

Master Terms and Conditions of Service

Plumbing, Heating & Property Services Ltd Trading as PHP Services

Document Type: Master Terms and Conditions of Service

Version: 1.1

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Effective Date: 19th February, 2026

Review Date: 19th February, 2027

How These Terms and Conditions Work

These Terms and Conditions are made up of **Core Terms** and a number of **Service Schedules**.

The **Core Terms** apply to all works carried out by **Plumbing, Heating & Property Services Ltd trading as PHP Services**, regardless of the type of service provided.

The **Service Schedules** set out additional terms that apply only to specific types of work. Each Service Schedule addresses the particular risks, limitations and responsibilities associated with that type of service.

Only the Service Schedule(s) relevant to the Works being carried out will apply. Not all Service Schedules will apply to every job.

Where there is any conflict between the Core Terms and a Service Schedule, the relevant Service Schedule shall take precedence **only in relation to that specific type of work**. In all other respects, the Core Terms shall continue to apply.

Where more than one Service Schedule applies to the Works, each shall apply within its own scope.

These Terms and Conditions, together with any accepted quotation or written agreement, form the entire agreement between the parties in relation to the Works.

Service Schedule List

- Schedule A – Boiler Installations
- Schedule F – Boiler Servicing and Breakdown Repairs
- Schedule G – Plumbing and General Works
- Schedule H – Legionella Risk Assessment and Water Hygiene
- Schedule I – Heating System Cleaning, Flushing and Water Treatment
- Schedule J – Controls, Thermostats and Smart Heating
- Schedule K – Emergency Attendance and Make-Safe Works
- Schedule L – Renewable and Low-Carbon Technologies (Placeholder)
- Schedule M – Third-Party or Customer-Supplied Materials
- Schedule N – Surveys, Reports and Advisory Services
- Schedule O – Fuel Storage and Supply Systems (Oil and LPG)

Core Terms (Sections 1–17)

Core Terms – Section 1

1. Definitions and Interpretation

In these Terms and Conditions, the following definitions apply:

“We”, “Us”, “Our” means **Plumbing, Heating & Property Services Ltd trading as PHP Services**, a company registered in England and Wales.

“You”, “Your”, “Customer” means the individual, landlord, company, partnership or other legal entity instructing Us to carry out the Works, including any person acting on their behalf or with their authority.

“Works” means any services, inspections, servicing, maintenance, repairs, installations, replacements, surveys, reports, assessments, advisory services or other works carried out by Us, whether on a one-off basis or under an ongoing arrangement.

“Quotation” means any written quotation, estimate, proposal or price indication issued by Us, whether fixed-price or estimated.

“Agreement” means the contract formed between You and Us comprising these Core Terms and Conditions, any applicable Service Schedule(s), the accepted Quotation, and any written variations agreed between the parties.

“Service Schedule” means a service-specific schedule forming part of this Agreement and applying only where the relevant services are provided.

References to legislation include any statutory amendments, replacements or re-enactments.

Words importing the singular include the plural and vice versa. Words importing any gender include all genders.

Headings are included for convenience only and do not affect interpretation of this Agreement.

Core Terms – Section 2

2. Formation of Contract

2.1 A binding contract is formed between You and Us when any of the following occurs:

- (a) You accept a Quotation issued by Us;
- (b) You instruct Us to proceed with the Works; or
- (c) You permit the Works to commence.

2.2 Acceptance may be given verbally, in writing, electronically, or by conduct, including allowing access to the property for the purpose of carrying out the Works.

2.3 By entering into this Agreement, You confirm that You have the legal authority to instruct the Works and to bind the Customer to these Terms and Conditions.

2.4 These Terms and Conditions apply to the exclusion of any other terms, conditions or representations, including any terms You seek to impose or incorporate, whether before or after acceptance.

2.5 No variation to this Agreement shall be effective unless agreed in writing by Us.

Core Terms – Section 3

3. Quotations, Estimates and Scope of Work

3.1 All Quotations are based on information reasonably available to Us at the time they are issued and are valid for the period stated on the Quotation, or if no period is stated, for thirty (30) days from the date of issue.

3.2 Unless expressly stated otherwise, Quotations are not fixed prices and may be subject to adjustment where the scope of the Works changes or where additional works are required.

3.3 Estimates are provided for guidance only and do not constitute a fixed or binding price.

3.4 The scope of the Works is strictly limited to those services, materials and tasks expressly described in the accepted Quotation or otherwise agreed in writing.

3.5 Any work requested or required that falls outside the agreed scope shall constitute a variation and shall be subject to additional charges.

3.6 We reserve the right to revise a Quotation where information provided by You is incomplete, inaccurate or misleading, or where site conditions, access arrangements or system configuration differ materially from those disclosed or reasonably apparent at the time of quotation.

3.7 Accuracy of Information Provided

Where quotations, surveys, or advice are based on information supplied by the Customer (including photographs, descriptions, measurements, or third-party information), the Customer is responsible for ensuring that such information is accurate and complete.

Where the actual site conditions, system configuration, access arrangements, or installation details differ materially from the information originally provided, Plumbing, Heating & Property Services Ltd trading as PHP Services reserves the right to:

- revise the quotation;
- require additional works; or
- reschedule the Works where necessary.

Any additional works required as a result of inaccurate or incomplete information may be chargeable.

3.8 Delayed Installation After Quotation Acceptance

Where a Customer accepts a quotation but significantly delays scheduling the Works, Plumbing, Heating & Property Services Ltd trading as PHP Services reserves the right to review and revise the quotation to reflect changes in:

- material costs
- supplier pricing
- labour costs
- regulatory requirements

Any revised quotation will be provided prior to the Works proceeding.

Core Terms – Section 4

4. Variations and Additional Work

4.1 Unforeseen or additional works may be required due to safety concerns, compliance requirements, access restrictions, hidden defects, system condition, or site circumstances that were not reasonably apparent at the time of quotation.

4.2 Where additional works are identified, We will, where reasonably practicable, notify You and provide details of the proposed variation and associated costs before proceeding.

4.3 Where immediate action is required to ensure safety, compliance, prevent damage to property, or maintain system integrity, You authorise Us to proceed with such works without prior approval, and such works shall be chargeable.

4.4 Any variations agreed, whether in advance or on attendance, shall form part of this Agreement.

4.5 We shall not be obliged to carry out variations or additional works unless payment terms for such works are agreed.

Core Terms – Section 5

5. Access, Site Conditions and Customer Responsibilities

5.1 You shall provide safe, clear and unrestricted access to the property and to all areas reasonably required for Us to carry out the Works, including access to boilers, meters, cylinders, tanks, pipework, controls and electrical supplies.

5.2 You are responsible for ensuring that the property is in a suitable condition for the Works, including the availability of electricity, water, gas or oil supplies, lighting, ventilation and adequate working space.

5.3 We shall not be responsible for delays, aborted visits, incomplete Works or additional costs arising from restricted access, unsafe conditions, obstructions, inadequate utilities, third-party interference or failure to provide access at the agreed time.

5.4 You must ensure that children, pets and occupants are kept clear of the working area and that the working environment is safe for Our engineers.

5.5 You shall disclose any known defects, hazards or risks that may affect the Works or engineer safety, including (without limitation) asbestos, unsafe electrics, structural instability or previous system issues.

5.6 Where access is denied, unsafe or materially restricted on attendance, We reserve the right to suspend or abort the Works and charge for time incurred and any associated costs.

5.7 Respectful Conduct

Customers and occupants of the property must treat Our engineers and representatives with courtesy and respect.

Where an engineer experiences threatening, abusive, discriminatory or unsafe behaviour, We reserve the right to:

- withdraw engineers from the site immediately;
- suspend or terminate the Works; and
- charge for time, attendance and any costs incurred up to that point.

5.8 Parking and Local Restrictions

The Customer is responsible for ensuring that reasonable parking and access arrangements are available for Our engineers.

Where parking restrictions, permits, controlled parking zones, gated developments or similar access limitations apply, the Customer must ensure suitable arrangements are made prior to attendance.

Any parking charges, permits, or penalties arising due to lack of suitable arrangements may be charged to the Customer.

Core Terms – Section 6

6. Hazardous Materials and Harmful Exposure

6.1 Where, during the course of the Works, We encounter or reasonably suspect the presence of hazardous materials or conditions, including (without limitation) asbestos, asbestos-containing materials, lead, mould, silica dust, contaminated insulation, excessive dust or debris, We reserve the right to immediately suspend the Works.

6.2 We do not undertake the identification, testing, encapsulation or removal of asbestos or other hazardous materials unless expressly agreed in writing. Any specialist surveys, testing, removal or remediation required shall be the responsibility of the Customer.

6.3 We accept no liability for delay, loss, damage or exposure arising from hazardous materials or conditions that were not disclosed by You or were not reasonably apparent prior to the commencement of the Works.

6.4 Where dust or debris is unavoidably generated as part of the Works, We will take reasonable steps to minimise exposure; however, We accept no liability for conditions inherent to the property, existing materials or historical construction methods.

6.5 Where hazardous conditions prevent the Works from being carried out safely or lawfully, We may terminate or suspend the Works without liability, and any costs incurred up to that point shall remain payable.

Core Terms – Section 7

7. Failure to Act on Recommendations

7.1 Where, in the course of carrying out the Works, We identify defects, safety concerns, compliance issues or remedial works required (including findings arising from inspections, servicing, surveys, reports or risk assessments), We will notify You of such findings.

7.2 Responsibility for acting on any recommendations, remedial works or compliance measures rests with You unless otherwise agreed in writing.

7.3 Where recommended works are not undertaken, We accept no liability for any loss, damage, system failure, safety issue, enforcement action, environmental harm or non-compliance arising directly or indirectly from that decision.

7.4 We reserve the right to decline further Works, limit attendance or impose additional conditions where outstanding recommendations present a safety, compliance or operational risk.

Core Terms – Section 8

8. Timekeeping, Delays and Events Beyond Our Control

8.1 Any dates, times or durations provided for the Works are estimates only unless expressly stated as fixed in writing.

8.2 We shall not be liable for delays or failure to perform the Works arising from events beyond Our reasonable control, including (without limitation) restricted access, unsafe conditions, adverse weather, supplier delays, failure of utilities, third-party actions or acts of God.

8.3 Time shall not be of the essence in this Agreement unless expressly stated in writing.

8.4 Where delays occur, We will use reasonable endeavours to resume or complete the Works as soon as practicable.

Core Terms – Section 9

9. Price, Payment Terms and Credit Control

9.1 All prices are exclusive of VAT unless expressly stated otherwise.

9.2 Payment is due in accordance with the terms stated on the Quotation or invoice, or if no terms are stated, immediately upon completion of the Works.

9.3 We reserve the right to require staged payments, deposits or payment in advance where appropriate.

9.4 Where payment is not received by the due date, We may charge interest on the overdue amount at a rate of three per cent (3%) per annum above the Bank of England base rate, accruing daily from the due date until payment is made.

9.5 We reserve the right to suspend Works, withhold certification, documentation or warranties, and decline further attendance until outstanding sums are paid in full.

9.6 The Customer shall be responsible for all reasonable costs incurred by Us in recovering overdue payments, including administrative costs and debt recovery fees.

Core Terms – Section 10

10. Title to Goods

10.1 Title to all goods, materials, equipment or components supplied by **Plumbing, Heating & Property Services Ltd trading as PHP Services** shall remain with Us until payment in full has been received for those goods and for any other sums due under this Agreement.

10.2 Until title passes, You shall hold such goods on a fiduciary basis as Our bailee and shall store them separately where reasonably practicable, ensuring they are clearly identifiable as Our property.

10.3 We reserve the right, where legally permitted, to enter the property to recover goods for which payment has not been received.

10.4 The Customer shall not sell, dispose of, pledge or otherwise deal with goods supplied by Us prior to title passing, without Our prior written consent.

Core Terms – Section 11

11. Guarantees and Workmanship Standards

11.1 All Works carried out by **Plumbing, Heating & Property Services Ltd trading as PHP Services** shall be performed with reasonable care and skill in accordance with applicable legislation and recognised industry standards.

11.2 Unless expressly stated otherwise in a relevant Service Schedule or written agreement, We provide a **twelve (12) month labour workmanship guarantee** from the date the Works are completed.

11.3 This workmanship guarantee applies solely to defects arising directly from Our workmanship and does not extend to:

- (a) manufacturer defects or failures;
- (b) wear and tear or component deterioration;
- (c) misuse, neglect or user operation;
- (d) faults arising from existing systems, materials or components not supplied by Us;
- (e) faults arising where recommended works or remedial actions have not been undertaken; or
- (f) issues caused by third-party alterations or interference.

11.4 Manufacturer warranties apply to products supplied by Us and are governed exclusively by the manufacturer's terms and conditions. We do not provide any additional warranty beyond that offered by the manufacturer.

Core Terms – Section 12

12. Limitation of Liability

12.1 To the fullest extent permitted by law, **Plumbing, Heating & Property Services Ltd trading as PHP Services** shall not be liable for any indirect, incidental or consequential loss or damage, including (without limitation) loss of profit, loss of business, loss of use, loss of data or loss of enjoyment.

12.2 We shall not be liable for any damage, defect or failure arising from existing systems, structures, materials or components that were not supplied or installed by Us.

12.3 Our liability in respect of any claim arising out of or in connection with the Works shall be limited to the value of the Works to which the claim relates, except where prohibited by law.

12.4 Nothing in this Agreement shall limit or exclude Our liability for death or personal injury caused by Our negligence, or for any other liability that cannot lawfully be limited or excluded.

Core Terms – Section 13

13. Complaints and Remedial Works

13.1 Any complaint relating to the Works must be notified to **Plumbing, Heating & Property Services Ltd trading as PHP Services** as soon as reasonably practicable and, in any event, within a reasonable time after the issue becomes apparent.

13.2 You must provide Us with a reasonable opportunity to inspect the Works and, where appropriate, to carry out any remedial works before instructing third parties or taking further action.

13.3 We shall not be liable for the cost of any third-party works carried out without first giving Us the opportunity to inspect and, where appropriate, remedy the issue.

13.4 Where remedial works are required as a result of factors outside Our control, including pre-existing defects, third-party workmanship or failure to act on recommendations, such works shall be chargeable.

Core Terms – Section 14

14. Data Protection, Communications and Documentation

14.1 **Plumbing, Heating & Property Services Ltd trading as PHP Services** processes personal data in accordance with applicable data protection legislation, including the UK General Data Protection Regulation and the Data Protection Act 2018.

14.2 Personal data is processed solely for the purposes of carrying out the Works, managing customer relationships, complying with legal obligations and operating Our business.

14.3 Telephone calls, emails and other communications may be recorded or retained for training, quality assurance, dispute resolution and compliance purposes.

14.4 Certificates, reports, warranties, service records, invoices and other documentation may be issued electronically unless otherwise agreed in writing.

14.5 Where hard copies of documentation are requested, We reserve the right to charge a reasonable administrative fee.

14.6 Site Photographs and Records

During surveys, servicing, repairs or installation works, Our engineers may take photographs or record site information for the purposes of:

- installation records
- safety and compliance documentation
- manufacturer warranty requirements
- quality control and training

Such records will not include personal images of occupants and will be used only for legitimate business purposes.

Core Terms – Section 15

15. Assignment and Subcontracting

15.1 **Plumbing, Heating & Property Services Ltd trading as PHP Services** reserves the right to allocate engineers, operatives or subcontractors as We deem appropriate to carry out the Works.

15.2 We may subcontract all or part of the Works without prior notice to You, provided that any subcontracted Works are carried out to the same standard of care and skill.

15.3 You may not assign, transfer or otherwise dispose of this Agreement, or any part of it, without Our prior written consent.

Core Terms – Section 16

16. Suspension and Termination

16.1 **Plumbing, Heating & Property Services Ltd trading as PHP Services** reserves the right to suspend or terminate the Works, in whole or in part, with immediate effect where:

- (a) payment is overdue or payment terms are breached;
- (b) You are in material breach of this Agreement;
- (c) site conditions are unsafe or unlawful;
- (d) access is denied or materially restricted; or
- (e) continuation of the Works would expose Us to safety, compliance or operational risk.

16.2 Where the Works are suspended or terminated, all sums due for Works carried out, materials supplied and costs incurred up to the date of suspension or termination shall become immediately payable.

16.3 Suspension or termination shall not affect any rights or remedies accrued prior to suspension or termination.

Core Terms – Section 17

17. Governing Law and Jurisdiction

17.1 This Agreement and any dispute or claim arising out of or in connection with it, including any non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of England and Wales.

17.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

Schedule A – Boiler Installations

This Schedule applies where **Plumbing, Heating & Property Services Ltd trading as PHP Services** supplies and/or installs a new boiler or replaces an existing boiler, including associated components, controls and commissioning works, where such works are **not provided under an active Care Plan** unless expressly stated otherwise.

Where there is any conflict, this Schedule takes precedence over the Core Terms in relation to boiler installation works only.

1. Pre-Installation Survey and Suitability

1.1 Boiler installation quotations are based on information obtained during a site survey or information provided by You.

1.2 Where a physical survey has not been carried out prior to quotation, the quotation is conditional upon suitability being confirmed on attendance.

1.3 We reserve the right to amend, suspend or cancel the Works where the property, system, access conditions or existing installation are found to be unsafe, unsuitable, non-compliant or materially different from those disclosed or reasonably apparent at the time of quotation.

1.4 Where such circumstances result in abortive attendance, delay or cancellation after materials have been ordered or Works have commenced, We reserve the right to recover reasonable costs incurred, including labour, materials, disposal costs and associated expenses.

2. Scope of Installation Works

2.1 Installation works are limited strictly to those items expressly stated in the accepted Quotation.

2.2 Upgrades, alterations or remedial works to existing systems are excluded unless expressly stated in writing.

2.3 Boxing-in, decoration, tiling, plastering, flooring, joinery, painting or cosmetic making-good are excluded unless expressly agreed in writing.

3. Existing System Condition

3.1 Existing pipework, radiators, valves, fittings, controls, electrics, flues and ancillary components are not guaranteed to be suitable for connection to a new boiler.

3.2 We accept no liability for failure of existing components arising from age, corrosion, wear and tear, sludge, scale, historic installation issues or latent defects.

3.3 Any remedial works required to make an existing system suitable shall be quoted separately.

4. System Pressure and Hydraulic Effects

4.1 Boiler replacement or system modification may alter operating pressures, flow rates or temperatures within the heating and hot water system.

4.2 Increased or changed system pressures may adversely affect existing pipework, joints, valves, taps, washers, flexible hoses, shower valves, sanitary fittings and appliances.

4.3 Any leakage, failure or defect arising from such pressure or hydraulic changes shall be deemed to result from pre-existing system condition and not faulty workmanship.

4.4 Repairs, replacements or upgrades required as a result of such effects are excluded and shall be chargeable unless expressly stated.

5. Existing Showers and Appliances

5.1 Where a boiler installation involves conversion from a gravity-fed system to a mains-pressure system, existing pumped showers, valves or appliances may be incompatible and may not operate correctly or at all once the new system is commissioned.

5.2 We accept no liability for incompatibility, malfunction or failure of existing showers or appliances unless their replacement or modification is expressly included in the Quotation.

6. Removal of Existing Tanks and Cisterns

6.1 Removal of existing loft tanks or cisterns is included only where expressly stated in the Quotation.

6.2 Older tanks or cisterns may be constructed from asbestos cement or other hazardous materials.

6.3 We do not cut, break, remove or dispose of asbestos-containing materials unless expressly agreed in writing and subject to specialist handling requirements.

6.4 Where tanks cannot be removed intact due to size, construction, access restrictions or suspected hazardous content, We may suspend removal and provide a separate quotation for specialist removal or alternative solutions.

7. System Cleaning and Water Quality

7.1 System cleaning or flushing is included only where expressly stated in the Quotation.

7.2 Where system cleaning or flushing is carried out, **Schedule I – Heating System Cleaning, Flushing and Water Treatment** shall apply.

7.3 No guarantee is given that cleaning or flushing will prevent future faults, breakdowns or component failure.

8. Controls and Smart Heating

8.1 Where heating controls, programmers or smart devices are installed or modified, **Schedule J – Controls, Thermostats and Smart Heating** shall apply.

8.2 Compatibility with existing wiring, appliances, software or third-party devices is not guaranteed unless expressly confirmed in writing.

9. Fuel Type and Supply

9.1 Installations involving oil or LPG systems are subject to **Schedule O – Fuel Storage and Supply Systems (Oil and LPG)**.

9.2 We accept no responsibility for fuel storage tanks, supply pipework, regulators or supplier-owned equipment unless expressly agreed in writing.

10. Safety, Compliance and Certification

10.1 Installations are carried out in accordance with applicable legislation and safety standards, including the requirements of the Gas Safe Register and/or OFTEC, as applicable.

10.2 Where unsafe or non-compliant conditions are identified, We may isolate or make safe systems as required.

10.3 Where We are registered with the relevant manufacturer's approved installer scheme, We will register the boiler installation with the manufacturer on Your behalf.

This registration is subject to manufacturer systems, requirements and the accuracy of information provided, and does not constitute a guarantee of warranty approval or duration.

11. Commissioning and Handover

11.1 Commissioning includes basic testing, safety checks and initial setup only.

11.2 User instruction is limited to basic operation unless otherwise agreed in writing.

11.3 Installation manuals and user instructions supplied with the boiler or associated equipment will be left on site following completion of the Works. Responsibility for retaining such documentation thereafter rests with You.

12. Manufacturer Warranties

12.1 Manufacturer warranties apply subject to the manufacturer's terms and conditions.

12.2 Warranty validity may depend on annual servicing and compliance with manufacturer requirements.

12.3 We are not responsible for warranty decisions made by manufacturers.

13. Post-Installation Matters

13.1 Following installation, air within the heating system may bleed out via automatic air vents or radiators, which may result in a normal reduction in system pressure.

13.2 During handover, the engineer will demonstrate how to check and repressurise the system where applicable.

13.3 Minor pressure loss shortly after installation is considered normal and does not indicate a fault or leak. Persistent or repeated pressure loss is not assumed to be a defect unless investigated.

13.4 We are not responsible for faults arising from user operation, misuse or alterations made after installation.

13.5 Subsequent servicing or repairs fall under **Schedule F – Boiler Servicing and Breakdown Repairs**, unless covered by a Care Plan.

14. Relationship with Other Terms

14.1 This Schedule applies only to boiler installation works.

14.2 Where works fall within the scope of another Service Schedule, the relevant Service Schedule shall apply concurrently within its scope.

End of Schedule A

Schedule F – Boiler Servicing and Breakdown Repairs

This Schedule applies where **Plumbing, Heating & Property Services Ltd trading as PHP Services** carries out one-off boiler servicing, diagnostic visits, fault-finding or breakdown repairs that are **not** provided under an active Care Plan.

Where there is any conflict, this Schedule takes precedence over the Core Terms in relation to boiler servicing and breakdown repair work only.

1. Scope of Works

1.1 Boiler servicing and breakdown visits are limited to the inspection, testing, diagnosis, servicing and repair of the boiler and directly associated components only.

1.2 A boiler service is a preventative maintenance activity and does not constitute a guarantee of fault-free operation, future reliability or continued performance.

1.3 Breakdown attendance may include diagnosis only and may not result in immediate repair.

1.4 The Works do not include system upgrades, component replacement beyond the boiler itself, or remedial works to pipework, radiators, controls or ancillary equipment unless expressly agreed in writing.

2. Diagnostic Visits and Fault-Finding

2.1 Many boiler faults are intermittent, multi-factorial or only apparent under specific operating conditions.

2.2 We do not guarantee that a fault will be identified during a single visit.

2.3 Diagnostic time, testing, inspection and investigation are chargeable whether or not a repair is completed or a fault is identified.

2.4 Where further visits, monitoring, dismantling or extended investigation are required, such works shall be chargeable and quoted separately.

3. Repairs and Outcomes

3.1 Repairs are carried out on a best-endeavours basis using reasonable care and skill.

3.2 Temporary or make-safe repairs may be required where parts are unavailable, access is restricted, or continued operation would be unsafe.

3.3 Completion of a repair does not guarantee that further faults will not occur, particularly on older, heavily used or poorly maintained systems.

3.4 We do not guarantee that a repair will extend the lifespan of the boiler or restore it to an "as new" condition.

4. Parts, Availability and Obsolescence

4.1 Repairs are subject to parts availability from manufacturers or suppliers.

4.2 Where parts are obsolete, discontinued or uneconomical to replace, repair may not be possible.

4.3 We are not responsible for delays caused by parts supply issues outside Our control.

4.4 Where repair is not viable, We may recommend replacement or alternative remedial options, which shall be quoted separately.

5. Age, Condition and Wear and Tear

5.1 Boilers and associated components deteriorate over time due to wear, corrosion, heat stress, system water quality and operating conditions.

5.2 We accept no liability for failure of components due to age, wear and tear, corrosion, scale, sludge or pre-existing defects.

5.3 Where a boiler or component is deemed to be Beyond Economic Repair (BER), repairs will not be carried out.

6. Limitations of Repair Liability

6.1 Our liability in respect of repair work is limited strictly to the specific repair undertaken.

6.2 We are not responsible for subsequent failure of unrelated components, systems or ancillary equipment.

6.3 No guarantee is given that a repair will prevent future breakdowns or related faults.

7. Safety and Compliance

7.1 Where a boiler or associated system is found to be unsafe, At Risk or Immediately Dangerous, We may isolate, disconnect or make safe the installation in accordance with applicable legislation and the requirements of Gas Safe Register and/or OFTEC.

7.2 Such actions may be taken without prior notice where required for safety or compliance reasons.

7.3 We accept no liability for loss of heating, hot water or system operation resulting from necessary safety actions.

8. Isolation, Disturbance and System Effects

8.1 Servicing, diagnostic and repair works may require isolation, operation or disturbance of existing electrical, gas, oil or water components.

8.2 Electrical isolation, reconnection or testing may expose latent defects within the boiler's electrical system, including (without limitation) printed circuit boards, relays, capacitors, sensors, ignition components, wiring, connectors or low-voltage circuits.

8.3 Mechanical, hydraulic or electrical disturbance may expose latent defects or weaknesses within the boiler, associated components or wider system.

8.4 Failures arising as a result of such exposure shall be deemed to result from pre-existing conditions and are chargeable.

9. Pressure-Related Effects

9.1 Servicing or repair works may involve repressurising the system, operating safety devices or altering system conditions.

9.2 Changes in system pressure may expose weaknesses in expansion vessels, pressure relief valves, seals, pumps, joints, pipework or fittings.

9.3 We accept no liability for leaks, failures or defects arising from such pressure-related effects.

10. Electrical Isolation and Settings

10.1 Electrical isolation may be required during servicing or repair works.

10.2 Isolation or restoration of power may result in loss of settings, programming, fault codes or stored data and may expose latent electrical defects within the boiler or its control systems.

10.3 Restoration of settings, data or system operation is not guaranteed unless expressly agreed.

11. Access and System Condition

11.1 Adequate access must be provided to the boiler and directly associated components.

11.2 Restricted access may limit diagnosis or repair and may result in partial or aborted visits.

11.3 Boilers or systems that have been poorly installed, altered or maintained by third parties may not be repairable.

12. No Fault Found Attendance

12.1 Where We attend a property following a report of a fault and:

- no fault is found; or
- the issue is unrelated to the boiler or the Works carried out by Us,

We reserve the right to charge for the attendance, diagnostic time and travel in accordance with Our current rates.

12.2 The Customer will be informed where further chargeable work is required before such work proceeds.

13. Relationship with Other Terms

13.1 This Schedule applies only to boiler servicing and breakdown repairs carried out outside an active Care Plan.

13.2 Where a Care Plan is in place, the relevant Care Plan Schedule shall apply instead.

Schedule G – Plumbing and General Works

Plumbing and General Works

This Schedule applies where **Plumbing, Heating & Property Services Ltd trading as PHP Services** carries out plumbing or general property-related works that are **not limited to boiler installation, boiler servicing or breakdown repairs**, and are **not provided under an active Care Plan**, unless expressly stated otherwise.

Where there is any conflict, this Schedule takes precedence over the Core Terms in relation to plumbing and general works only.

1. Scope of Works

1.1 Plumbing and general works include, without limitation, repairs, maintenance, replacement or alteration of pipework, valves, taps, sanitaryware, waste systems, cylinders, tanks, pumps and associated fittings.

1.2 The Works are limited strictly to those items expressly stated in the accepted Quotation or otherwise agreed in writing.

1.3 Cosmetic works, decoration, tiling, plastering, flooring, joinery or making good are excluded unless expressly agreed in writing.

2. Investigative Nature of Works

2.1 Plumbing faults are often concealed within walls, floors, ceilings or fixed structures and may not be fully identifiable without intrusive investigation.

2.2 Unless expressly agreed, the Works are non-destructive and limited to reasonable inspection and investigation only.

2.3 Where further investigation, exposure or dismantling is required, such works shall constitute a variation and be chargeable.

3. Hidden, Latent and Pre-Existing Defects

3.1 We accept no liability for defects, leaks or failures arising from pre-existing conditions, corrosion, wear and tear, poor historic workmanship, unsuitable materials or latent defects.

3.2 Disturbance of existing plumbing systems may expose weaknesses that were not previously apparent.

3.3 Failures arising as a result of such exposure shall be deemed to result from pre-existing system condition and are chargeable.

4. Isolation, Disturbance and System Effects

4.1 Plumbing works may require isolation, draining, repressurising or operation of existing valves, pipework and fittings.

4.2 Such actions may expose defects in stop taps, isolation valves, joints, seals, washers, flexible hoses or associated fittings.

4.3 We accept no liability for leaks, failures or defects arising from such isolation or disturbance.

5. Water Pressure and Flow Changes

5.1 Plumbing works may alter water pressure, flow rates or system balance.

5.2 Increased or altered pressure may adversely affect existing pipework, fittings, appliances or sanitaryware.

5.3 Any failure arising from pressure or flow changes shall be deemed to result from pre-existing conditions and is not Our responsibility.

6. Temporary Repairs and Make-Safe Works

6.1 In some circumstances, temporary or make-safe repairs may be required to prevent further damage or restore limited service.

6.2 Temporary repairs are not intended as permanent solutions and do not guarantee future performance.

6.3 Further works may be required and shall be quoted separately.

7. Materials and Components

7.1 Materials supplied by Us remain subject to Section 10 (Title to Goods) of the Core Terms.

7.2 Customer-supplied materials are subject to Schedule M.

7.3 Compatibility with existing systems is not guaranteed unless expressly confirmed in writing.

8. Access and Working Conditions

8.1 Adequate access must be provided to all areas affected by the Works.

8.2 Restricted access may limit the scope of works and may result in partial or aborted attendance.

8.3 We accept no liability for incomplete works where access limitations prevent completion.

9. Damage and Consequential Loss

9.1 We shall take reasonable care while carrying out the Works; however, We accept no liability for consequential damage arising from pre-existing defects or system failure.

9.2 Loss of water supply, heating or use of sanitary facilities during the Works does not constitute a breach of contract.

10. Relationship with Other Terms

10.1 This Schedule applies only to plumbing and general works.

10.2 Where works fall within the scope of another Service Schedule, the relevant Service Schedule shall apply concurrently within its scope.

End of Schedule G

Schedule H – Legionella Risk Assessment and Water Hygiene

This Schedule applies where **Plumbing, Heating & Property Services Ltd trading as PHP Services** carries out a Legionella risk assessment, water hygiene inspection or related advisory service.

Where there is any conflict, this Schedule takes precedence over the Core Terms and other Service Schedules in relation to Legionella risk assessment and water hygiene services only.

1. Nature and Purpose of Legionella Risk Assessments

1.1 Legionella risk assessments are undertaken to identify and assess the risk of exposure to Legionella bacteria within water systems at the time of inspection.

1.2 A Legionella risk assessment is a point-in-time assessment based on visual inspection, temperature readings and information available at the time of attendance.

1.3 No guarantee is given that Legionella bacteria are not present or will not develop after the assessment is completed.

2. Scope of Assessment

2.1 Unless expressly stated otherwise in writing, Legionella risk assessments are non-invasive and do not include:

- Microbiological sampling or laboratory testing
- Dismantling of pipework or equipment
- Draining or disinfection of systems

2.2 The assessment is limited to accessible areas and components at the property.

2.3 Where access to certain areas or outlets is restricted or not available, the assessment may be incomplete and this shall be noted in the report.

3. Duty Holder Responsibilities

3.1 Responsibility for compliance with Legionella control requirements rests with the duty holder, which may include the property owner, landlord, managing agent or other responsible person.

3.2 Our role is limited to assessing risk and providing recommendations based on the findings at the time of inspection.

3.3 Implementation of any recommendations remains the responsibility of the duty holder unless otherwise agreed in writing.

4. Recommendations and Remedial Works

4.1 Where risks are identified, recommendations may be made for remedial works, system changes or management controls.

4.2 Any remedial works are not included in the assessment and shall be quoted separately if requested.

4.3 Failure to act on recommendations may increase risk and We accept no liability for consequences arising from non-implementation.

5. Reports and Validity

5.1 Legionella risk assessment reports reflect conditions observed at the time of inspection only.

5.2 Reports become outdated where:

- System usage changes
- Property occupancy changes
- Water systems are altered or extended
- Control measures are not maintained

5.3 Regular review and reassessment are recommended in line with current guidance.

6. Limitations of Liability

6.1 We accept no liability for illness, exposure or harm arising from Legionella bacteria developing after the assessment date.

6.2 We are not responsible for changes in system condition, water usage or temperature control following completion of the assessment.

6.3 Nothing in this Schedule limits liability where such limitation is prohibited by law.

7. Access and Cooperation

7.1 You must provide reasonable access to all areas and outlets required to carry out the assessment.

7.2 Where access is restricted, unsafe or denied, We reserve the right to limit the scope of the assessment.

8. Relationship with Other Terms

8.1 This Schedule applies only to Legionella risk assessment and water hygiene services.

8.2 Where plumbing works, remedial works or servicing are carried out separately, the relevant Service Schedule(s) shall apply.

End of Schedule H

Schedule I – Heating System Cleaning, Flushing and Water Treatment

This Schedule applies where **Plumbing, Heating & Property Services Ltd trading as PHP Services** carries out chemical cleaning, power flushing, system flushing, water treatment, inhibitor dosing or related works to heating systems, whether as a standalone service or in connection with other Works.

Where there is any conflict, this Schedule takes precedence over the Core Terms and other Service Schedules in relation to heating system cleaning, flushing and water treatment only.

1. Nature and Purpose of System Cleaning

1.1 Heating system cleaning and flushing are undertaken to remove sludge, debris, scale or contaminants and to improve circulation and system efficiency.

1.2 Such works are remedial and preventative in nature and do not constitute a guarantee of system performance, efficiency or fault-free operation.

1.3 No representation is made that system cleaning will resolve all heating issues or prevent future breakdowns.

2. System Condition and Suitability

2.1 Heating systems may contain components that are aged, corroded, weakened or previously compromised.

2.2 We reserve the right to decline, suspend or modify cleaning or flushing works where system condition presents an unacceptable risk of failure, leakage or damage.

2.3 Where a system is deemed unsuitable for cleaning or flushing, alternative remedial options may be recommended and quoted separately.

3. Disturbance, Leaks and Latent Defects

3.1 Cleaning and flushing works may disturb sludge, scale or debris within the system.

3.2 Such disturbance may expose latent defects, weaknesses or failures within pipework, radiators, valves, joints, seals, pumps, heat exchangers or other components.

3.3 We accept no liability for leaks, failures or defects arising from pre-existing conditions exposed as a result of system cleaning or flushing.

3.4 Repairs required as a result of such exposure are not included and shall be chargeable unless expressly agreed in writing.

4. Power Flushing and Chemical Treatments

4.1 Power flushing involves the circulation of water and chemicals at varying flow rates and pressures.

4.2 Chemical cleaners, descalers or inhibitors are used in accordance with manufacturer instructions; however, chemical reactions with existing materials or contaminants cannot be fully predicted.

4.3 We accept no liability for adverse effects arising from chemical interaction with aged, incompatible or deteriorated system components.

5. Water Treatment and Inhibitors

5.1 Where inhibitors or water treatment chemicals are added, they are intended to reduce corrosion and scale formation but do not eliminate such risks entirely.

5.2 The effectiveness of water treatment depends on system condition, usage, water quality and ongoing maintenance.

5.3 Responsibility for maintaining correct inhibitor levels after completion of the Works rests with You unless otherwise agreed.

6. Results and Limitations

6.1 No guarantee is given that cleaning, flushing or water treatment will improve heat output, resolve cold spots, eliminate noise or restore system performance to a particular standard.

6.2 Improvements, where achieved, may be gradual and dependent on subsequent system operation.

7. Access and Preparation

7.1 Adequate access must be provided to all parts of the heating system required to carry out the Works.

7.2 Restricted access may limit the effectiveness or scope of cleaning and flushing works.

7.3 We accept no liability where access limitations prevent completion or reduce effectiveness.

8. Relationship with Other Terms

8.1 This Schedule applies only to heating system cleaning, flushing and water treatment.

8.2 Where boiler servicing, repairs, installations or emergency works are carried out concurrently, the relevant Service Schedule(s) shall apply within their respective scope.

End of Schedule I

Schedule J – Controls, Thermostats and Smart Heating

This Schedule applies where **Plumbing, Heating & Property Services Ltd trading as PHP Services** supplies, installs, configures or modifies heating controls, thermostats, programmers or smart heating devices, whether as a standalone service or in connection with other Works.

Where there is any conflict, this Schedule takes precedence over the Core Terms and other Service Schedules in relation to controls, thermostats and smart heating works only.

1. Scope of Works

1.1 Works may include installation, replacement, wiring, configuration or basic commissioning of heating controls, room thermostats, programmers, zone controls, smart thermostats and associated devices.

1.2 Works are limited strictly to those items expressly stated in the accepted Quotation or otherwise agreed in writing.

1.3 Advanced configuration, integration with third-party systems or optimisation beyond basic setup is excluded unless expressly agreed in writing.

2. Compatibility and System Limitations

2.1 Compatibility of controls or smart devices with existing boilers, wiring, valves, sensors, internet routers, mobile devices or operating systems is not guaranteed unless expressly confirmed in writing.

2.2 Existing wiring, controls or system design may limit functionality or features.

2.3 We accept no liability where full functionality cannot be achieved due to system limitations, legacy equipment or third-party restrictions.

3. Connectivity, Software and Third-Party Services

3.1 Smart heating devices rely on third-party software platforms, mobile applications, cloud services, firmware and internet connectivity.

3.2 We have no control over third-party services, software updates, outages, changes to functionality or withdrawal of support.

3.3 We accept no liability for loss of functionality, connectivity issues or changes resulting from third-party software updates, network changes or service interruptions.

4. Configuration and User Accounts

4.1 Configuration is limited to basic setup and commissioning at the time of installation.

4.2 Creation, management and security of user accounts, passwords and app access are the responsibility of You.

4.3 We are not responsible for data loss, account access issues or misuse of controls following installation.

5. Demonstration and User Instruction

5.1 User instruction is limited to a basic demonstration of operation at the time of installation.

5.2 We are not responsible for ongoing user training, app updates or changes in interface following installation.

6. Electrical and System Effects

6.1 Installation or modification of controls may require electrical isolation or alteration of existing wiring.

6.2 Disturbance of existing wiring or components may expose latent defects or failures.

6.3 We accept no liability for faults arising from pre-existing electrical defects, wiring condition or third-party installations.

7. Performance and Outcomes

7.1 No guarantee is given that installation of controls or smart heating devices will result in energy savings, improved comfort or system efficiency.

7.2 Performance depends on system design, usage patterns, user settings and external factors.

8. Repairs, Maintenance and Support

8.1 Repairs, updates or support relating to controls or smart devices after installation are not included unless covered by a Care Plan or separate agreement.

8.2 Manufacturer warranties apply subject to the manufacturer's terms and conditions.

9. Relationship with Other Terms

9.1 This Schedule applies only to controls, thermostats and smart heating works.

9.2 Where boiler installations, servicing, plumbing works or emergency attendance are carried out concurrently, the relevant Service Schedule(s) shall apply within their respective scope.

End of Schedule J

Schedule K – Emergency Attendance and Make-Safe Works

This Schedule applies where **Plumbing, Heating & Property Services Ltd trading as PHP Services** attends a property in response to an emergency situation, including (without limitation) water leaks, burst pipes, loss of heating or hot water, gas or oil safety concerns, fuel leaks, or any other condition requiring urgent attention to protect persons or property.

Where there is any conflict, this Schedule takes precedence over the Core Terms and other Service Schedules in relation to emergency attendance and make-safe works only.

1. Nature and Purpose of Emergency Attendance

1.1 Emergency attendance is undertaken for the sole purpose of identifying and mitigating immediate risks to safety or property.

1.2 The objective of emergency attendance is to stabilise the situation and prevent further damage, not to carry out permanent repairs or reinstatement unless expressly agreed in writing.

1.3 Attendance may occur outside normal working hours and may be subject to higher call-out or labour rates.

2. Scope of Make-Safe Works

2.1 Make-safe works may include, without limitation:

- Isolation of water, gas, oil or electrical supplies
- Temporary disconnection of appliances or systems
- Temporary capping, blanking or bypassing of pipework
- Drain-down of systems where required

2.2 Make-safe works are temporary in nature and are not intended as permanent solutions.

2.3 Further remedial works are likely to be required and shall be quoted separately.

3. Exclusions from Emergency Attendance

3.1 Emergency attendance does not include:

- Permanent repairs
- Reinstatement of services beyond basic stabilisation
- Cleaning, drying, dehumidification or water damage restoration

- Cosmetic repairs, decoration or making good

3.2 Any such works fall outside the scope of emergency attendance and require a separate quotation.

4. Liability and Limitations

4.1 We accept no liability for damage arising from the emergency condition itself or from pre-existing defects, system failure or third-party workmanship.

4.2 Our liability is limited strictly to the make-safe actions undertaken during the emergency visit.

4.3 We accept no liability for consequential loss, inconvenience or disruption arising from necessary isolation or disconnection of services.

5. Access and Cooperation

5.1 You must provide immediate and safe access to the property and affected areas to enable emergency attendance.

5.2 Where access is restricted or unsafe, We reserve the right to limit or withdraw attendance.

6. Safety and Compliance

6.1 Where systems or appliances are found to be unsafe, At Risk or Immediately Dangerous, We may isolate, disconnect or make safe the installation in accordance with applicable legislation and the requirements of the Gas Safe Register and/or OFTEC.

6.2 Such actions may be taken without prior notice where required for safety or compliance reasons.

6.3 We accept no liability for loss of heating, hot water or system operation resulting from necessary safety actions.

7. Relationship with Other Terms

7.1 This Schedule applies only to emergency attendance and make-safe works.

7.2 Any subsequent permanent repairs, reinstatement or further works shall be governed by the relevant Service Schedule(s) and the Core Terms.

End of Schedule K

Schedule L – Renewable and Low-Carbon Technologies

(Placeholder)

This Schedule applies to works relating to renewable or low-carbon technologies, including (without limitation) air source heat pumps, ground source heat pumps, solar thermal systems, solar photovoltaic systems, battery storage systems, hybrid systems and associated controls.

This Schedule is a **placeholder only** and is intended to clarify scope and limitations pending the introduction of a full renewable and low-carbon services offering.

Where there is any conflict, this Schedule takes precedence over the Core Terms and other Service Schedules in relation to renewable and low-carbon technologies only.

1. Current Scope Limitation

1.1 **Plumbing, Heating & Property Services Ltd trading as PHP Services** does not currently provide full design, installation, commissioning or ongoing support for renewable or low-carbon technologies except where expressly agreed in writing.

1.2 Any works relating to renewable or low-carbon technologies are excluded from standard services unless:

- (a) expressly quoted; and
 - (b) accompanied by a specific written scope of works and terms.
-

2. No Implied Services or Obligations

2.1 Nothing in these Terms and Conditions shall be interpreted as an obligation on Us to provide renewable or low-carbon technology services.

2.2 No representations are made regarding system performance, efficiency, running costs, carbon savings, payback periods or suitability unless expressly stated in writing.

3. Regulatory and Scheme Exclusion

3.1 Works under this placeholder Schedule do not include:

- MCS-certified design or installation
- PAS 2030 / PAS 2035 compliance
- ECO, BUS or other grant-funded works
- Performance guarantees or system design warranties

3.2 Any such works will be subject to a dedicated Service Schedule issued at the time those services are formally offered.

4. Future Replacement of This Schedule

4.1 This placeholder Schedule may be replaced in full by a future **Schedule L – Renewable and Low-Carbon Technologies** once such services are introduced.

4.2 Replacement of this Schedule shall not affect the validity of the Core Terms or other Service Schedules.

End of Schedule L

Schedule M – Third-Party or Customer-Supplied Materials

This Schedule applies where **Plumbing, Heating & Property Services Ltd trading as PHP Services** is requested to install, connect, modify, test or otherwise work with materials, components, appliances, fixtures or equipment supplied by the Customer or any third party.

Where there is any conflict, this Schedule takes precedence over the Core Terms and other Service Schedules in relation to third-party or customer-supplied materials only.

1. Scope

1.1 This Schedule applies to any materials, parts, appliances or equipment supplied by the Customer, a landlord, managing agent, builder, developer, architect, supplier or other third party.

1.2 This includes, without limitation, boilers, cylinders, controls, sanitaryware, valves, fittings, pipework, pumps, electrical components, accessories and appliances.

2. No Warranty or Guarantee

2.1 We provide no warranty, guarantee or assurance in respect of third-party or customer-supplied materials.

2.2 Any manufacturer warranty associated with such materials remains the sole responsibility of the Customer to register, maintain and pursue.

2.3 We accept no liability for defects, faults, incompatibility, non-compliance, performance issues or failure of third-party or customer-supplied materials.

3. Compatibility, Suitability and Compliance

3.1 We do not guarantee that third-party or customer-supplied materials are suitable, compatible or compliant with existing systems, current legislation, manufacturer requirements or industry standards.

3.2 Where materials are incompatible, defective, incorrectly specified or non-compliant, We reserve the right to refuse installation or to suspend the Works.

3.3 Any delays, abortive attendance, additional works or modifications arising from such issues shall be chargeable.

4. Excluded Customer-Supplied Components

4.1 We do **not** install, connect, modify or commission customer-supplied or third-party-supplied components that carry, control or directly affect the supply of gas, oil, combustion air, flue gases or boiler operation.

4.2 This exclusion includes, without limitation:

- Boilers
- Gas valves
- Oil pumps
- Burners
- Heat exchangers
- Flue components
- Safety devices
- Seals and gaskets
- Injectors
- Regulators
- Printed circuit boards and control modules
- Any safety-critical or manufacturer-controlled boiler components

4.3 Such components must be supplied by **Plumbing, Heating & Property Services Ltd trading as PHP Services** to ensure compatibility, traceability, compliance with safety legislation, Gas Safe Register and/or OFTEC requirements, and manufacturer specifications.

4.4 Where customer-supplied components are presented that fall within this exclusion, We reserve the right to refuse installation or commissioning without liability for delay, abortive attendance or consequential loss.

5. Condition, Damage and Handling

5.1 We are not responsible for damage to customer-supplied materials arising from:

- (a) pre-existing defects;
- (b) poor manufacture or design;
- (c) incorrect specification;
- (d) inadequate storage, handling or transportation prior to installation.

5.2 Where customer-supplied materials fail or are damaged during necessary installation due to inherent weakness or defect, this shall not be Our responsibility.

6. Delays, Abortive Works and Costs

6.1 Delays caused by missing, incorrect, defective or incompatible third-party or customer-supplied materials are not Our responsibility.

6.2 Abortive visits, extended labour time or additional attendance arising from such issues may be charged.

7. Returns, Refunds and Disposal

7.1 We accept no responsibility for the return, refund, exchange or replacement of third-party or customer-supplied materials.

7.2 Any costs incurred in removing, storing, returning or disposing of such materials shall be chargeable unless otherwise agreed in writing.

8. Relationship with Other Terms

8.1 This Schedule applies only to third-party or customer-supplied materials.

8.2 Where boiler installations, servicing, plumbing works or other services are carried out concurrently, the relevant Service Schedule(s) shall apply within their respective scope.

End of Schedule M

Schedule N – Surveys, Reports and Advisory Services

This Schedule applies where **Plumbing, Heating & Property Services Ltd trading as PHP Services** carries out surveys, inspections, reports, assessments or advisory services, whether as standalone services or in connection with other Works.

Where there is any conflict, this Schedule takes precedence over the Core Terms and other Service Schedules in relation to surveys, reports and advisory services only.

1. Nature and Purpose of Surveys and Reports

1.1 Surveys, reports and advisory services are undertaken to provide professional opinion, observations and recommendations based on information available at the time of attendance.

1.2 Such services are advisory in nature and do not constitute certification of condition, compliance or performance unless expressly stated in writing.

1.3 Findings are limited to the scope agreed and do not represent a comprehensive inspection of all systems or components.

2. Scope and Limitations

2.1 Surveys and inspections are non-invasive unless expressly agreed in writing.

2.2 Works do not include dismantling, destructive investigation, testing of concealed services or specialist laboratory analysis unless stated.

2.3 Observations are limited to areas and components that are visible, accessible and safely reachable at the time of inspection.

3. Reliance on Information Provided

3.1 Reports may rely on information provided by You or third parties, including system history, drawings, certificates or verbal statements.

3.2 We accept no liability for inaccuracies arising from incomplete, incorrect or misleading information supplied to Us.

4. Recommendations and Decision-Making

4.1 Recommendations are provided for guidance only and do not constitute instruction to proceed with works.

4.2 Responsibility for acting on recommendations rests with You unless otherwise agreed in writing.

4.3 Failure to act on recommendations may result in system failure, safety risk or non-compliance, for which We accept no liability.

5. Validity and Currency of Reports

5.1 Reports reflect conditions observed at the time of inspection only.

5.2 Reports may become invalid or outdated where:

- System usage changes
- Occupancy changes
- Alterations or modifications are made
- Maintenance is not carried out

5.3 We accept no responsibility for reliance on reports after such changes occur.

6. Use and Distribution of Reports

6.1 Reports are prepared solely for the use of the named Customer.

6.2 Reports may not be relied upon by third parties, including purchasers, tenants, lenders or insurers, without Our prior written consent.

6.3 We accept no liability to any third party relying on a report without such consent.

7. Liability and Limitations

7.1 We accept no liability for loss, damage or cost arising from decisions made based on advisory services alone.

7.2 Nothing in this Schedule limits liability where such limitation is prohibited by law.

8. Relationship with Other Terms

8.1 This Schedule applies only to surveys, reports and advisory services.

8.2 Where remedial works, installations or servicing are subsequently undertaken, the relevant Service Schedule(s) and Core Terms shall apply.

End of Schedule N

Schedule O – Fuel Storage and Supply Systems (Oil and LPG)

This Schedule applies where **Plumbing, Heating & Property Services Ltd trading as PHP Services** carries out Works relating to oil or LPG fuel storage, supply pipework or associated components, whether as standalone Works or in connection with boiler installations, servicing or repairs.

Where there is any conflict, this Schedule takes precedence over the Core Terms and other Service Schedules in relation to oil and LPG fuel storage and supply systems only.

1. Scope of Works

1.1 Works may include inspection, connection, disconnection, modification or replacement of oil or LPG supply pipework, isolation valves, filters, fire valves and associated fittings.

1.2 Works do **not** include ownership, replacement or upgrading of fuel storage tanks unless expressly stated in writing.

1.3 Bulk LPG tanks, regulators and associated equipment owned or maintained by fuel suppliers are excluded unless expressly agreed in writing and authorised by the supplier.

2. Ownership and Responsibility

2.1 Responsibility for fuel storage tanks, bases, enclosures, fencing, security, location and compliance rests with the tank owner, which may be the Customer or a third-party fuel supplier.

2.2 We accept no responsibility for the condition, compliance or suitability of fuel storage tanks not supplied by Us.

2.3 Where fuel supplier-owned equipment is present, all Works are subject to supplier approval and access requirements.

3. Condition, Compliance and Risk

3.1 Oil and LPG systems may be subject to corrosion, environmental exposure, ground movement or historic installation issues.

3.2 We accept no liability for leaks, failures or defects arising from:

- Deterioration or corrosion
- Impact or ground movement
- Environmental damage
- Pre-existing non-compliance

3.3 Where systems are found to be unsafe or non-compliant, We may isolate or refuse to reconnect fuel supplies in accordance with OFTEC or relevant LPG safety requirements.

4. Tank Location and Environmental Factors

4.1 Tank location may be subject to minimum separation distances, fire protection requirements and environmental regulations.

4.2 We do not guarantee that existing tank locations comply with current standards unless expressly surveyed and confirmed in writing.

4.3 Any relocation, base modification or environmental remediation is excluded unless expressly agreed.

5. Supply Interruptions and Fuel Quality

5.1 We accept no responsibility for fuel supply interruptions, contamination, water ingress or fuel quality issues.

5.2 Fuel quality, delivery scheduling and supplier performance remain the responsibility of the fuel supplier and Customer.

6. Access and Safety

6.1 Adequate and safe access must be provided to fuel storage tanks, pipework and associated components.

6.2 Where access is unsafe, restricted or obstructed, We reserve the right to suspend or refuse Works.

7. Relationship with Other Terms

7.1 This Schedule applies only to oil and LPG fuel storage and supply systems.

7.2 Where boiler installations, servicing or repairs are carried out concurrently, the relevant Service Schedule(s) shall apply within their respective scope.

End of Schedule O

Schedule P – Bathroom Installations and Refurbishment Works

This Schedule applies where Plumbing, Heating & Property Services Ltd trading as PHP Services carries out bathroom installation, refurbishment or replacement works, including the removal and installation of sanitaryware, pipework alterations, associated plumbing, and related fitting works.

Where there is any conflict, this Schedule takes precedence over the Core Terms and other Service Schedules in relation to bathroom installation and refurbishment works only.

1. Scope of Works and Fixed Contract Price

1.1 Bathroom installation and refurbishment works are limited strictly to those items expressly stated in the accepted Quotation, proposal and written specification.

1.2 The accepted proposal, specification, drawings (if any), programme assumptions (if any) and agreed payment structure form part of this Agreement.

1.3 Where the proposal states that the price represents the “full fixed contract price”, this applies only to the agreed scope of works as set out in the accepted specification.

1.4 Any works, materials, alterations or services not expressly included in the specification are excluded and, if requested or required, shall constitute a variation and be chargeable.

1.5 Decoration, plastering, flooring, tiling, joinery, electrical works or other trades are excluded unless expressly stated in writing.

1.6 No provisional sums are included unless expressly stated.

2. Variations and Mid-Project Changes

2.1 Any variation must be agreed in writing prior to the works being carried out.

2.2 Verbal instructions or informal requests shall not constitute an agreed variation unless confirmed in writing.

2.3 Variations may result in additional cost, adjustment to project milestones and extension of programme duration.

2.4 Where materials have been ordered or committed, changes in product selection may result in restocking charges, replacement costs, additional labour and programme delay.

2.5 We reserve the right to suspend works pending agreement of any variation.

3. Client-Supplied Materials

3.1 Where sanitaryware, brassware, furniture, tiles, enclosures or other materials are supplied by You or any third party, Schedule M shall apply.

3.2 We accept no liability for manufacturing defects, incorrect quantities, compatibility issues or damage arising from inherent weakness or design defect.

3.3 Delays arising from missing, damaged or incompatible client-supplied materials shall not constitute contractor delay and may result in additional charges.

3.4 Storage of client-supplied goods on site is at Your risk unless otherwise agreed in writing.

4. Existing Conditions and Unforeseen Works

4.1 Bathroom refurbishment works frequently involve concealed pipework, substrates, joists, walls and finishes that are not fully visible prior to strip-out.

4.2 The Contract Sum is based on visible inspection only.

4.3 We accept no liability for pre-existing conditions including rot or timber failure, damp or water ingress, unstable or inadequate subfloors, non-compliant pipework or electrics, hidden leaks, structural defects, asbestos or hazardous materials.

4.4 Where such issues are identified, works may be suspended, a variation will be issued, additional costs shall apply and works will not recommence until agreed.

4.5 Any additional works arising from unforeseen or hidden conditions are excluded from the fixed contract price and shall be chargeable.

4.6 We reserve the right to decline to proceed where site conditions are unsafe or unsuitable.

5. Tiling, Finishes and Tolerances

5.1 Tiling works will be carried out in accordance with recognised industry tolerances.

5.2 Minor variation in grout lines, alignment, tile shade, pattern or natural material finish shall not constitute a defect.

5.3 Silicone sealant is a maintenance item and excluded from long-term guarantee.

5.4 Hairline cracking resulting from structural movement, drying, settlement or substrate movement shall not constitute defective workmanship.

5.5 Re-decoration outside the immediate working area is excluded unless expressly stated.

6. Programme and Time

6.1 Start dates and completion dates are estimates only.

6.2 Time shall not be of the essence.

6.3 Delays may arise due to variations, supplier delays, drying or curing times, client decision delays, unforeseen site conditions or third-party trades.

6.4 We accept no liability for third-party delays outside Our reasonable control.

7. Access and Site Responsibilities

7.1 You must provide clear and safe access, electricity and water supply, adequate ventilation, cleared working areas and removal of personal belongings.

7.2 Bathroom renovation works may generate dust, vibration and disturbance inherent to refurbishment works.

7.3 We accept no liability for minor cosmetic disturbance outside the immediate work area.

8. Waste and Disposal

8.1 Removal of standard construction waste is included unless stated otherwise.

8.2 Hazardous waste, including asbestos, is excluded.

8.3 Ownership of removed sanitaryware and materials transfers to Us unless otherwise agreed.

9. Payment Structure

9.1 A deposit is required to secure materials and installation dates.

9.2 Stage payments shall be due in accordance with the agreed project milestones set out in the Quotation.

9.3 Final balance is due upon Practical Completion.

9.4 "Practical Completion" means the Works are substantially complete and capable of intended use, subject only to minor snagging items.

9.5 Minor snagging items shall not delay final payment.

9.6 Failure to make payment may result in suspension of works in accordance with Section 16 of the Core Terms.

10. Snagging and Rectification

10.1 Any snagging items must be notified in writing within a reasonable period following Practical Completion.

10.2 You must provide reasonable access to enable rectification.

10.3 We shall not be liable for third-party remedial works carried out without providing Us the opportunity to inspect and rectify.

11. Guarantees and Limitations

11.1 Workmanship is covered under Section 11 of the Core Terms unless otherwise stated.

11.2 Manufacturer warranties apply to products supplied by Us, subject to manufacturer terms.

11.3 The following are excluded from extended guarantee: sealants, grout discolouration, consumables, wear and tear and client-supplied products.

11.4 Ongoing maintenance, cleaning and ventilation are Your responsibility.

12. Relationship with Other Terms

12.1 This Schedule applies only to bathroom installation and refurbishment works.

12.2 Where works fall within the scope of another Service Schedule (including Schedule M), the relevant Schedule(s) shall apply concurrently within their respective scope.

End of Schedule P