

TERMS AND CONDITIONS OF ENGAGEMENT:

Energy Performance Certificate (EPC)

Definitions:

- “The Company”, relates to Circular Ventures Ltd trading as EPiC Solutions.
- “The Client”, relates to the person(s) that are responsible (generally, the owners) for the property being assessed by the Energy Assessor.

The Process

- The Company will initially arrange an appointment with the Client. The Client has the opportunity to re-arrange with the Company via email, phone or letter, if the timing is inconvenient, giving at least 24 hours notice.
- The assessment will take place at the allotted time, unless there are unforeseen circumstances, see section marked ‘Delays’.
- All survey work will be conducted by the Company. The Company's employees are all accredited and certified via Government licensed agencies, for example the ECMK scheme, and will conduct the Company's business in accordance with the scheme's code of practice.
- The Assessment process will entail:
 - Property measurements
 - Access to the loft; items stored therein will not be moved
 - Access to all rooms
 - Access to utility meters
 - Access to all energy appliances (boiler, fires, cylinders etc) and their controls
 - Communications with the Client (or delegated ‘responsible adult’) on site regarding the property age, heating details, glazing, installation, build and extension dates.
 - Sight of any heating, glazing or building guarantees/warranties.
- Unless stated otherwise, the inspection will be visual only of the surface area of the accessible part(s) of the structure specified. Parts of the structure which are not readily accessible owing to height or other obstruction, may need builders to raise ladders, or construct access, or additional equipment, except where the contrary is stated, this will NOT be included in the fee quoted. However, the Domestic Energy Assessor will seek the Client's approval if the necessity arises.
- Except where the contrary is stated, parts of the structure which are covered, unexposed, or inaccessible will not be inspected and will not be included within the report.
- The report will not purport to express an opinion about, or advise upon the energy efficiency of uninspected parts and should not be taken as making any implied representation or statement about such parts.
- The Company will advise the Client in report form, an EPC (Energy Performance Certificate), as to the assessment of the energy efficiency for the given property and any improvements that may be made to improve the property's energy efficiency. The Services shall produce an Energy Performance Certificate & including a Recommendation Report (“EPC”).
- The EPC will be provided within 10 working days, although the Assessor will always attempt to achieve a shorter turn-around time.
- The Company and the Assessor will provide support to the Client where there is a desire to discuss the findings and suggestions given within the EPC.
- The report is provided for the sole use of the named Clients and, where the Domestic Energy Assessor is advised, for the sale/letting of the property and is confidential to the Client and their professional advisers.
- The Domestic Energy Assessor accepts reasonable responsibility to the Client alone for the stated purposes that the report is used. The report will be prepared with the skill, care and diligence reasonably to be expected of a competent Domestic Energy Assessor, but accepts no responsibility whatsoever to any person other than the Client him/herself. Any such person or body relies upon the Report at their own risk.
- The Client will pay the Company the agreed fee for the report and any expressly agreed disbursements.

Working Facilities

As a caring and concerned company, the Company expects the Assessor to have a safe environment in which to work. Should the Client fail to provide the following, it may result in termination of the inspection based upon Health and Safety grounds:

1. A responsible adult will be present throughout the assessment inspection.
2. Unimpeded access for the Domestic Energy Assessor during the time of the appointment, for example, access to the loft area, meters and all around the external property perimeter.
3. All children present will be supervised – to avoid any health and safety risks when performing the inspection.
4. All pets will be strictly supervised and removed from the areas to be inspected.
5. An “abuse free” environment (either verbal or physical). Abuse will meet with zero tolerance by the Company and result in an immediate termination and potential legal action.

What does the EPC Assessment not provide?

- A structural survey, condition report or property valuation.
- Professional services other than related to the provision of an EPC. Any such additional services will be dealt with by a separate contract.
- Where energy saving costs are given, they are for guidance purposes only and should not be construed to be quotation nor estimate and should be substantiated by proper competitive quotations or estimates.

Exclusions

The Company does not undertake assessments that fall outside the methodology of RdSAP (Reduced Data Standard Assessment Procedure). This means that certain properties are excluded from being assessed by the Company. Scope examples are shown below:

- Multi residential – such as nursing homes
- Brand new ‘off-plan’ property
- Solely Commercial

Re-arrangement of appointments due to termination of appointment

Should it be necessary to terminate a visit and re-arrange an appointment, owing to Health & Safety reasons – and the Client not having met the aforementioned working conditions, a re-arranged visit will incur an additional fee of £40 to cover costs and time.

Delays

If the appointment is cancelled by the Client on the day of the appointment for whatever reason, £40 will be payable to the Company.

Where a date or time has been agreed for the Assessment, the Company shall be entitled to a reasonable extension of that period due to causes beyond their control or due to other responsibilities. However, should there be a need to delay, the Company is responsible to advise the Client of such changes as soon as they occur.

Re-inspection

Should the Client, for any reason, request the Company to re-inspect the property, a fee for such re-inspection may be charged by the Company. Such fee will be refundable to the Client in the event of the Company being proved to have been negligent in their original findings.

Liability and Damage

Whilst every reasonable care will be taken by the Domestic Energy Assessor, they will not be liable for any damage caused during their assessment inspection caused by unavoidable occurrences. Therefore, for example, it may be advisable for the Client to have dust sheets in areas where egress may create dust or dirt and remove breakable items.

The Client is protected via the Company’s Professional Indemnity Insurance and Public Liability Insurance.

Nothing in these Terms restrict or exclude our liability to you for death or personal injury caused by our negligence. Subject to the details of the complete Terms, we shall not be liable for any loss, damage, costs, claims or expenses whatsoever arising from:

- The acts, errors or omissions of third parties
- The accuracy or completeness of the website or content
- Your own use of the website and content otherwise than in accordance with these Terms

Value Added Tax

At present, Value Added Tax is not applicable to our pricing structure.

If or when VAT becomes applicable this will be notified on our 'Prices' website page. At that point, unless otherwise stated, prices and rates shown in documents issued by the Company will be exclusive of Value Added Tax which will, where applicable, be added to such prices and rates at the rate prevailing and be paid by the Client.

Prices, Fees, Terms of Payment

The prices quoted on the Website relate to standard residential/domestic energy assessment work. The prices do not include any additional work that may be required. The Clients appointed Solicitors, Surveyor or Estate Agent will inform the Client of any additional charges or fees outside the scope of the EPC assessment.

Where a property is significantly different from that described by the Client, then the Company reserves the right to amend the cost and invoice accordingly.

Prices do not apply to 'buy to let', 'new builds', 'right to buy' and assumes you are a UK resident purchasing a property within England or Wales.

All sums due to the Company are net unless otherwise stated. All accounts are to be paid within one month of their original date and if the Client shall not do so, the Company reserves the right to charge interest on all overdue accounts at 3% per calendar month over the base rate of the Bank of England. The EPC will not be released until the account has been paid.

Confidentiality

Your personal information is held safely and confidentially by the Company. Full details of Confidentiality and Privacy are contained within our Privacy Policy document.

Disputes and Right to Appeal

The Client has the right to dispute any findings and can be discussed between The Company and the Client.

Should the Client wish to pursue the dispute beyond this discussion, the next step is to seek redress by contacting ECMK – the Government accreditation body.