

## **Terms and Conditions**

### **(for Heat Loss Calculations)**

#### 1. General

**1.1** Client instruction to commence works either written or verbal, constitutes acceptance of these Terms and Conditions.

**1.2** The agreement shall apply in preference to and supersede any previous Terms and Conditions referred to, offered or relied upon by the client whether in writing or otherwise.

**1.3** The agreement shall be governed by and constructed and interpreted in accordance with English Law, and the parties submit to the non-exclusive jurisdiction of the English courts.

**1.4** Survey 7 Ltd. reserve the right to update these Terms and Conditions as necessary.

#### 2. Definitions

The following definitions shall apply to this agreement:

**2.1** "Client" means the organisation or individual to whom the quotation or pro-forma is addressed.

**2.2** "Consultant" means Survey 7 Ltd.

**2.3** "Works" means the Works, Project and Scope set out in the quotation or pro-forma in connection with which the Client has engaged the Consultant to perform the Services.

**2.4** "Services" means the services described in the quotation or pro-forma.

**2.5** "Additional Services" means any services undertaken by the Consultant beyond those defined in the quotation or pro-forma.

**2.6** "Fee" means the fees for performing the Services and Additional Services (if any) stated in the quotation or pro-forma.

**2.7** "Insolvency" means either party becoming bankrupt, going into liquidation (either voluntary or compulsory unless as part of a bona fide scheme of reconstruction or amalgamation), being dissolved, compounding with his creditors or having a receiver or administrative receiver or administrator appointed of the whole or any part of his assets.

**2.8** "Design Team" means any party which may be employed by the Client, either past, present or future, who may play a role in the design of either the properties construction, space heating or hot water heating.

#### 3. Consultant obligation

**3.1** The Consultant shall exercise reasonable skill, care and diligence in the performance of the Services and Additional Services (if any). If in the performance of such services the Consultant has discretion exercisable as between the Client and a contractor, the Consultant shall exercise that discretion fairly.

**3.2** The Consultant will not undertake any "design" work. As a result, no Designer's Risk Assessment will be prepared. The Consultant may make suggestions as to how compliance might be achieved, but these will be suggestions only. Should they be adopted it will be the responsibility of the relevant member of the Client's Design Team to satisfy themselves that the proposals fully meet all the statutory and performance requirements.

**3.3** Survey 7 Ltd. undertake the Heat Loss Calculation for the sole purpose of sizing a heat pump (and potentially radiators) to CIBSE guidelines. It is the installer/MCS designer who bears the responsibility for the installation, including the Heat Loss Calculations. Survey 7 Ltd. takes no liability for the design as they do not create designs or the system being installed. Survey 7 Ltd. only state the heat loss of the property, all other items are for guidance purposes only.

**3.4** The Consultant may sub-contract the performance of any of the Services to a sub-consultant. The Consultant shall be responsible for the performance and payment of the sub-consultant.

**3.5** Subject always to conditions beyond reasonable control, the Consultant shall use all reasonable endeavours to perform the Services in accordance with the programme agreed between the Consultant and the Client including subsequent programmes agreed between the two parties.

**3.6** The Consultant is to use the Specification provided to them by the Client or the Clients' design team. If a full specification is not available, such as missing construction build-ups of thermal elements, the Consultant will rely upon SAP Appendix S in accordance with MIS3005 and CIBSE design guidelines. It is not for the Consultant to undertake the design or ascertain the properties thermal build-up where relevant information is not provided.

**3.7** The Consultant will size the heat pump based on the specification provided and unless informed otherwise, to provide both space and hot water heating.

**3.8** It is the Consultants responsibility to state what the total heat loss of the property is deemed to be based upon the specification provided and design of the property. It is not the Consultants responsibility to provide designs. Where designs are given, these are provided as suggestions only, and further guidance should be sought from the Clients design team. The Consultant will provide a potential heat pump size, based on an existing database of information for current products (as of 2023). The selected heat pump is for guidance only and the Client is free to choose other options based upon the suite of information provided by the Consultant. The Consultant may provide a list of radiator or underfloor heating emitter sizes, this is purely for guidance only and the Client should seek further advice from their design team, including whether the emitters provided will fit the space available.

**3.9** The Consultant will provide a Noise Assessment where relevant, based upon a location for the heat pump as agreed with the Client and a unit size calculated upon the Heat Loss Calculation. Any change to location or heat pump may require a re-assessment, at additional costs, to be set by the Consultant and agreed with the Client before re-assessment begins.

**3.10** The Consultant will assume the property being assessed is able to have a heat pump installed under Permitted Development rights. Meaning unless informed otherwise, the property will not be considered as a Listed Building, in a Conservation Area, or in an Area of Outstanding Natural Beauty, which would require the relevant authorities to be consulted to make sure the installation passes any local planning requirements (potentially making any initial results of the Noise Assessment void).

**3.11** Where the Consultant provides a Noise Assessment, it is only for the Consultant to show whether the unit passes the assessment (and therefore falls within Permitted Development) or fails and therefore requires Planning Permission for the installation. The Consultant may choose to change the heat pump unit or location to aid the Noise Assessment to pass.

## 4. Client obligations

**4.1** The Client shall use his reasonable endeavours to provide to the Consultant without charge and in time so as not to disrupt the performance of the Services by the Consultant all necessary and relevant data and information in possession of the Client, his agents, servants, other consultants or contractors and give such assistance and make such decisions as shall reasonably be required by the Consultant in the performance of the Services.

**4.2** The Client shall procure any data, information or reports relevant to the Service and not in his possession and required by the Consultant in the performance of the services. The client acknowledges that in the event that such data, information or reports are not procured this may adversely affect the Services provided.

**4.3** The Client shall inform the Consultant if any planning requirements are to be enacted upon the development, this includes if the property is considered to be a Listed Building, in a Conservation Area, or in an Area of Outstanding Natural Beauty as this can affect the planning and Noise Assessment requirements. The Consultant will assume no such requirements are to be included in their assessments, unless informed otherwise and in writing.

**4.4** The Client is responsible for keeping the Consultant fully informed of project progression. In particular, the Client must advise the Consultant as key decisions are made and milestones reached.

**4.5** The Client is responsible for providing a completed specification of the property in a manner supplied by the Consultant. Where items are missing, the Consultant will be forced to make assumptions, such as the construction build-ups/U-Values of thermal elements based upon the age of the property, following SAP Appendix S, MIS3005 and CIBSE design guidelines.

**4.6** It is the Clients' duty to ensure the heat pump is installed according to manufacturers' requirements, including to their location/space requirements (e.g. at least 1m from boundary, empty space around the unit). If this differs from the Consultants assessment, further dialogue should be sought between all parties.

**4.7** It is the responsibility of the Client to ensure the design of the property meets the building regulations and we recommend the client discusses the full design with their building control body, product manufacturers, design teams, etc. to confirm they are satisfied with the overall design.

**4.8** Where photographic evidence is required by the Consultant, it is the responsibility of the Client to gather and provide, in a manner specified by the Consultant.

**4.9** The Client may wish to seek further guidance by visiting <https://mcs-certified.com/standards-tools-library/>

## 5. Payment

**5.1** Payment by the Client to the Consultant for the performance of the Services shall comprise the Fees and if so agreed the disbursements.

**5.2** Fees for the performance of the Services and the Additional Services (if any) shall be paid in accordance with the provided quotation.

**5.3** If Additional Services and/or Additional Fees have not been agreed prior, the Consultant reserves the right to set the Fee amount to provide the Additional Service. This Additional Fee must be agreed between the Consultant and Client prior to the Additional Services beginning.

**5.4** Payment due to the Consultant under this agreement, shall be made prior to release of final documentation, unless otherwise explicitly agreed in writing by the consultant.

**5.5** The Client may not withhold payment after the final date for payment of any sum due under this Agreement unless the Client gives no later than seven days before such final date a notice specifying the amount to be withheld and the grounds for withholding payment.

**5.6** All fees are exclusive of Value Added Tax, the amount of which shall be at the rate and in the manner prescribed by law and shall be paid by the Client to the Consultant.

## 6. Additional payment

**6.1** If the Consultant has to carry out additional work and/or suffers delay or disruption in the performance of the Services for reasons beyond the control of the Consultant, the Client shall make an additional payment to the Consultant in respect of the additional work carried out and the additional resources employed and/or the delay or disruption suffered. The additional payment shall be calculated on a time basis at the hourly rates set out in the attached fee letter and shall be paid prior to the release of any reports/completed Services. The Consultant shall where practicable and if so requested by the Client give an initial estimate of the additional payment likely to be incurred.

**6.2** If the design/specification changes during the assessment, the Consultant may request additional fees be provided to cover any time already spent. The fee is to be set by the Consultant but should be based upon the hours worked to date and the original fee quoted.

**6.3** Site visits will always incur additional fees (unless previously agreed otherwise in writing), and where required or requested, the Consultant reserves the right to charge what they believe is an appropriate amount, with the fee to be agreed with the Client prior to the site visit taking place.

**6.4** The Consultant will not be expected to pay for third-party works (e.g. site visits from other contractors/surveyors; U-Value calculations; design team meetings; change of designs, etc.), unless this has been agreed separately and in writing. These fees will be paid by the Client.

## 7. Insurance

**7.1** The Consultant shall maintain professional indemnity insurance sufficient to cover the Consultant's liabilities hereafter for any one occurrence or series of occurrences arising out of the Agreement (other than for claims arising out of pollution or contamination which will be in aggregate) and for the period of six years after completion of the Services, provided always that such insurance is available at commercially reasonable rates.

## 8. Copyright, licence and publicity and Confidentiality

**8.1** The copyright in all drawings, reports, specification, bills of quantities, calculations and other documents provided by the Consultant in connection with the Works shall remain vested in the Consultant, but the Client shall have a licence to use all completed documents issued to the Client, other consultant or consultants or contractors for the purpose of the design, construction and completion, maintenance and repair of the Works. In the event of the Client being in default with regards to payment of any Fees or other amounts due to the Consultant under this Agreement, the Consultant may revoke the licence herein granted on seven days' written notice to the Client.

**8.2** The Consultant shall not be liable for the use by any person of any documents for any purpose other than that for which the same were prepared on behalf of the Client.

**8.3** The Consultant shall not without the written permission of the Client publish alone or in conjunction with any other person any article, photograph or other illustration relating to the Works.

**8.4** Client information will not be shared with a third party unless required in the undertaking of the service, as required by accreditation bodies, registration schemes or at the specific request of the Client or where required by Law.

## 9. Termination

**9.1** In the event of a material breach of this Agreement by either party or in the event of the Insolvency of one of the parties the party who is not in breach or not insolvent may terminate the Agreement upon not less than two weeks' written notice to the other party.

**9.2** Upon such termination the Client shall pay to the Consultant all monies accrued due to the Consultant up to the days of such termination following submission of the Consultant's invoice therefore and the provision of paragraph (5.) of the Agreement shall then apply to such payment.

**9.3** Termination of the consultant's appointment under this Agreement shall not prejudice or affect the accrued rights or claims of either party.

## 10. Assignment

**10.1** Neither party may assign or transfer any benefit or obligation under this Agreement without the prior written consent of the other party.

## 11. Additional Services

**11.1** Where the Consultant has been appointed to carry out additional services performed by Survey 7 Ltd., the Terms & Conditions of those services should be reviewed by the Client as they will also come into effect and be of equal standing as these Terms & Conditions.

**11.2** The fees for any additional services are independent from this service and form a separate contract, unless agreed prior to the works starting and in writing.

**11.3** Where works have already commenced, major design variations, such as architectural redesign or reconfiguration of general arrangement plans will attract additional fees. The Consultant will make the Client aware of any additional fees for client acceptance prior to completion of further works.

**11.4** U-Value Calculations are created by the Consultant for the sole purpose to identify what U-Value figure will be achieved. The design of which is often provided by the Client or their representatives, it is for them to ensure they follow the manufacturers requirements when building the specific element, and to notify the Consultant to provide an updated design where this differs from the Consultants' original U-Value Calculation. The Consultant holds the right to charge a fee for creating/sharing U-Value Calculations.

**11.5** U-Value Calculations created by the Consultant are for the sole purpose of assessing the thermal performance of an element. They are not created to ensure structural stability, which is the Clients' responsibility to ascertain by speaking to manufacturer's and Structural Engineers. They are not created to ensure damp protection. It is not for the Consultant to carry out a Condensation Risk

Analysis, it is however the responsibility of the Client to check this with the product manufacturer and their building control body. It is not for the Consultant (who is not a builder/engineer/design team member) to ascertain the correct use of items and materials.

## 12. Rights of the Client to cancel the Contract

12.1 The Client has the right to withdraw from the Contract at any point. Formal notice of withdrawal must be made in writing to the Consultant. The Consultant 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.

## 13. Data Protection

**13.1** The Consultant will hold personal information in accordance with the Data Protection Act [1998] and this information will not be used for any purpose other than for the agreed Works.