recommend replacement of a component following diagnosis, the Customer is paying for the recommended component and the labour required to replace it. Unless expressly agreed otherwise, CHS is not undertaking to repair every fault within the wider appliance or system for that price.

4.6 If further faults are identified, We will explain the additional Works required and, where practicable, obtain authorisation before proceeding.

4.7 CHS remains responsible for carrying out any diagnostic and repair Works with reasonable care and skill. Nothing within this section excludes Your statutory rights where our diagnosis or workmanship has not been carried out with reasonable care and skill.

5. FIXED-PRICE WORK & ESTIMATES

5.1 Where a job is expressly described as **fixed price**, the agreed price covers the stated scope of Works.

5.2 Works outside that scope are not included unless specifically stated.

5.3 An estimate is an indication of expected cost rather than a guaranteed final price.

5.4 A quotation or estimate may need to be revised where circumstances arise which could not reasonably have been identified when the original price was prepared.

Examples include:

- Hidden or inaccessible pipework;
- Previously unknown leaks;
- Defective valves or fittings;
- Corroded components;
- Unsafe installations;
- Electrical or control faults;
- Sludge, contamination or blockages;
- Incorrect existing installation;

- Asbestos or suspected hazardous materials;
- Structural defects;
- Additional work requested by the Customer;
- Changes in specification;
- Material price changes before acceptance or ordering;
- Information supplied to CHS proving inaccurate.

5.5 CHS will notify the Customer where additional Works are required and obtain authorisation before undertaking chargeable additional Works wherever reasonably practicable.

5.6 The discovery of additional Works does not automatically make those Works part of the original quotation.

5.7 Where additional or remedial Works are recommended by CHS but declined by the Customer, CHS will not be responsible for faults, damage, reduced performance or further deterioration resulting from the condition that the recommended Works were intended to correct, except to the extent caused by CHS's own failure to exercise reasonable care and skill.

6. EXISTING INSTALLATIONS & PRE-EXISTING FAULTS

6.1 Plumbing, heating, gas and electrical systems frequently contain components installed by third parties and may vary considerably in age and condition.

6.2 CHS cannot accept responsibility for defects that existed before our Works commenced or for defects elsewhere in an installation which were not caused by our Works.

6.3 Existing components can fail when systems are isolated, drained, refilled, repressurised, heated, cooled or otherwise disturbed during legitimate Works.

Examples include:

- Isolation valves beginning to leak;
- Radiator valves leaking;
- Old compression joints weeping;
- Seals or glands failing;
- Automatic air vents leaking;
- Expansion vessels failing;
- Pumps seizing;
- Motorised valves failing;
- Old electrical controls failing;
- Previously sealed leaks becoming apparent.

6.4 The occurrence of such a failure does not, by itself, establish that CHS caused the defect.

6.5 If a pre-existing or unrelated defect becomes apparent during or following our Works, We will advise You of the recommended remedial action.

6.6 Additional Works required to correct such defects may be chargeable.

6.7 Nothing in this section excludes CHS's responsibility for damage directly caused by our failure to

exercise reasonable care and skill.

7. SYSTEM CONDITION, SLUDGE & CONTAMINATION

7.1 Unless specifically included within the Works, CHS does not guarantee the internal condition, cleanliness or water quality of an existing heating or plumbing system.

7.2 Existing systems may contain sludge, magnetite, scale, debris or chemical contamination.

7.3 Such contamination may contribute to:

- Restricted circulation;
- Noisy operation;
- Radiators failing to heat correctly;
- Pump failure;
- Valve failure;
- Heat exchanger blockage;
- Boiler faults;
- Reduced efficiency.

7.4 Where system contamination is identified, We may recommend cleaning, flushing, chemical treatment or other remedial Works.

7.5 Such Works will be separately chargeable unless already included within the agreed scope.

8. MATERIALS & COMPONENTS

8.1 Unless otherwise agreed, CHS will select materials and components reasonably suitable for the intended Works.

8.2 Equivalent products may be substituted where the originally specified item is unavailable, provided the replacement is reasonably suitable and does not materially alter the agreed specification.

8.3 Special-order or non-returnable materials may require payment in advance.

8.4 Once specifically ordered for an accepted job, reasonable costs associated with non-returnable or specially ordered materials may remain payable if the Customer subsequently cancels.

8.5 Goods supplied by CHS may also benefit from a manufacturer's warranty where applicable. Manufacturer warranties are in addition to, and do not affect, the Customer's statutory rights in relation to Goods supplied by CHS.

9. CUSTOMER-SUPPLIED MATERIALS & APPLIANCES

9.1 CHS may agree to install materials, fittings or appliances supplied by the Customer.

9.2 The Customer is responsible for ensuring that customer-supplied Goods are:

- Correct for the intended application;
- Complete;
- Undamaged;

- Of suitable dimensions;
- Compatible with the existing installation;
- Approved for use where required.

9.3 CHS is not responsible for the quality, manufacturing defects, missing components or suitability of customer-supplied Goods unless We specifically agreed beforehand to select or specify those Goods.

9.4 Additional labour resulting from incorrect, incomplete or defective customer-supplied Goods may be chargeable.

9.5 Our workmanship remains covered by these Terms, but CHS does not provide a warranty for Goods which We did not supply.

9.6 CHS reserves the right to refuse to install customer-supplied Goods where We reasonably consider them unsafe, unsuitable, incompatible, damaged or non-compliant with applicable requirements.

10. GAS & SAFETY-RELATED WORK

10.1 Gas Works undertaken by CHS will be carried out in accordance with applicable gas safety requirements.

10.2 Our Gas Safe Registration number is **977095**.

10.3 If an Engineer identifies an unsafe gas appliance or installation, We have a professional and legal responsibility to act appropriately.

10.4 Where required, this may include:

- Advising the Customer;
- Turning off an appliance;
- Isolating a gas supply;
- Labelling an unsafe appliance or installation;
- Recording the unsafe condition;
- Recommending further Works.

10.5 CHS will not knowingly leave an unsafe installation operating merely because the Customer requests that We do so.

10.6 Additional Works required to correct an unsafe installation are not automatically included within the original job price.

11. ACCESS & CUSTOMER RESPONSIBILITIES

11.1 The Customer must provide reasonable access to the property and areas required to undertake the Works.

11.2 The Customer should ensure that:

- Work areas are reasonably clear;
- Furniture and valuables are moved where appropriate;
- Children and pets are kept safely away from work areas;
- Electricity, water and gas supplies are available where required;

- Required permissions have been obtained;
- Parking or permits are available where reasonably necessary.

11.3 CHS will take reasonable care while working within the property.

11.4 Where We cannot gain access at an agreed appointment, a wasted attendance charge may apply.

11.5 Delays caused by restricted access or circumstances under the Customer's control may result in additional charges where additional time or attendance is reasonably required.

12. FLOORING, DECORATION & MAKING GOOD

12.1 Plumbing and heating Works may require access through floors, walls, ceilings, cupboards, boxing or other finishes.

12.2 CHS will take reasonable care when gaining access.

12.3 Unless expressly included within the quotation, our price does not include specialist reinstatement or decorative making good such as:

- Painting;
- Wallpapering;
- Plastering;
- Tiling;
- Carpentry;
- Carpet fitting;
- Specialist flooring repairs;
- Brickwork;
- Specialist decoration.

12.4 Where existing materials cannot reasonably be removed without damage, CHS will not be responsible for unavoidable damage caused by reasonably necessary access, provided reasonable care and skill has been exercised.

12.5 Customers should raise concerns about particularly valuable or delicate finishes before Works commence.

13. WASTE & DISPOSAL

13.1 Responsibility for waste removal will be stated within the quotation where significant waste is expected.

13.2 Where disposal is included, CHS will remove waste generated directly by the agreed Works.

13.3 Pre-existing waste or materials belonging to other contractors are not included unless specifically agreed.

13.4 Hazardous or specialist waste may require separate arrangements and additional charges.

14. ASBESTOS & HAZARDOUS MATERIALS

14.1 CHS does not undertake specialist asbestos removal unless expressly qualified and contracted to do so.

14.2 If asbestos or another suspected hazardous material is discovered, We may immediately suspend affected Works.

14.3 The Customer may be required to arrange appropriate testing or removal by a competent specialist before CHS resumes work.

14.4 CHS will not be responsible for delays resulting from the discovery of previously unidentified hazardous materials.

15. APPOINTMENTS & DELAYS

15.1 Appointment dates and times are given in good faith.

15.2 Plumbing and heating work can involve emergencies, unexpected complications and circumstances outside our reasonable control.

15.3 CHS will make reasonable efforts to attend as arranged but cannot guarantee that every appointment will begin at an exact time unless specifically agreed.

15.4 We will endeavour to inform the Customer of significant delays.

15.5 CHS will not be responsible for reasonable delays caused by circumstances outside our control, including severe weather, supplier delays, illness, transport disruption, utility interruption or emergency Works.

16. PAYMENT

16.1 Unless otherwise agreed in writing, invoices are payable within **7 calendar days** of the invoice date.

16.2 Payment may be made using the methods shown on the invoice.

16.3 Deposits or advance payment may be required for:

- High-value materials;
- Boilers and appliances;
- Special-order Goods;
- Larger projects;
- Multi-stage Works.

16.4 Where a project is completed in stages, CHS may issue interim or stage-payment invoices.

16.5 The Customer must not unreasonably withhold payment for completed Works because unrelated additional Works may subsequently be required.

16.6 Where there is a genuine dispute regarding part of an invoice, the undisputed portion should still be paid by the due date.

16.7 CHS reserves the right to suspend further non-essential Works where an invoice remains overdue, subject to applicable law.

16.8 Any interest, debt-recovery costs or other charges applied to overdue accounts will only be applied where legally permitted and appropriately notified.

17. THIRD-PARTY INSTRUCTIONS, LANDLORDS & AGENTS

17.1 Where Works are instructed through a landlord, letting agent, property manager, tenant or other representative, responsibility for payment will rest with the party identified as responsible when the Works are instructed.

17.2 Customers instructing CHS on behalf of another person should ensure they have authority to authorise the Works.

17.3 Where additional Works require landlord, owner or agent approval, CHS may suspend those Works until authorisation is obtained.

18. CANCELLATION & RESCHEDULING

18.1 Customers should provide as much notice as reasonably possible when cancelling or rescheduling an appointment.

18.2 CHS reserves the right to make a reasonable charge for late cancellations or failed appointments where We have incurred loss, reserved labour or incurred other reasonable costs.

18.3 Where materials have already been specially ordered, manufactured or obtained specifically for the Customer, reasonable non-recoverable costs may remain payable following cancellation.

18.4 Where Works have already commenced, the Customer remains responsible for Goods supplied and Works properly carried out up to the point of cancellation, subject to their statutory cancellation rights.

19. CONSUMER CANCELLATION RIGHTS

19.1 Where the Customer is a consumer and the Contract is entered into at a distance or away from CHS's business premises, the Customer will generally have a statutory right to cancel the Contract within **14 days** from the day after the Contract is entered into, subject to any applicable legal exceptions.

19.2 Where the Customer wants CHS to begin providing services during the 14-day cancellation period, the Customer must expressly request that the Works begin before that period expires. Where required by law, that request will be recorded on a durable medium.

19.3 If the Customer validly cancels after expressly requesting that Works begin during the cancellation period, the Customer may be required to pay a proportionate amount for services properly supplied up to the time cancellation is communicated, where permitted by law.

19.4 Where the service has been fully performed during the cancellation period following the Customer's express request and acknowledgement that the right to cancel will be lost once the service has been fully performed, the statutory right to cancel may cease in accordance with applicable law.

19.5 Urgent repair or maintenance Works specifically requested by the Customer may be subject to statutory exceptions to the cancellation right. Any additional services or Goods supplied beyond those specifically requested remain subject to applicable consumer law.

19.6 Nothing in these Terms removes, restricts or replaces any cancellation rights or other statutory rights provided to consumers by law.

20. COMPLETION & TESTING

20.1 Upon completing Works, CHS will carry out such testing as is reasonably appropriate to the Works undertaken.

20.2 Successful testing confirms the condition of the relevant Works at the time of testing and does not constitute a guarantee against unrelated future failure elsewhere within an existing installation.

20.3 Customers should report any concern relating to completed Works as soon as reasonably possible.

20.4 CHS must be given a reasonable opportunity to inspect an alleged defect relating to our Works before another contractor undertakes remedial Works, except where immediate action is reasonably necessary to prevent danger or significant damage.

21. WORKMANSHIP GUARANTEE

21.1 Unless otherwise stated in writing, CHS workmanship is guaranteed for **12 months from completion**.

21.2 The workmanship guarantee covers defects resulting directly from CHS workmanship which has not been carried out with reasonable care and skill.

21.3 It does not cover:

- Normal wear and tear;
- Misuse;
- Accidental damage;
- Frost damage;
- Damage caused by third parties;
- Alteration by another contractor;
- Manufacturer defects;
- Customer-supplied Goods;
- Pre-existing defects;
- System contamination;
- Blockages unrelated to our Works;
- Failures elsewhere in an existing installation;
- Failure to follow reasonable maintenance requirements.

21.4 Where a reported fault is found to be unrelated to CHS's workmanship, the attendance may be chargeable.

21.5 Nothing within our workmanship guarantee affects Your statutory rights.

22. MANUFACTURER WARRANTIES

22.1 Goods supplied by CHS may carry a manufacturer's warranty.

22.2 Manufacturer warranties are separate from CHS's workmanship guarantee and remain subject to the manufacturer's conditions.

22.3 Where registration is required and registration forms part of our agreed Works, CHS will take reasonable steps to complete the registration.

22.4 Customers remain responsible for complying with ongoing manufacturer requirements such as servicing and maintenance.

22.5 A manufacturer's refusal of a warranty claim does not automatically make CHS responsible for the cost of repair unless the failure resulted from our breach of Contract or defective workmanship.

23. RETURN VISITS & REPORTED DEFECTS

23.1 If You believe there is a problem with Works carried out by CHS, contact us as soon as reasonably possible.

23.2 We will be given a reasonable opportunity to investigate.

23.3 Where the problem results from defective CHS workmanship, appropriate remedial Works will be undertaken without charge, subject to Your statutory rights.

23.4 Where investigation shows that the reported problem is unrelated to our Works, We may charge our normal attendance and diagnostic rates.

23.5 Examples include an unrelated component failure, a new fault elsewhere in the system, customer misuse or a pre-existing defect.

23.6 The fact that a fault occurs shortly after CHS has carried out Works does not, by itself, establish that the fault was caused by or relates to those Works.

24. LIMITATION OF LIABILITY

24.1 CHS will perform the Works using reasonable care and skill.

24.2 We are responsible for loss or damage where liability arises under applicable law and cannot lawfully be excluded.

24.3 CHS is not responsible for losses caused solely by defects, damage or weaknesses which existed before our Works and which We could not reasonably have identified.

24.4 Nothing within these Terms excludes or limits liability where doing so would be unlawful, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

24.5 Nothing in these Terms limits a consumer's statutory rights.

25. PHOTOGRAPHS & JOB RECORDS

25.1 CHS may take photographs or other records of an installation before, during and after Works.

25.2 These may be retained as part of the job record for purposes including:

- Recording installation condition;
- Demonstrating completed Works;

- Safety records;
- Warranty administration;
- Quotations;
- Resolving disputes.

25.3 Photographs containing identifiable personal information will be handled in accordance with applicable data-protection law.

25.4 CHS will not use identifiable photographs of a Customer or their private property for marketing without an appropriate lawful basis and, where required, permission.

26. DATA PROTECTION

26.1 CHS will process personal information in accordance with applicable UK data-protection legislation.

26.2 Information may be used where appropriate to:

- Arrange appointments;
- Provide quotations;
- Carry out Works;
- Maintain job and safety records;
- Issue invoices;
- Administer warranties;
- Meet legal and regulatory obligations;
- Communicate regarding services supplied.

26.3 Service communications necessary for an existing job or Contract are separate from optional marketing communications.

26.4 Where consent is required for direct marketing, Customers may withdraw that consent.

26.5 Further information should be provided within the CHS Privacy Policy.

27. CERTIFICATES & DOCUMENTATION

27.1 Where certification or documentation is legally required as part of our Works, CHS will provide or arrange the relevant documentation in accordance with applicable requirements.

27.2 Customers must provide accurate information required for certificates and registrations.

27.3 CHS may correct genuine administrative errors within documents where necessary.

28. COMPLAINTS

28.1 CHS aims to resolve concerns fairly and promptly.

28.2 Customers should contact CHS as soon as reasonably possible if dissatisfied with Goods or Works supplied.

28.3 We may request photographs, videos or other information to assist our investigation.

28.4 Where appropriate, CHS will arrange an inspection.

28.5 Customers should allow CHS a reasonable opportunity to investigate and, where appropriate, rectify an alleged defect before appointing another contractor, except in genuine emergencies or where this would be unreasonable.

28.6 Nothing within the complaints procedure affects the Customer's statutory rights.

29. EVENTS OUTSIDE OUR REASONABLE CONTROL

29.1 CHS will not be responsible for failure or delay caused by circumstances outside our reasonable control.

These may include:

- Severe weather;
- Flooding;
- Fire;
- Supplier failure;
- Material shortages;
- Transport disruption;
- Utility failures;
- Government restrictions;
- Serious illness;
- Industrial action;
- Other events which could not reasonably have been avoided.

29.2 Where such circumstances occur, We will make reasonable efforts to inform affected Customers and rearrange Works where appropriate.

30. SUSPENSION OR TERMINATION OF WORKS

30.1 CHS may suspend or terminate Works where:

- Payment properly due remains outstanding;
- The working environment becomes unsafe;
- The Customer prevents us from carrying out the Works;
- Required access is repeatedly unavailable;
- Continuing would breach applicable law or regulations;
- The Customer materially breaches the Contract.

30.2 Where a Contract ends, the Customer remains responsible for payment for Goods properly supplied and Works properly completed up to termination, together with other reasonable amounts lawfully due.

31. SEVERABILITY

31.1 If any provision within these Terms is found to be invalid or unenforceable, the remaining provisions will continue to apply so far as legally permitted.

32. THIRD-PARTY RIGHTS

32.1 Unless expressly stated otherwise, a person who is not a party to the Contract has no right to enforce its terms.

33. GOVERNING LAW

33.1 These Terms and any Contract between CHS and the Customer are governed by the laws of **Scotland**.

33.2 Nothing in this section removes any mandatory rights a consumer may have regarding where legal proceedings may be brought.

34. CUSTOMER ACCEPTANCE

By accepting a CHS quotation, estimate or booking, or otherwise instructing CHS to commence Works where a Contract has been properly formed, the Customer confirms that they have been provided with or given access to the applicable Terms & Conditions.

Electronic acceptance, including acceptance through the CHS system, email or other recorded electronic communication, may be retained as evidence of acceptance.

Where appropriate, the following information may be recorded:

Customer Name: _____

Property / Job: _____

Quote / Job Number: _____

Terms Version: _____

Date Accepted: _____

Signature / Electronic Acceptance: _____

CHS PERTH

Collman Home Services

Small Plumbing • Handyman • Home Maintenance • Property Services

Contact Details:

07495768005

info@chs-perth.co.uk

www.chs-perth.co.uk

Terms & Conditions Version 1.1