

## Terms and conditions

On completion of ordering whether verbally, by post or online at [www.energyperformancedirect.co.uk](http://www.energyperformancedirect.co.uk) and agreement to pay the fees for any service, is a binding Agreement with Energy Performance Direct. It is extremely important that you read and understand the terms & conditions before making an order. If you have any queries you should contact Energy Performance Direct.

### General

These are the Terms and Conditions of the Agreement that you are deemed to accept when ordering an Energy Performance Certificate. This Agreement is made between the person, firm, company or other party ordering the Energy Performance Certificate and (the "client" "customer" "you" or "your") and Energy Performance Direct of PO Box 686, Exeter, EX1 9PD. ("Energy Performance Direct" "we" "us" or "our"). The date of this Agreement is deemed to be the date of the order of the Energy Performance Certificate.

### 1.0 Definitions and Interpretations

1.1 The following words will have the meaning ascribed to them:

When the Seller is making payment to us, they are the "client" "customer" under the terms of this Agreement.

When the Estate Agent or other agent is making payment to us, they are the "client" "customer" under the terms of this Agreement.

When payment is made to us under a deferred payment arrangement entered into by the Seller then the Seller is the "client" "customer" under the terms of this Agreement.

"EPC" is the Energy Performance Certificate you are ordering from us through our website facility verbally or in writing.

"Property" means the Property for which the EPC, Floor plan or Photography service is being provided

"Working Day" means Mondays to Fridays except where a Saturday or Bank Holiday is by special arrangement.

"Booking form" means our Booking form that must be completed before ordering an EPC through our website facility, verbally or in writing.

"Order" means your order for us to provide you with an EPC Floor plan or Photography service for the Property by completing the booking form through our website facility, verbally or in writing.

"Report" means the EPC you have asked us to deliver to you as detailed in the Booking Form.

"Professional Services" means our compiling, collating and delivery of the Reports for an EPC, Floor plan or Photography service .

"Required Information" means all the necessary information we require from you to complete the Professional Services for the Property in accordance with the Housing Act 2004 and any amending Regulations.

1.2 Headings used in this Agreement are for convenience only and shall not affect their interpretation.

### 2.0 Your Obligations

2.1 You will provide us with the required information.

2.2 You will ensure that the information you supply to us in the booking, including without limitation details of the Property, is complete, accurate and up to date and will notify us immediately if you become aware of any inaccuracy contained within the booking.

### 3.0 Our Obligations

3.1 We reserve the right to reject a booking and if not rejected we may refuse to provide the professional Services at any time without giving any reason in which circumstances a proportional refund of any payment would be made. Each booking if not rejected by us will constitute a separate and severable agreement.

3.2 We will use our reasonable endeavours to ensure that the information contained within any report is accurate and impartial at the date of its publication. You accept, however, that information on which any report is based may be subject to change from the date of its publication and we cannot be held liable for failing to include or omit any information in the report, which becomes available after the date of publication.

3.3 Any indication that we may give as to the time in which we will deliver the report will be a good faith estimate only. We will use all reasonable endeavours to deliver the report within the time-scale that we have estimated.

3.4 Subject to anything else contained within the terms of this Agreement, all other warranties, conditions, terms, undertakings and obligations, whether express or implied are expressly excluded.

3.5 We will begin compiling the EPC for the property for you in accordance with your booking immediately upon your placement of the booking form.

3.6 An EPC, Floor plan or Photography service for a registered freehold Property will usually be produced within 10 Working Days although this is not guaranteed and other types of properties particularly leasehold and larger commercial properties may take longer to produce.

3.7 When you place a booking with us, we will confirm receipt of your booking through whichever medium is acceptable to you in writing.

### Introduction and Terms on which the EPC report is prepared

The Professional Services and Reports produced will be conducted by a qualified energy assessor: who is a member of a government-approved certification scheme.

The energy assessor must provide an objective opinion about the condition of the Property, which the buyer, the seller and the buyer's mortgage company must be able to rely on and use.

To become a member of the Certification Scheme and be able to produce Energy Performance Certificate (EPC), an energy assessor has to:

- pass an assessment of skills, in line with National Occupational Standards; and
- have insurance that provides cover when an energy assessor is negligent.

The energy assessor must follow the necessary standards of the Certification Scheme's Code of Conduct.

An Energy Performance Certificate is not valid unless it has been produced by an energy assessor who is a member of a government-approved scheme and it has been entered on the Central Register of Energy Performance Certificates.

The Energy Performance Certificate is in a standard format and is based on these terms, which sets out what you should expect of the energy assessor, the Energy Performance Certificate. You and the energy assessor cannot amend these terms.

Any other services the Energy assessor may provide are not covered by these terms and so must be covered by a separate contract.

If you have any complaint about the Energy Performance Certificate, you can complain by following the Complaints Procedure, which is explained in more detail at the end of this document.

### What This Report tells you:

The Energy Performance Certificate tells you about the energy and environmental performance of the home, and suggests any improvements and savings that you can make.

#### **What This Report Does Not Tell You:**

This report does not tell you the value of your home or cover things that will be considered when a valuation is provided, such as the area the home is in or the availability of public transport or facilities.

It does not tell you about any minor defects that would not normally have any effect on a buyer's decision to buy.

This report does not warn you about any health and safety risks to people using or visiting the property, unless repair or building work is needed to avoid the risk.

The Report does not give advice on the cost of any repair work or the types of repair which should be used.

The Report is not an asbestos inspection under the Control of Asbestos at Work Regulations 2002.

#### **What Is Inspected?**

The energy assessor inspects the inside and outside of the main building and all permanent outbuildings, and the parts of the gas, electricity and water and drainage services that can be seen.

#### **Condition Rating Definition**

##### **Important note**

The inspection is 'non-invasive'. This means that the energy assessor does not take up carpets, floor coverings or floorboards, move furniture or remove the contents of cupboards. Also, the energy assessor does not remove secured panels or undo electrical fittings.

#### **5.0 Specific Arrangements**

This is will comprise of:

- The agreed date for the energy assessment.
- The agreed fee of the services being contracted.
- An estimated time for the carrying out of the energy assessment, floor plan or photography will take 1 to 5 hours dependent on the size of the Property, grounds and outbuildings.
- The contact name and telephone details of the person who will be at the Property during the course of the energy assessment.
- The energy assessor requires open access to all areas of the Property, its grounds and outbuildings.
- Loft hatch, cupboards, doors to cellars, basements etc are to be unlocked and accessible.
- Stairs and hallways are clear and do not pose a health and safety risk to the energy assessor or the occupants.
- Please ensure that any relevant documentation such as planning approval and guarantees including FENSA, Corgi etc are available.
- Any valuables are locked away prior to the energy assessment.
- Any children are kept under reasonable control during the energy assessment.
- Any animals are either kept locked away or under reasonable control during the energy assessment.

#### **5.1 Additional services**

All prices for floor plans and photography are to be used for the marketing of a single private property for sale. Copyright of all images remain the property of Energy Performance Direct. For any other use please contact Energy Performance Direct to discuss usage rights and licence fees

##### **Copyright, licensing and usage info:**

The photography services detailed are offered on the basis that the photographs are licensed to be used for the marketing of a private property for sale, and may be used for this purpose until the property is sold. Any other use (e.g. editorial or promotion of a business) are subject to approval and further usage fees based on standard usage rates. Where the purchaser of the licence is the 'Agent' rather than the 'Vendor', secondary licence fees are applicable for third party usage (i.e. when switching agents).

The copyright of all images remain the property of Energy Performance Direct. Unless specifically agreed otherwise, Energy Performance Direct reserves the right to use all images for other uses including, but not restricted to, self promotion, commercial and marketing purposes

#### **6.0 Pricing & Payment**

Prices are produced as a quote in reply to a completed booking form and will vary according to size and use of building.

- Full payment is required if an appointment is within 10 working days or a 10% non refundable deposit for appointment made over 10 working days in the future.

-The assessment must be paid for 10 working days in advance, either using online credit card processing facilities, or by calling Energy Performance Direct, or by sending a cheque or BACS payment.

Deferred payment terms are available subject to prior agreement

-Title of goods remains with Energy Performance Direct until such payments have been cleared.

In the event of subsequent repudiation of payment by the buyer's bank or paying agent, the title reverts to Energy Performance Direct until any outstanding payment has been made in full.

To keep the cost of our service to the minimum we do not issue paper copies EPC's. Neither do we issue them on CD-ROM or other physical medium. You are paying for the electronic version only. If you absolutely must have a hard copy we will post you your choice of either a paper copy or a CD on payment of an additional £5 once the document(s) are completed.

There may be special circumstances where payment can be deferred; provided a 50% deposit is made at time of order the Reports will remain the property of Energy Performance Direct until such time full payment is received.

#### **7.0 Appointments**

Any missed appointments, where the energy assessor has to revisit the property, will incur an additional £25.00

#### **8.0 Withdrawal or Cancellation**

In order to provide an EPC within the timescales, our process for compiling it is automatically started upon and the consequential costs incurred immediately it is ordered and paid for.

##### **8.1 The Rights of an Energy Assessor to Withdraw or Cancel**

The Energy Assessor reserves the right to withdraw from the Commission if the cause of withdrawal was something the Client or Seller was able to prevent.

-If the Property is in an unsafe condition and poses a threat to the energy assessors health and safety beyond the normal domestic risks reasonable for a Property in current occupation

- If access is found to be restricted for a visual inspection and is in the energy assessors opinion likely to have a material effect upon the completeness and/or accuracy of the energy assessment.

-If any current building works are in progress in the Property being inspected are not managed by a contractor competent in construction health and safety and is not present for the duration of the inspection to ensure compliance with site safety rules.

-If any potential or actual **conflicts of interest** become apparent.

#### **8.2 The Rights of the Client to Withdraw or Cancel**

The Client has the right to withdraw or cancel the Contract at any point prior to the inspection. Formal notification of withdrawal or cancellation must be received with 48 hours of the inspection date. Please note that a cancellation fee for the time and work already undertaken will be charged. Where a refund is due, the cancellation fee will be deducted.

#### **9.0 Customer Service – Complaints Procedure**

We take every customer complaint very seriously, and will do all we can to resolve them quickly and fairly. Our policy, which is in accordance with the rules of our professional body, is as follows:

-Upon receipt of a customer complaint we will immediately acknowledge its receipt.

-We will maintain full and accurate records of the customer complaint, including any correspondence between us, transcripts of telephone calls etc.

-We will arrange to meet with you to resolve the problem, or correspond with you if you prefer. This initial attempt to resolve the matter will be carried out within 10 days of receiving the complaint.

-We will put all offers to resolve the matter in writing, and will meet with you or your representative again if you refuse our initial offer to resolve the matter.

-If we cannot resolve the matter within 5 weeks we are required under the rules of our professional scheme to send full details of the customer complaint to it, so the scheme can then attempt to resolve the dispute. Our accreditation scheme is fully independent of our work and will not favour us over you. We will write to you confirming that our accreditation scheme has your details.

-Our accreditation scheme will carefully consider the complaint and put any proposals it makes to resolve the matter, in writing to both you and us. If you agree their proposal it is binding on us, and we must comply with it.

-The resolution of your complaint is completely free of charge. You do not have to agree with any proposals to resolve your complaint, and nothing in this policy is designed to prevent you from proceeding to law should you so wish.

