

GO EPC LEEDS STANDARD TERMS & CONDITIONS OF BUSINESS

These Terms and Conditions of business represent the agreement between the Parties for non-exclusive engagement of the services offered by Go EPC Leeds. These terms and conditions represent the process and working relationship between Parties and should be fully read and understood prior to the commission of services.

1. Definitions:
 - 1.1. "Domestic Energy Assessor", "Assessor" or "Provider" shall mean the sole trader represented by Christopher Hill or Graham Hill of Go EPC Leeds 31 Cross Gates Road, Leeds, LS15 7NR
 - 1.2. "Client" shall mean the individual person or corporate entity that engages the services of the Domestic 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.
 - 1.3. "Agreement" shall mean the contracted engagement by the Client of the services offered by the Domestic Energy Assessor pertaining to the provision of EPC(s) subject to these terms and conditions.
 - 1.4. "EPC" shall mean an Energy Performance Certificate produced by a certified and licensed Domestic Energy Assessor in accordance with an approved Certification Scheme and lodged on the National Register.
 - 1.5. "Property" shall mean the property for which the EPC is required to be produced.
 - 1.6. "Energy Assessment" or "Inspection" shall mean the on-site survey process of obtaining information at the Property which is necessary for the production of an EPC.
 - 1.7. "Third Party" shall mean any individual person or corporate entity made party to the engagement of 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.
2. Energy Assessment Appointment:
 - 2.1. The Provider undertakes to liaise with the Client to arrange mutually convenient access to the property to allow for the Inspection to take place.
 - 2.2. Arrangement of a date and time for the Energy Assessment constitutes as the Client's acceptance of these terms and conditions.
 - 2.3. Where a tenant is in situ at the property the Client will ensure they are adequately fore-warned of the Energy Assessment. Contact details for the tenant will be only be provided to the Assessor by the Client if consensually done so in line with Data Protection Regulations
 - 2.4. Should the Client wish to postpone the Inspection, the Client shall provide the Assessor with as much notice as reasonably possible. Where less than 3 hours' notice is provided prior to the agreed Energy Assessment appointment the Client will be liable to a 50% cancellation charge. If any subsequent Energy Assessment at the property is arranged this will be subject to the full cost.
3. Energy Assessment Inspection:
 - 3.1. As per conventions and guidance by the Accreditation Body by which the Assessor is bound the Inspection is non-intrusive. The Assessor will not lift up carpets or floorboards. Lofts will only be inspected if it is safe to do so. Sealed hatches and traps will not be opened, but a more conclusive assessment may be issued if you can have these unsecured in readiness for the Inspection.
 - 3.2. The Client undertakes to ensure an appropriate adult over the age of 16 is present for the duration of the Energy Assessment. The Assessment will be terminated at any point if an adult is not present and the Client will be liable to a 50% cancellation charge. If any subsequent Energy Assessment at the property is arranged this will be subject to the full cost.
 - 3.3. The Client undertakes to ensure that the premises are free from any foreseen health and safety concerns and the appropriate action is taken to minimise the risk to the assessor. This may include, but not limited to, broken glass, sharps (including needles or syringes), animals including dogs, snakes, spiders, or any other animal likely to bite or cause harm to the Assessor.
 - 3.4. The Client undertakes to ensure that any children are well supervised during the Inspection as some tasks are potentially hazardous (e.g. the opening of access traps).

- 3.5. Should the Assessor have to abort the assessment due to intimidation of any kind including, but not limited to, verbal or physical threat by the Client or any other Third Party present on the premises, the Client will be liable to a 50% cancellation charge. If any subsequent Energy Assessment at the property be arranged this will be subject to the full cost.
 - 3.6. The Client undertakes to ensure clear access to inspect all boilers, hot water cylinders or other heating appliances, electric and gas meters.
 - 3.7. The Assessor will not be able to include in the assessment any improvements or work that cannot be evidenced, witnessed or measured. Any documentary evidence to support energy efficiency improvements such as FENSA, CIGA, insulation works, or building compliance certificates can be helpful in achieving this and should be made available prior to or at time of survey.
 - 3.8. The Assessor cannot estimate or pre-qualify an expected EPC rating for a property without completing an Inspection. If a specific EPC rating is required for the purpose of renewable grants, subsidies or MEES rental purposes we can provide advice and model improvement scenarios from a baseline Inspection to guide how to achieve this. This service is available at an additional fee.
4. Payment:
 - 4.1. Payment for services shall be made following the Energy Assessment either by Cash or Bank Transfer. Cheques are not accepted.
 - 4.2. Payment for services are due within 5 working days from the date of the Energy Assessment.
 - 4.3. Services are exclusive of Value Added Tax which is not currently chargeable.
 - 4.4. The EPC will not be published to the National Register until such a time when payment for services is paid in full and funds are cleared into the Provider's bank account.
 - 4.5. 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 future or indefinite discounts.
 - 4.6. If any payment due to the Provider is in arrears for longer than 20 working days from the payment due date then an additional administration charge of 50% will be added to cover the cost of recovering the money owed.
5. Certificate Issue:
 - 5.1. The EPC will not be issued or uploaded to the National Register until full payment is received.
 - 5.2. Upon payment the EPC will be delivered as a secure link to the National Database via e-mail, with unique RRN to evidence authenticity.
 - 5.3. A hard copy of the EPC may be specifically requested, for which a nominal fee may apply at the discretion of the Assessor.
 - 5.4. The Assessor shall endeavour to issue the EPC within 48 hours from receipt of full payment.
6. Cancellation:
 - 6.1. Should the Client wish to cancel the Inspection, the Client shall provide the Assessor with as much notice as reasonably possible. Where less than 3 hours' notice is provided prior to the agreed Energy Assessment appointment the Client will be liable to a 50% cancellation charge. If any subsequent Energy Assessment at the property be arranged this will be subject to the full cost..
 - 6.2. EPCs cannot be cancelled once the Inspection has taken place, or less than 3 hours prior to the agreed Inspection.
7. Provider Obligations & Responsibilities:
 - 7.1. The Provider undertakes to provide an EPC to the current Government legislation/guidelines at the time of commission.
 - 7.2. The Provider undertakes to hold full certification of an accreditation body for the production of EPCs, including undertaking annual Continued Professional Development and complying to the required audit regime.
 - 7.3. The Assessor will carry identification at all times, which will be made available upon request.
 - 7.4. The Provider will ensure DBS checks on Assessors are issued and updated every three years.
 - 7.5. The Provider will ensure adequate insurance is in place including Professional Indemnity of up to £250,000 and Public Liability of up to £2,000,000.
 - 7.6. The Provider undertakes to hold all information pertaining to the Client, their property and tenant(s) in accordance with the Data Protection Act. Information will not be shared with any Third Parties. For further information please refer to our Privacy Policy via our website.
8. Complaints:
 - 8.1. In the unlikely event the Client has cause for complaint this should be made either by;
 - 8.1.1. Emailing us at hello@goepcleeds.co.uk
 - 8.1.2. Writing to Go EPC Leeds, 31 Cross Gates Road, Leeds, LS15 7NR

- 8.1.3. Speaking to us on 07914 828460 or 0113 2643104
 - 8.2. The Provider will seek to initially resolve by telephone, email or in person as quickly as possible.
 - 8.3. If the Client is dissatisfied with this response the matter can be escalated to the Assessor's Accreditation Body. This does not affect the Client's legal rights.
9. Force Majeure:
 - 9.1. With the exception of any payment obligation imposed on the Client, neither party will be liable for a delay in performing, or for a failure to perform, obligations if that delay or failure is caused by circumstances beyond the reasonable control of that party including, but not limited to, refusal or revocation of licence, computer or software failure, industrial dispute, impossibility of obtaining materials or labour, or failure of any supplier or carrier to deliver or perform.
10. This agreement is governed by the laws of England and Wales.