

Terms and Conditions.

Relates to EPC Supplier: Stephen Joyce T/a: "Gateway Energy Assessors".
Little Wellhouse Farm, Stifford Clays Road, Orsett, Grays, RM16 3NH

And the Client:
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These terms and conditions apply to all energy inspections carried out by Gateway Energy Assessors. They cannot be varied other than by written notice in advance from an authorised director of A1 Energy Assessors.

Definitions:

Client = The person or company issuing the *instruction* to Gateway Energy Assessors. This may be either the actual owner or seller of the *property*, or an authorised estate agent ("*agent*"), acting on behalf of the client

The Property = the premises, being a building as defined under the national legislation, as having a requirement for an *Energy Performance Certificate (EPC)*.

Inspection/Assessment = the study of those aspects of the *property* which contribute to the creation of an *EPC*, and carried out by the *Assessor*.

Instruction = the agreement to require Gateway Energy Assessors to carry out an *Inspection*, under these *terms & conditions*, at the *property*.

EPC (Energy Performance Certificate) = the official document produced by computer software, and as determined from time to time by UK government decree.

Fee = the amount, being in pounds sterling, agreed to be paid by either the *Client* and/or the *Agent*, or such other acceptable (to Gateway Energy Assessors) body as may be agreed. This *Fee* is determined in advance of the initiation of an *Inspection*, according to Gateway Energy Assessors' standard fee schedule.

Recommendations = those suggestions and proposals, created as an essential by-product of the *EPC* and over which neither Gateway Energy Assessors nor its employees have any control, or influence.

WHEREAS the Client has retained Gateway Energy Assessors to carry out an Inspection for the discrete purpose of creating an EPC for the Property, and Gateway Energy Assessors, on payment of the Fee agreed, accepts the Instruction, and promises to use its reasonable professional endeavours to create said EPC.

1. Gateway Energy Assessors will, at a date and time agreed with the Client, visit the Property, and carry out an Inspection. During that Inspection a volume of data will be assembled for input to computer software, which will then produce an EPC for that Property.
2. Gateway Energy Assessors confirms that it's staff have the necessary qualifications, and current licenses to perform such Inspections, and that it will use its reasonable professional endeavours to complete the Inspection, and produce the EPC in a timely manner. However, nothing in these terms & conditions imply that time is of the essence.
3. The Client agrees that the Fee for the Inspection, will be paid as required by Gateway Energy Assessors, without any deduction, for any reason, and on demand by Gateway Energy Assessors. The Client acknowledges and confirms that payment is of the essence of this agreement, and that failure to pay, or any default in payment will render the EPC null and void.

4. The Client confirms that Gateway Energy Assessors has the right within the Property to take measurements; make diagrams; take photos; and make such notes, as Gateway Energy Assessors in its sole discretion believes necessary for the Inspection. The Client agrees that such documents, photos, etc. are the sole property of Gateway Energy Assessors, and the Client has no rights to them in any manner or form. Such documents are made by Gateway Energy Assessors as required by the UK legislation in force from time to time, and Gateway Energy Assessors is required by law to retain such documents. At the conclusion of a time period set by UK law, A1 Energy Assessors confirms that it will safely and securely dispose of/destroy all such documents, and will not communicate anything therein to any third party who does not have a legal right to them.
5. When prepared, and on satisfactory receipt of the Fee (or acceptable equivalent), Gateway Energy Assessors will release the EPC to the Client, or the Agent, as required. Any explanations requested by the Client will be provided by Gateway Energy Assessors free of charge, subject to those explanations being reasonable in number and type. Gateway Energy Assessors reserves the right to make a charge for excessive or frivolous requests for information, and also reserves the right to make such charges as it in its sole discretion deems fit, for any requests for information from parties other than the Client or the Agent.
6. Value Added Tax at the prevailing rate will be applied to all fees and charges.
7. Gateway Energy Assessors confirms that it carries current and paid up Professional Indemnity Insurance as required by law, to protect the Client, or any other person who relies upon the EPC, against any malpractice, or incompetence. Gateway Energy Assessors is bound by the Code of Practice detailed by the UK government, and subscribes to the respective Professional Complaints Procedure. All parties agree to submit any complaints to the Professional Body for resolution.
8. Gateway Energy Assessors also confirms that it maintains current policy of insurance for third-party damage and risk, which is sufficient to compensate the Client for any damage or loss caused by Gateway Energy Assessors in any way, where Gateway Energy Assessors is at fault.
9. The Client confirms that a current policy of insurance is in operation to protect Gateway Energy Assessors 'staff from accident or other danger or damage or loss howsoever caused whilst the Inspection is being carried out, and the staff are on the premises of the Client.
10. It is the Client's responsibility to ensure that access to the Property is available on the day and at the time agreed. For the avoidance of doubt, the time agreed is considered to extend for one hour later than the agreed time, to cover unavoidable delays.
11. The Client also confirms that only persons above the age of 16 years will be in charge of the Property throughout the Inspection. In the event that only minors below the age of 16 years are present, the Inspection will be terminated immediately, but the Fee will still be payable in full (the Default Fee). If a suitable date and time can be agreed when subsequently adults can be present, Gateway Energy Assessors agrees to return half (50%) of the Default Fee charged.
12. In the event of abusive, threatening, or violent behaviour, or if Gateway Energy Assessors staff are subjected to danger, the Inspection will be terminated immediately, and the Default Fee will be payable. In such instances, if a subsequent date is agreed for the Inspection to be made, no refund of any part of the Default Fee will be made, nor would it become due.
13. If the Inspection is cancelled before Gateway Energy Assessors initiates travel to the Property, then no Fee is payable. However, if the Inspection is cancelled for any reason after travel has commenced, then a Cancellation Fee becomes due and payable by the Client, which is equivalent to 50% of the agreed Fee.
14. No responsibility rests on any party covered by these Terms & Conditions where through the actions of Force Majeure any party is unable or prevented from carrying out or performing its obligations hereunder.

15. These Terms & Conditions supersede any previous agreements or offers, and all parties agree to the jurisdiction of the English Courts to resolve any problems or complaints that cannot be resolved amicably.

Timescale for Delivery of the Property Energy Performance Certificate (EPC): Normally within 48 hours of the survey unless agreed otherwise.

Limitations of the EPC Survey.

The Extent of the Service: The Energy Performance Certificate for this dwelling will be produced following an energy assessment undertaken by a qualified assessor, accredited to a scheme authorised by H M Government.

The Certificate will be produced using RdSAP 2005 assessment methodology and will be produced under Government regulations. A copy will be lodged on the National Register.

RdSAP methodology provides a measure of the buildings overall efficiency and it's environmental impact, taking into account factors such as insulation levels, heating and hot water systems, ventilation, lighting and fuels used.

Energy ratings use "standard occupancy" assumptions, which may differ from the specific way you use your home. Details can be found at www.communities.gov.uk

The Energy Performance Certificate relies on information gathered as seen at the time of inspection, or as advised by the person(s) present / home owner or their representatives. This Report cannot give any indication regarding the condition of items or equipment, or regarding the structure of the property; the assumption is that equipment (eg: heating boilers etc.) as seen are in working order or could be brought to serviceable standards.

Complaints policy. The Assessor accepts a duty of contract to produce an EPC with all due diligence and care. In the case that there is cause for complaint, please correspond initially with Gateway Energy Assessors directly; we have a complaints Procedure in place, a copy of which will be made available immediately. We take all complaints seriously and would aim to expedite an urgent review to settle your complaint to your satisfaction.

In the event that an appropriate solution to a complaint cannot be found, we will be pleased to go to independent arbitration positively, and will co-operate fully to ensure a solution is agreed. You may wish to also go direct to the Domestic Energy Assessors Accreditation Scheme whose contact details are on the Certificate. This does not nullify your legal rights to redress.

Terms & Conditions seen, read, understood and agreed: (signed)

Client

STEPHEN JOYCE, GATEWAY ENERGY ASSESSORS.
LITTLE WELLHOUSE FARM,
STIFFORD CLAYS ROAD , Orsett, Grays,
Essex RM16 3NH
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