

TERMS AND CONDITIONS OF ENGAGEMENT:

Retrofit Assessment

Definitions:

- “The Company”: Relates to Epic Solutions, a trading name of Circular Ventures Ltd.
- “The Client”: Relates to the person(s) responsible (generally, the owners) for the property being assessed by the Retrofit Assessor.

The Process

- Appointment Arrangement: 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 48 hours' notice.
- Assessment Timing: The assessment will take place at the allotted time unless there are unforeseen circumstances (see section marked ‘Delays’).
- Survey Work: All survey work will be conducted by the Company. The Company's employees are all accredited and certified via Government licensed agencies and will conduct the Company's business in accordance with the relevant code of practice.
- Assessment Process: The assessment process will entail:
 - Access to the exterior condition of the property from all elevations
 - 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, insulation, build, and extension dates as well as occupancy details.
 - Sight of any heating, glazing, or building guarantees/warranties
 - Site of any certificates for renewable technology installation
- Inspection Limitations: 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 obstructions may need builders to raise ladders, construct access, or provide additional equipment. Except where the contrary is stated, this will NOT be included in the fee quoted. However, the Retrofit Assessor will seek the Client's approval if the necessity arises.
- Uninspected Parts: 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.
- Report Limitations: The report will not purport to express an opinion about, or advise upon, the retrofit potential of uninspected parts and should not be taken as making any implied representation or statement about such parts.
- Retrofit Assessment Report: The Company will advise the Client in report form, as to the assessment of the retrofit potential for the given property and

any improvements that may be made to improve the property's energy efficiency and performance. The Services shall produce a Retrofit Assessment Report.

- Report Turnaround: The report will be provided within 10 working days, although the Assessor will always attempt to achieve a shorter turnaround time.
- Support: 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 Retrofit Assessment Report.
- Confidentiality: The report is provided for the sole use of the named Clients and is confidential to the Client and their professional advisers.
- Responsibility: The Retrofit 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 Retrofit Assessor, but accepts no responsibility whatsoever to any person other than the Client themselves. Any such person or body relies upon the Report at their own risk.
- Payment: 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. Responsible Adult: A responsible adult will be present throughout the assessment inspection.
2. Unimpeded Access: Unimpeded access for the Retrofit Assessor during the time of the appointment, for example, access to the loft area, meters, and all around the external property perimeter.
3. Child Supervision: All children present will be supervised – to avoid any health and safety risks when performing the inspection.
4. Pet Supervision: All pets will be strictly supervised and removed from the areas to be inspected.
5. Abuse-Free Environment: 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.

Conflicts of Interest

The Company will not undertake any assessment that constitutes a conflict of interest – for example, properties that are owned by employed members of the Company, or where a financial inducement has been offered.

What the Retrofit Assessment Does Not Provide

- A structural survey or property valuation.
- Professional services other than those related to the provision of a Retrofit Assessment. 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 as a 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. Examples include:

- Multi-residential properties, such as nursing homes
- Brand new 'off-plan' properties
- Solely commercial properties

Re-arrangement of Appointments Due to Termination

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 £100 to cover costs and time.

Delays

If the appointment is cancelled by the Client on the day of the appointment for whatever reason, £100 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 for advising 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 Retrofit 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 to remove breakable items.

The Client is protected via the Company's Professional Indemnity Insurance and Public Liability Insurance. Nothing in these Terms restricts or excludes 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 prevailing rate and be paid by the Client.

Prices, Fees, and Terms of Payment

The prices quoted on the website relate to standard residential/domestic retrofit assessment work. The prices do not include any additional work that may be required. The Client's appointed Retrofit Co-ordinator, Project Manager, Solicitors, Surveyor, or Estate Agent will inform the Client of any additional charges or fees outside the scope of the retrofit assessment.

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

Prices assume you are a UK resident residing in a property within England.

All sums due to the Company are net unless otherwise stated. All accounts are to be paid within 10 working days 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 retrofit assessment report 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 discuss these 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 the relevant Government accreditation body.