

## 1. DEFINITION

In these Terms and Conditions, the following words shall have the following meanings:

1. We” “Us” and “Our” are references to W4-EPC.
2. “EPC Assessor” means an accredited EPC Assessor registered to W4-EPC’s network of Assessors.
3. “Client”, “You” and “Your” are references to the individual, company, partnership or organisation issuing the instruction to use our services.
4. “Consumer” means consumer as defined in the Consumer Protection (Distance Selling) Regulations 2000.
5. “The Property” means the premises, being a building as defined under the national legislation as having a requirement for an Energy Performance Certificate (EPC).
6. “Inspection / Assessment” means the study of those aspects of the property which contribute to the creation of an EPC carried out by the EPC Assessor.
7. “Instruction” means the agreement to require a W4-EPC registered EPC Assessor to carry out an Inspection under these terms and conditions.
8. “EPC” means the official document produced by computer software and as determined from time to time by UK government decree.
9. “Floor plan” means a drawing, showing a view from above, of the relationships between rooms, spaces and other physical features at one level of a structure.
10. “Fee” means the amount in pound sterling agreed to be paid by the Client to W4-EPC. This Fee is determined in advance of the initiation of an Inspection. If the price is exclusive of VAT, this shall be clearly indicated in our literature and you will be additionally liable for the same (and for any other applicable taxes). We reserve the right at any time without notice to increase our prices.
11. “Information” means any information supplied by you to us in connection with the provision of the services, including any information supplied by you on any order forms.
12. “Literature” means our brochures, price lists and advertisements including the content of the website.
13. “Services” means the supply of services by the EPC Assessor to you (excluding any third party services), including but not limited to reports and photographs and other services from time-to-time and includes our instructions to third party suppliers on your behalf.
14. “Website” means our website located at: [www.w4-epc.co.uk](http://www.w4-epc.co.uk)

## 2. REGISTRATION AND AGREEMENT

1. Any services we provide will be on these conditions as may vary from time-to- time to the exclusion of all other Terms and Conditions.
2. By submitting an order to us, you shall be deemed to have accepted these Terms and Conditions. Your continued use of the services shall amount to your acceptance of any variations to these Terms and Conditions.
3. The Agreement between us (which includes these Terms and Conditions) shall come into existence when we accept your order in writing, by e-mail, via the website or other means, including the provision of the services.
4. As an energy performance certificate is a fundamental tool in helping the Government to calculate the UK’s carbon emissions, the report contains recommendations of how the property can be made more energy efficient. By accepting our Terms and Conditions, you agree to us passing information to third parties who can offer services in relation to these recommendations.

## 3. PAYMENT

1. Payment is due from you on submission of your order for the service of our EPC Assessors and if we do not receive payment from you on order, we reserve the right to cancel your order and terminate our services forthwith.
2. We do not send payment receipts or booking confirmations by post. Payment confirmation will be sent to the email address you provided.
3. The method of payment will be as agreed between us.
4. Following receipt of payment, the allocated EPC Assessor will confirm acceptance of the booking to the Client via telephone to the contact number provided.
5. If your Instruction is made under false pretence an additional fee may be due and the EPC will not be issued until we receive receipt of said additional fee.

## 4. CANCELLATION

1. The client can reschedule the Inspection up to 24 hours prior to the existing Inspection appointment without incurring any cancellation fee.
2. If an Inspection booking is cancelled or rescheduled within 24 hours of the scheduled appointment time, a £20 handling fee may be charged.
3. You will not be refunded if there are circumstances that prevent you from attending the appointment, unless a request is made from you to reschedule the survey, given the notice requirements stated above.

4. All clients must be available on the contact number(s) provided on the instruction at the time of the appointment scheduled.
5. If an Energy Assessor cancels an appointment, W4-EPC will book the next available assessor who will make contact with you to confirm the appointment details and agree a new time or day if required.

#### **5. CHANGES TO SERVICE**

1. We reserve the right to make any changes to the services described in our literature to confirm with any applicable statutory requirements or which we deem appropriate in our sole discretion.

#### **6. DELIVERY AND PERFORMANCE**

1. An Energy Assessor 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. W4-EPC confirms that their Registered Energy Assessors have the necessary qualifications, and current licenses to perform such Inspections, and that they will use their 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 confirms that the Energy Assessor has the right within the Property to take measurements; make diagrams; take photos; and make such notes, as the Energy Assessor in its sole discretion believes necessary for the Inspection. The Client agrees that such documents, photos, etc. are the sole property of W4-EPC, and the Client has no rights to them in any manner or form. Such documents are made by the Energy Assessor as required by the UK legislation in force from time to time, and the Energy Assessor is required by law to retain such documents. At the conclusion of a time period set by UK law, the Energy Assessor and W4-EPC confirms that they will safely and securely dispose of and destroy all such documents, and will not communicate anything therein to any third party who does not have a legal right to them.
4. The Energy Assessor will exercise all reasonable care regarding safety, practicality and the constraints of being a visitor to the property, which may be occupied.
5. The Energy Assessor may inspect the loft via an inspection hatch or other safe and practical access arrangement.
6. The Energy Assessor may inspect the common parts of a block of flats that adjoin the subject property.
7. The Energy Assessor will not attempt to enter parts of the property where access is not provided, such as sealed lofts and locked rooms.
8. The Energy Assessor will not express an opinion about or advise upon the condition of uninspected parts or issues not related to the energy performance of the property.
9. The Energy Assessor will not undertake any tests of the drains, heating, electrical or gas installations, domestic appliances or any other services.
10. The Energy Assessor will not arrange for any investigation to be carried out to determine whether or not any hazardous material has been used in the construction of the property. The Energy Assessor will be unable to report that the property is free from risk in this respect.
11. The Energy Assessor will not report or guarantee that the structure meets building regulations or the ground has sufficient load bearing strength to support the structure.
12. The Energy Assessor will not carry out a building survey, valuation survey, environmental, geographical or any other survey apart from the energy performance survey.
13. When prepared, and on satisfactory receipt of the Fee, W4- EPC will release the EPC to the Client, or the Agent, as required. The EPC will show a rating of the property's energy performance and carbon emission which will be marked on a standard scale. The Survey may show recommendations for energy performance improvement and reduction of running cost.

#### **7. ACCESS TO THE PROPERTY**

1. 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. The Assessor will not do an external survey or a drive-past survey.
2. You must ensure that access is provided to all parts of the house including the loft (if existing). Failure to do so may result in poor collection of information and subsequently poor energy rating.
3. 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.
4. In the event of abusive, threatening, or violent behaviour, or if the Energy Assessor is subjected to danger or risks posed by the property, animals or occupants, the Inspection will be terminated immediately.
5. Should any of the events in 7.3 or 7.4 occur then payment will be retained by W4-EPC.

## 8. **LIABILITY**

1. Although checks are made for each Registered Assessor to be a member of an accredited scheme authorised by HM Government, have Professional Indemnity Insurance and Third Party Risk insurance, W4-EPC will not be held liable for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation.
2. 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.
3. W4-EPC shall have no liability to you for any failure to deliver services you have ordered or any delay in doing so that is caused by any event or circumstance beyond our control including, breakdown of systems or network access, weather conditions, flood, fire, explosion or accident.
4. It is the Client's responsibility to confirm that the floor plan is a reasonably accurate representation of the property and W4-EPC shall not be responsible in the event that floor plans are not a reasonable representation of the property. All floor plans are intended to be used for marketing and layout purposes only and should not be used for valuations or structural alterations.
5. All warranties, Conditions and other Terms implied by statute or common law are, to the fullest extent permitted by law, excluded, including where permitted and implied warranties of fitness for a particular purpose.
6. We shall not be liable for:
7. Any consequential or indirect loss including, but not by way of limitation, loss of profit or loss of contract, loss of goodwill, reputation or otherwise, arising out of or in connection with the services or the Agreement;
8. Any damage or loss whatsoever caused by any virus, including damage to your computer equipment, software, data or other property resulting from your access to, use of or browsing of the website.

## 9. **INDEMNITY**

1. You agree to indemnify us and keep us indemnified from and hold us on demand and harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including, without limitation, consequential losses and losses of profit, and all interest penalties and legal and other professional costs and expenses) arising out of or in connection with;
2. Any breach by you of your obligations or these Terms and Conditions;
3. Any claim by a third party that the services infringe any rights of a third party or any applicable UK or international legislation or regulations.
4. Without prejudice to clause 9.2, you agree to pay all costs, damages, awards, fees and judgements finally awarded against us arising from such claims and you will provide us with notice of all claims or allegations, full authority to defend compromise or settle such claims and reasonable assistance necessary to defend such claims at your sole expense.

## 10. **INTELLECTUAL PROPERTY RIGHTS**

1. You acknowledge and agree that any and all copyright connected with the design and development of the website and the contributory software written by us or our suppliers belong to us or are licensed to us;
2. All trademarks, trade names and domain names which appear in the literature belong to us, or to the relevant third party suppliers.

## 11. **BREACH OF TERMS AND CONDITIONS**

1. If we suspect that you are in breach of the Terms and Conditions or, if we become aware of any allegation or claim that you may be in breach of these Terms and Conditions, we may in our sole discretion, without notice to you or liability, penalty or obligation on our part, suspend, interrupt or terminate the performance of the services.

## 12. **COMPLAINTS AND NOTICES**

1. A complaint under or in connection with the service provided by a Registered Assessor instructed via [www.w4-epc.co.uk](http://www.w4-epc.co.uk) should be sent to us via our Contact link in our website. We will aim to respond to any complaint within 5 working days

## 13. **PRIVACY**

1. When you place an order with W4-EPC we will record your name, postal address, email address, telephone number(s). We gather this information to allow us to process any orders you have made. The relevant information is then used by us and our energy assessors to communicate with you on any matter relating to the progress of any order and the provision of the service in general. We may also use information and statistics for the purposes of monitoring usage of the service in order to help us develop the website and our services. These statistics will not include information that can be used to identify any individual.

## 14. **REVISIONS**

1. This agreement may be revised at any time, without notice, by displaying the revised agreement on the Website.

15. **GENERAL**

1. You shall not be entitled to assign the Agreement or any part of it without our prior written consent.
2. We may assign the Agreement or any part of it to any person, firm or company.
3. Your order and these Terms and Conditions constitute the entire Agreement and understanding of the parties and supersede any previous Agreement between the parties. No oral explanation or oral information given by any party shall alter the interpretation of these Terms and Conditions.
4. The Agreement shall be governed by, and construed in accordance with, English Law and shall be subject to the non-exclusive jurisdiction of the English courts.