

Energywise Assessments

TERMS & CONDITIONS

This document forms the basis of a legal agreement between Energywise Assessments andThese terms and conditions of business shall apply to all commissions or inspections undertaken by Energywise Assessments unless otherwise specifically agreed in writing. By ordering via telephone, fax, post or email or mobile phone you agree to be bound by these Terms and Conditions. All orders and requests for commissions or any additional services will be subject to acceptance us which will be notified to you when we confirm your order and will be governed by these Terms and Conditions. We reserve the right to amend this agreement from time to time and new versions of this agreement will be notified to you.

INTRODUCTION

- The Energy Performance Certificate (EPC)**. The EPC is a report on the energy efficiency of the property at the time of inspection. It is in a standard format and has been prepared by a Domestic Energy Assessor (DEA) who is registered with a Domestic Energy Assessor Accreditation Scheme and holds the legally required qualifications in Domestic Energy Inspection. The DEA has a duty to provide an opinion about the energy efficiency of the property that can be used and relied upon by prospective buyers. The report will be included in the Home Information Pack commissioned on the property and entered on the Central Register. The Code of Practice for Domestic Energy Assessors issued by the Accreditation Scheme sets out the principles that must be followed and applied by all Domestic Energy Assessors who are a member of the Accreditation Scheme.
- What the Report Tells You**. The report tells you about the energy efficiency of the property and gives appropriate recommendations selected from a standard set of recommendations, suggested by specialist software, to tell you how the energy efficiency might be improved.
- What the Report Does Not Tell You**. The report will not include any valuation of the property and does not provide information on the condition of the property or the services. It does not tell you about any matters, other than those specifically related to energy efficiency, nor does it warn you about any Health and Safety Risks to occupiers or visitors to the property. The report does not give accurate running costs, an indication of heating and lighting bills, and advice on how the improvements will affect the saleability or value of the property or how to carry out the improvements. The report also does not provide the exact U-value - the exact thermal conductance, from the outside to inside covering all modes of heat transfer.
- What is Inspected**. Externally, to collect the necessary data, all reasonably accessible parts of the property are visually inspected from within its grounds and adjoining public and communal areas. If the Domestic Energy Assessor needs to access any elements of the property not at ground level in order to collect the data required to issue an EPC, then the Domestic Energy Assessor may use binoculars or a digital camera and may use a ladder where the surface is no more than 3 metres from ground level and where it is safe and practical to do so. Internally, the Domestic Energy Assessor will gain access to as many parts of the property as is safe and practical in order to collect the data required to issue an EPC. Internal fixed floor coverings are not lifted and heavy items of furniture are not moved. Cupboards/storage areas are not emptied where it would be unreasonable for the Domestic Energy Assessor to do so.
- What is Not Inspected**. The Domestic Energy Assessor undertakes a visual inspection to collect the necessary data and does not carry out tests of services, or look at those parts of the

property that are covered, unexposed and inaccessible or damage any part of the property when undertaking the inspection. In particular the following are not inspected:

Exterior. The parts of the property that can only be seen by entering someone else's private grounds or property. The parts of the property that cannot be reached other than from ground level with a 3 metre ladder. (The Domestic Energy Assessor will not walk on flat roofs).

Interior: Areas that are behind secured trap doors, behind heavy furniture or filled cupboards. Floor surfaces and under floor areas that are beneath fitted carpets and other fixed floor coverings. Roof voids, where there is no access or where the access is above 3 metres from the immediate floor level below, or where it would be unsafe to attempt access. Insulation and other material in the roof space will not be lifted or moved. The inside of chimneys, boiler and other flues may be inspected but no recommendation as to the condition of such will be made.

The Domestic Energy Assessment is a data collection process only and should not be construed or used as a general or specific survey of the condition of the property, nor will the Domestic Energy Assessor comment upon any such matters whilst carrying out an energy inspection.

TERMS OF ENGAGEMENT

You are strongly advised to read these terms of engagement. No responsibilities can be accepted for the consequences should the reader(s) fail to act upon specific reasonable advice within it.

6. **Instructions and Services.** The report will be commissioned on the basis of these Terms of Engagement by, or on behalf of, the seller of the property, and describes the energy efficiency of the property on the date of inspection. The DEA has a duty to provide an impartial opinion that can be used and relied upon by a prospective buyer and the seller. It is agreed by the parties that the provisions of the Contracts (Rights of Third Parties) Act 1999 will apply. This Energy Performance Certificate will be carried out in accordance with the Accreditation Scheme's Domestic Energy Assessor Code of Practice. Any services the DEA may agree to provide in addition to preparing this Energy Performance Certificate are outside of the scope of the Accreditation Scheme, and must be covered by a wholly separate contract from that covering the Energy Inspection. Those parts of the property that have been inspected and those parts where an inspection has not taken place are set out in paragraphs 4 and 5 above and form part of these terms. Any personal information regarding the seller that is recorded by the Domestic Energy Assessor will be held safely and securely and the seller has a right to see these records. The seller's contact details may be used during the process for monitoring the compliance and performance of the Assessor. Personal information about the various parties, in particular the owner, occupier(s) and seller of the property which have no relevance to the Energy Performance Certificate will not be recorded by the DEA.

7. Our services include the production of EPCs and related consultancy services. We reserve the right to reject any commission.

8. **Fees.** Our fees are subject to change from time to time. The fees are payable 14 days after the supply of an invoice on completion of the instruction. We reserve the right to charge interest at 4% above National Westminster's Bank base rate from time to time for any amounts outstanding beyond 30 days. If, despite reminders you have still not paid any amount outstanding after 90 days,

then we reserve the right to add a charge of £500 to the outstanding amount to cover debt collection administration.

9. **EPC Production.** Where the instruction is to produce an EPC for a client, we will ensure only qualified and licensed practitioners are used who are suitably accredited. The EPC inspection will be carried out under any statutory requirements in force and in conjunction with our own code of good conduct and good practice or that of our accreditation authority. If a practitioner is found to be practicing outside these limitations, immediate disciplinary action will be brought to bear which could lead to criminal prosecution.

10. **Your Obligations.** You will be liable for the full cost of a commission if Energywise Assessments' employees or agents are unable to gain access to the premises for an agreed appointment. If another appointment is made to inspect the premises, this will be at an additional cost to be agreed between the parties. You warrant that you have the authority to commission the inspection of the premises in question, including allowing Energywise Assessments employees or agent's access to the premises.

11. **What you should do in the event of a query or complaint.** Energywise Assessments has a formal complaint handling process. Should you have a complaint about an Energy Performance Certificate or the Domestic Energy Assessor, you should contact Energywise Assessments and request a copy of the complaint handling procedure notice. This procedure will describe how to make a formal complaint, to whom it should be addressed, and what further recourse is available to you. Upon receipt of any complaint the matter will be taken seriously and all efforts made to investigate the circumstances and resolve the issues. Should you not be satisfied with the way the complaint was handled you may refer the matter to the Domestic Energy Assessor Accreditation Scheme who will arrange for the claim to be resolved independently.

12. **Warranties and Liabilities.** Energywise Assessments warrants that it will use reasonable skill and care to provide the commission. Energywise Assessments warrants that it will not materially adjust or manipulate any information obtained. All other warranties express or implied are hereby excluded to the fullest extent permitted by law. Any liability Energywise Assessments may have (whether in contract, tort, including negligence or otherwise) shall be limited to the total fees paid by you under this agreement. Energywise Assessments shall not be liable to you or to any third party for any loss of profits, loss of sales, loss of turnover or loss of use or corruption of data or software or for any indirect, consequential or special loss. This does not exclude Energywise Assessments liability in respect of fraud or in respect of death or personal injury caused by Energywise Assessments' negligence. Energywise Assessments shall not be responsible for any delay or failure to carry out any commissions under this agreement for reasons beyond Energywise Assessments' reasonable control including, but not limited, to the acts or omissions of a third party or your failure to perform your obligations. If Energywise Assessments' employees or agents fail to arrive within 1 hour of an agreed appointment due to reasons within their control, you may elect for a new appointment at a mutually agreed time, or request a full refund of any monies paid in advance in respect of the commission. This section shall survive the termination of this agreement for any reason.

13. **Termination.** Energywise Assessments reserves the right to terminate this agreement without notice for any reason including non-payment of fees. Energywise Assessments fees shall be payable immediately on termination or expiry howsoever caused of this agreement.

14. **Intellectual Property.** All copyright and other intellectual property rights in and relating to the commission shall be owned exclusively by Energywise Assessments.

15. **General Terms.** This is the only agreement between Energywise Assessments and You. If a court decides that any part of the agreement cannot be enforced, then that part will not apply. The rest of this agreement will continue to apply. Any notice given under this agreement must be made in writing and sent by pre-paid first class post to the parties' respective addresses. Our address is Energywise Assessments, Slades, Peterstow, Ross on Wye, Herefordshire, HR9 6LJ. This agreement shall be governed by English Law and the English courts.

16. **Cancellation Policy.** Our policy is that you can postpone a commission at any time up to 5pm the day before the visit to the property without cost, so long as Energywise Assessments has not already become committed to expenditure which cannot be avoided (e.g. travel costs). If Energywise Assessments has already become committed to such costs, we will charge you accordingly. Cancellation or postponement of a job for any reason after 5pm of the day prior to the inspection incurs an automatic charge equivalent to 25% of the full price of the commission.

17. **Disclaimer.** In no respect shall Energywise Assessments or the Assessor acting upon the instructions of Energywise Assessments incur any liability for any damages, including, but limited to, direct, indirect, special, or consequential damages arising out of, resulting from, or any way connected to the issuing of the Energy Performance Certificate or the recommendations contained within it, or any commission, whether or not based upon warranty, contract, tort, or otherwise; whether or not injury was sustained by persons or property or otherwise; and whether or not loss was sustained from, or arose out of, the results of the inspection, or any services that may be provided by Energywise Assessments. By signing you are agreeing to our standard terms and conditions.

Signed _____

Name _____ Date _____

Signed on behalf of Energywise Assessments _____

Name _____ Date _____

Position _____