



Energy Performance Certificates
 Floor Plans
 NHER Site Auditor

Roger Gilbey Dip DEA
 26 Cheltenham Road
 Southend on Sea
 Essex
 SS1 2SA
 M:07855 778567
 email:roger@essexdea.co.uk

NHER Accreditation Scheme
 Membership number NHER002630
 Institute of Domestic Energy Assessors

Terms and Conditions

These terms and conditions of business represent the agreement between the Parties for non-exclusive engagement of the services offered by Essex Domestic Energy Assessors. No variation of these terms shall be made without mutual consent of both Parties. It is important that the Client reads and fully understands this document as it establishes the working relationship between the Parties. The Client is encouraged at any time to seek clarification on any matter contained in this document by contacting Essex Domestic Energy Assessors.

Definitions

- 1 "Energy Assessor" shall mean the sole trader Roger Gilbey of 26 Cheltenham Road Southend on Sea SS1 2SA. T/A Essex Domestic Energy Assessors.
- 2 "Client" shall mean the individual person or corporate entity that engages the Energy Assessor to provide EPC's either on their own behalf or on behalf of an identified third party subject to these terms of business.
- 3 "Agreement" shall mean the contracted engagement by the Client of the services offered by the Energy Assessor pertaining to the provision of EPC's subject to these terms and conditions.
- 4 "EPC" shall mean an Energy Performance Certificate produced by a certified and licensed Domestic Energy Assessor in accordance with an approved Certification Scheme lodged in the Landmark register.
- 5 "Property" shall mean the property for which the EPC is produced.
- 6 "Energy Assessment" shall mean the process of obtaining information at the Property necessary for the production of an EPC.
- 7 "Third Party" shall mean any individual person or corporate entity made party to the engagement of the Energy Assessor by the Client as detailed above and including but not limited to an estate agent, solicitor, conveyancer, search provider, any third party being similarly subject to these terms of business upon being made party to the engagement of the Energy Assessor by the Client.
- 8 "Fees" shall mean the professional fees of the Energy Assessor as detailed in writing or in person at any time for any service provided therein.
- 9 "Certification Scheme" shall mean a body approved by the DCLG to certify and license Domestic Energy Assessors under the provisions of the Housing Act 2004.
- 10 "Engagement" shall mean the request by the Client, on its own behalf or on behalf of any Third Party, made to the Energy Assessor to engage the services of the Energy Assessor as defined herein and subject to acceptance by the Client of these terms of business. Such acceptance shall be considered as so confirmed by any request, query or any other correspondence to the Energy Assessor from the Client, or any relevant Third Party detailed by the Client, pertaining to any particular service following receipt, via any written or verbal medium, of these Terms of Business.

Engagement

- 11 Immediately upon the Client's engagement of the Energy Assessor to produce an EPC the Client agrees to the terms of this agreement and further the Client agrees and accepts that the Energy Assessor is under no obligation to commence or undertake any work in respect of that EPC until such requested initial information and/or data has been received and passed as satisfactory by the Energy Assessor. The Energy Assessor will provide the required EPC for the Client. In the interests of clarity, acceptance of these Terms of Business is required only once from the Client and any subsequent communication by the Client to the Energy Assessor pertaining to any application will be similarly binding on the Client.
- 12 The Client agrees, upon engagement of the Energy Assessor, to provide any data as may be reasonably requested by the Energy Assessor for the purposes of producing an EPC and to make any Third Party aware of its similar obligations to do so.

Terms and Conditions Cont.

- 13 The Client agrees that any information or documentation provided to the Energy Assessor pursuant to Clause 12 above shall be true and accurate. Further the Client hereby indemnifies the Energy Assessor for any loss or damage the Energy Assessor may suffer directly or indirectly as a result of the Client's breach of this Clause 13 such loss or damage including but not limited to the legal costs of defending any civil claim or criminal penalty against the Energy Assessor arising from the Client's breach hereof.
- 14 The Client agrees that the Energy Assessor may use the services of another local Domestic Energy Assessor, suitably qualified, accredited and insured, to produce EPC's on behalf of the Energy Assessor, as and when necessary.
- 15 (I) The Client accepts that the Energy Assessor charges fees for his services. Such fees will have been clearly identified to the Client.
- 15 (ii) Any time or work undertaken to pursue or retrieve any fees due to the Energy Assessor shall represent billable time based upon the Energy Assessor's rate of £50 per hour and subject to this Clause 15 Such fees shall not exceed the Fee for the EPC.
- 16 It is accepted by the Client that upon engagement the Energy Assessor shall have already delivered services in part to the Client, and there shall be no standard "cooling off" period or cancellation of services at this point, such condition to have been made clear to the client in prior communications from the Energy Assessor including but not limited to delivery of these terms of business. At no time shall the Client hold legitimate claim against the Energy Assessor under the conditions in this Clause 16.
- 17 The Client accepts that where the Energy assessor offers any terms of deferred payment or payment in abeyance, these offers are subject to the Client following the advice and due processes of the Energy Assessor.
- 18 The Energy Assessor will reschedule an appointment for an Energy Assessment that is cancelled through no fault of the Energy Assessor. The Client agrees that the Energy Assessor reserves the right to refuse the instructions for an EPC upon a second such cancellation.

Fees and Payments

- 19 Whilst the Energy Assessor may offer EPC's for reduced fees in some cases, this is at the Energy Assessor's absolute discretion, and this service may be withdrawn at any time and for any reason. The Energy Assessor will give the Client due notice of intention to stop providing EPC's at reduced rates and clarify any charges that may apply instead.
- 20 Payment and method of payment of the Energy Assessor's fees and any other relevant remuneration under this Agreement shall survive the termination of this Agreement.

- 21 The Client agrees to pay the Energy Assessor such fees as are detailed to the Client for the provision of an EPC.
- 22 The Client agrees to pay any fees due before the Client receives confirmation that the EPC has been produced and lodged with the Certification Scheme, or within some other period agreed by the Parties on such invoices.
- 23 Any cancellation, delay or other default of any such payment shall incur interest at the rate of 5% above the base rate of National Westminster Bank.
- 24 As and when any Government authorities or other bodies amend their fees or charges, the Energy Assessor reserves the right to in turn amend such charges to the Client irrespective of any quotes undertaken by the Energy Assessor prior to or upon engagement by the Client. Such charges are in addition to fees and charges stated herein.

Terms and Conditions Cont.

- 25 From time to time, discounts may be offered including but not limited to repeat business. In no way does any discount qualify or guarantee the Client to future or indefinite discounts save for the terms of this Agreement. Quoted discounts shall be honoured by the Energy Assessor only once written agreement has been received and both engagement or ongoing balance fees are paid by the Client as detailed herein.
- 26 The Client undertakes not to withhold any payment due to the Energy Assessor arising out of any service hereunder on any grounds, including the existence of any dispute between the Client and the Energy Assessor or any other party regarding an application or any other matter.

Liability

- 27 The Energy Assessor recognises the Client's statutory rights. The Energy Assessor shall not be liable for any loss or damage of any description whatsoever arising from the delay in the production of an EPC arising from any third party action.
- 28 In any event the Energy Assessor's liability shall be limited to the amount of the fees received in respect of any EPC from which the liability may arise.
- 29 The Energy Assessor shall not be liable for any loss or damage whatsoever that the Client may suffer as a result of the Energy Assessor being unable to fulfil any of his obligations herein due to the occurrence of an event of force majeure, which term shall include but is not limited to legislative and regulatory acts of government, armed conflict, civil insurrection, strike, lockout, computer failure, failure of power supplies, earthquake, typhoon, tidal wave and acts of God.

General

- 30 It is accepted by the Client that, where there is any third party involvement outside the control of the Energy Assessor, such as any government or regulatory body, the performance in time of the Energy Assessor's obligations hereunder may in turn be affected by that third party's timekeeping. In the interests of clarity this means that the Energy Assessor will make his best endeavours to perform his obligations in a timely manner but cannot be held responsible for any delays caused or or time taken by third parties.
- 31 The Client here warrants that any engagement duly authorised as detailed herein by individuals employed by the Client shall be considered legitimately so and fully empowered by their respective companies. At no time shall this agreement be disputed on the grounds that such individuals are not or should not be seen to be authorised by their companies to do so.
- 32 This Agreement shall terminate immediately upon any material breach of its terms without remedy within 14 days by the Energy Assessor or the Client or any Third Party. The provisions of this Agreement concerning remuneration and limitations of liability shall survive its termination.
- 33 Any notices to be served hereunder may be served upon Roger Gilbey, Energy Assessor at 26 Cheltenham Road

Southend on Sea SS1 2SA, and any notices served upon the Client or any Third Party may be served upon those parties at the last address notified by them to the Energy Assessor as being their places of business or address for services, service being deemed to have been effected 7 days after posting by inland post, 14 days after posting from outside of the United Kingdom, or 2 days after transmission by facsimile or email.

34 Neither this agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by the Client without the prior written consent of the Energy Assessor.

35 The unenforceability of any part hereof shall not affect the enforceability of the balance hereof.

36 These terms and conditions are governed by the laws of England & Wales and the forum for the resolution of any disputes arising howsoever here from shall be the High Court of Justice, Strand, London, England.