

TERMS OF SERVICE

Kent and Sussex Energy Assessors (THE COMPANY) is a provider of Home Information Packs (HIPs) or individual components such as ENERGY PERFORMANCE CERTIFICATES, and Floorplans.

1 Services and Deliverables to be Supplied

1.1 THE COMPANY will supply the client with agreed services and deliverables in accordance with and complying to HIP legislation 2007 in respect of the property named in the invoice.

1.2 THE COMPANY will liaise with the client to arrange access to the property within 24 hours of instruction and the EPC will be made available within 48 hours of access to the property. This timetable will be a good faith estimate of the period required to perform the Services and deliver the Deliverables, and THE COMPANY will work diligently to perform the Services in accordance with that timetable.

1.3 The method of delivery of the HIP will be via pdf document, and will normally be via e-mail unless a hard copy has been specifically requested and paid for.

2 Charges & Payment

2.1 Charges - The Charges payable will be as quoted verbally or in writing via email. The Charges are inclusive of any Value Added Tax which is payable in connection with the Services & Deliverables.

2.2 Invoicing & Payment Terms

a. Payment is required on presentation of invoices and in advance of provision of services, unless by prior arrangement. The COMPANY will not provide confirmation that the HIP has been ordered until payment has been received.

3 Cancellation & Termination

3.1 Cancellation by the client

a. Where the client cancels all or any of the agreed services after the arrival of a representative of THE COMPANY at the property to perform the services, a cancellation fee equating to 50% of the total Charges payable for those services will be payable by the client.

b. In addition to these cancellation charges, any expenses and third party costs that are payable by THE COMPANY in connection with the Services will be due.

c. If the client requests that all or part of the services be postponed to a date commencing more than one month after the initial start date for provision of the Services or on an indefinite basis, this will be treated as a cancellation and the provisions of this Clause will apply.

3.2 Cancellation by THE COMPANY

Where THE COMPANY terminates the services under Clause 4.3 or 4.4 a fee equating to 50% of the total Charges payable for those services will be payable by The HIP client.

3.3 THE COMPANY may terminate the services involving the preparation of a HIP if in the course of preparing the HIP it becomes aware that there is a conflict of interest or that the property does not require a HIP. Under these circumstance there is no fee due.

4 Client Obligations

4.1 The client will co-operate fully with THE COMPANY in relation to the services by providing all such information as is reasonably required to enable THE COMPANY to meet its obligations under this Agreement. This includes access to all areas of the property and relevant documentation.

4.3 The client will ensure that the property is free from any foreseeable health and safety concerns and the appropriate action is taken to minimise the risk to the assessor. This may include, but is not limited to building works, hazardous materials, threatening or inappropriate behavior and animals.

5 Data Protection

5.1 Each party will ensure that it will, at all times during the Contract Period, comply with all the provisions and obligations imposed upon it by the Data Protection Act 1998.

5.3 Any Personal Data that THE COMPANY receives about the client, or from the client, will only be used for the purpose of providing the agreed services.

6 Confidentiality

6.1 Neither party, nor its Personnel or advisers, will use, nor disclose to any third party (other than for the purposes of performing this Agreement), any Confidential Information or Personal Data. The parties agree that any Confidential Information obtained from, or relating to, the disclosing party will be the property of the disclosing party.

7 Complaints Procedure

7.1 THE COMPANY will endeavour to provide a high level of service at all times. In the event of any complaint, the parties agree that they will work together in good faith to resolve any disputes arising under this Agreement.

7.2 THE COMPANY has a written complaints procedure and will provide a copy on request.

7.3 Force Majeure – Except for any payment obligation, neither party will be liable for a delay or failure to perform, obligations if that delay or failure is caused by circumstances beyond the reasonable control of that party including, but not limited to: refusal or revocation of license, viruses in software, industrial dispute, impossibility of obtaining materials or labour, or failure of any supplier or carrier to deliver or perform.

7.4 Governing Law - The laws of England will govern this Agreement and the parties submit to the exclusive jurisdiction of the English courts.

7.5 Invalidity and Severability - If a court or administrative organisation with competent jurisdiction decides that a provision in this Agreement is not valid this will not affect the rest of this Agreement. The parties will try to agree on a suitable provision to replace the one that is invalid. The new provision should, as far as possible, achieve the same economic, legal and commercial aims as the invalid one.

8. Third Party Reports

Whilst we shall use all reasonable endeavours to obtain any required Third Party Reports such as searches for you from suitably qualified and insured parties whom we reasonably believe to have the relevant degree of expertise and appropriate professional standing, you acknowledge that we are not liable for the contents of any Third Party Reports and/or any delay, errors or omissions by any third party providing such Third Party Reports.