

Terms and Conditions

(for Existing dwelling (DEA))

1. Standard Conditions of Engagement

This Energy Performance Certificate is produced by an Energy Assessor, **who is licensed by a government approved Accreditation Scheme**. The Energy Assessor has a duty to provide an EPC in accordance with the 'Scheme' standards and regulations. To get a licence from the scheme an Energy Assessor has to:

- Pass an assessment of skills, in line with National Occupational Standards; and
- Have insurance that covers negligence.

Energy Assessors must follow necessary standards and as specified by their 'Scheme' **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 **Energy Performance Certificate Registers**. The Energy Performance Certificate Registers are operated by Landmark on behalf of the Government.

Any further 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 Report, you can complain by following the complaints procedure, which is explained in more detail at the end of this document.

This Report tells you:

- The properties performance is rated in terms of the energy used per square meter of floor area, energy efficiency based on fuel costs and environmental impact on Carbon dioxide (CO₂) emissions.
- The energy performance of this home on the date it was inspected, and provides the necessary Energy Performance Certificate.
- The energy efficiency rating is a measure of the overall efficiency of a home. The higher the rating, the more efficient the home is and the lower the fuel bills are likely to be.
- The environmental impact rating is a measure of a home's impact upon the environment in terms of carbon dioxide (CO₂) emissions. The higher the rating, the less impact it has on the environment.
- The Report contains an Energy Performance Certificate that tells you about the energy and environmental performance of the home and suggests improvements that you can make.

This Report does not tell you:

- The value of your home or cover things that are more specifically considered when a valuation is provided, such as the locality of the home or the availability of public transport or facilities;
- About the condition of the building or its building services; or about any health and safety risks noted by the Energy Assessor except in respect of such risks to the Energy Assessor as may restrict the scope of the inspection.

A seller, buyer or lender who needs advice on subjects that are not covered by the Energy Performance Certificate must arrange for it to be provided separately.

What is inspected?

The Energy Assessor inspects the inside and outside of the main building and the visible parts of the gas and electricity services. No parts of the building requiring access equipment will be inspected except lofts which can be safely accessed from a 3-metre ladder (which the Energy Assessor will provide). Where a lack of access is provided, the assessor may have to make assumptions whereby covered items are deemed to have a lower performance/efficiency than what is installed.

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. The Energy Assessor will say in a covering letter where it was not possible to inspect any parts of the home that are normally reported on. Where the Energy Assessor has reason to be concerned about these parts, the letter will tell you about any further investigations that are needed. The Energy Assessor does not Report on the cost of any remedial work or how these recommendations should be carried out.

2. Rights of the Energy Assessor to withdraw from the Contract

The Energy Assessor has the right to withdraw from the agreed Contract if one or more of the following conditions apply:

- If the property poses a threat to the Energy Assessor's health and safety beyond the normal domestic risks reasonable for a property in current residential occupation.
- If access for the Energy Assessor's visual inspection is found to be restricted and if such restriction is likely, in their opinion, to have a material effect upon the completeness and/or accuracy of the Energy Performance Certificate.
- If electricity, gas (if provided) and water services are not fully connected and in working condition during the inspection (which will include having a lamp in every light fitting).
- If any part of the property or the premises is a building site, **unless** the current building works are being managed by a contractor, who is competent in construction health and safety and who will be present throughout the duration of the inspection, ensuring compliance with the accepted site safety rules.
- If the property does not suit a reduced data SAP, e.g. a new build built from the 6th April 2008 onwards, whereby a new build/on-construction EPC would be required.
- If a potential or actual conflicts of interest come to the Energy Assessor's notice at any stage throughout the process.

It should be noted that if the withdrawal is due to something the client or their agent's could have prevented then the Energy Assessor reserves the right to charge a fee, pro rata, for the abortive work.

3. Rights of the Client to cancel the Contract

The Client has the right to withdraw from the Contract at any point. Formal notice of withdrawal must be made in writing to the Energy Assessor. The Energy Assessor reserves the right to charge an abortive fee, pro rata, for work completed up to the point of the receipt of the Client's Withdrawal Notice.

4. Data Protection

The Energy Assessor will hold personal information in accordance with the Data Protection Act [1998] and this information will not be used for any purpose other than the production of the Energy Performance Certificate.

5. Complaints Statement

If you have a problem, we can help

We aim to offer you the best possible service, but there may be occasions when you feel you have cause for complaint. If so, we will always try to resolve the problem quickly and to your satisfaction. If you are unhappy with our response, you can take your complaint further through our complaints procedure. Please make your feelings known as soon as possible and preferably in writing.

Where to first make your complaint

We aim to resolve your concerns within five working days. Sometimes it may take longer to look into the matter fully. If that happens, we will let you know within 5 working days who will reply and when. You can contact us in any of the following ways to let us know of the problem:

Name of Contact: Mr George Christmas

Telephone us on: 03330 151 920

E-mail us on: office@survey7.co.uk

We will then arrange for the right person to look into it and respond to your concerns.

In the unlikely event that you remain unhappy, you can ask for us to review your complaint.

If you are still not happy

If after that review you are still not satisfied, you can at that stage ask the 'Scheme' to help. The 'Scheme' will investigate your complaint and if felt necessary, it will pass your complaint onto an Independent Adjudication Service to be nominated by the Scheme.

This service, which is an entirely independent mediation and adjudication service will consider your complaint and decide whether to take action against the Energy Assessor as a result. The Energy Assessor can be ordered to undertake various actions including if appropriate, paying you compensation. Our company supports fully and is a member of the 'Scheme'. The 'Scheme' details are provided below:

Elmhurst Energy Systems Limited
Unit 16 St Johns Business Park
Lutterworth
Leicestershire



0333 015 1920
office@survey7.co.uk

LE17 4HB

Telephone: **01455833250**

E-mail: enquiries@elmhurstenergy.co.uk

Website: www.elmhurstenergy.co.uk

Please be aware that the existence of this complaints process does not prevent you from pursuing a complaint through the courts and as such does not affect your existing statutory rights.