

Terms & Conditions of Sale

These are the terms and conditions for our supply of Energy Performance Reports. By ordering an "Energy Performance Report" you agree to be bound by these terms and conditions. Your statutory rights are not affected.

1. Definitions

- 1.1. In this Agreement the following words and expressions shall have the following meanings:
- 1.2. "The Company" means the Company operating this service whose name is given on the "Contact" page of this website
- 1.3. "Energy Performance Report" means a report provided by a suitably qualified and accredited assessor relating to the energy performance of a building. These reports include but are not limited to Energy Performance Certificate (EPC), Display Energy Certificate (DEC)s and Air Conditioning Reports.
- 1.4. "Documentation" means the documentation made available from time to time by The Company pursuant to this Agreement.
- 1.5. "Customer" means a person that contracts to have an Energy Performance report carried on a building owned or controlled by them.
- 1.6. "User" means any person or organisation including Customers that uses the Service to obtain and administer the inspection and compilation of an Energy Performance report on behalf of a Customer.
- 1.7. "Assessor" means an individual qualified to carry out inspections to determine the energy performance of a property that is registered with the relevant Government body responsible for legislation governing the type of report required.
- 1.8. "User Name" means the unique name selected by the user to log on to the Web Service.
- 1.9. "Password" means the password selected by the user to verify the user's identity prior to being given access to the Web Service.
- 1.10. "Web Service" means the website, software and data which enable the user to access or use the Service; including any updates to this issued from time to time by The Company.

2. General

- 2.1. The headings contained in this Agreement are for convenience of reference only and shall not affect its interpretation. References to "person" includes an individual, company, firm, partnership, government body, or other legal entity. Words indicating the singular shall include the plural and vice versa. Words indicating a gender shall include each gender. The words and phrases "including" and "in particular" shall be without limitation to the generality of any preceding words and any preceding words shall not be construed as being limited to a particular class where a wider interpretation of those words and phrases is possible.
- 2.2. References to any statute or statutory provision shall include (i) any subordinate legislation made under it, and (ii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification)

3. Price and Payment

- 3.1. The prices calculated and offered to Customers are based on the information provided by the customer.
- 3.2. In the event that a customer has provided incorrect or misleading information, whether knowingly or not, The Company reserves the right to either:
 - 3.2.1. Cancel the contract and return the payment less any reasonable costs incurred or
 - 3.2.2. To recalculate the price based on the correct information.
- 3.3. Payments for Services by Customers shall be made by credit or debit card and shall be subject to credit confirmation prior to acceptance by The Company. Payments may be made on an "On Account" basis at the sole discretion of The Company. Any "On Account" payment provisions are subject to their own terms and conditions that are made available on provision of the service.
- 3.4. All sums payable by customers hereunder are expressed inclusive of VAT and any other applicable tax and duty payable upon such sums which shall be included if appropriate at the rate prevailing at the relevant tax point.

4. Delivery

- 4.1. All Energy Performance Reports will be considered as "Delivered" when:
 - 4.1.1. where appropriate, the report has been lodged with the correct Government department.
 - 4.1.2. the Customer has been informed by email or SMS message that the report is available for collection by logging into the Web Service and downloading the report.
 - 4.1.3. the details of the report have been recorded in the system to enable Customers to be reminded when the report expires and to provide quotations to renew any report.

5. Cancellation

- 5.1. By the Customer.
 - 5.1.1. Customers can cancel orders for Energy Performance reports and receive full refunds prior to an Assessor attending a confirmed appointment at the Customer's premises to carry out an inspection prior to compiling the report.
 - 5.1.2. Cancellations after this time will incur reasonable costs that will be deducted prior to any monies being refunded.
- 5.2. By The Company

- 5.2.1. The Company may cancel an order at any time if it can be proved that a Customer provided incorrect information to obtain a cheaper price for an Energy Performance report and the Customer refuses to pay the true price calculated using accurate information.

6. Title

- 6.1. Title to any Energy Performance Report does not pass until payment is made in full by the Customer.

7. Customer Obligations

- 7.1. The Customer is obliged to:
 - 7.1.1. Provide an accurate description of any building or part of a building for which they require an Energy Performance Report.
 - 7.1.2. Give the assessor assigned to carry out the work access to all areas of the building being reported, to enable the assessor to gather the information required to complete the Energy Performance Report.
 - 7.1.3. Provide the assessor assigned with any documentation required to complete the Energy Performance Report.

8. Password Security

- 8.1. Users shall maintain the confidentiality and security of their Passwords and any account details used by them. Users shall notify The Company immediately if it believes that the account details or Passwords have been, or are reasonably likely to be, used in any unauthorised way.
- 8.2. If there has been unauthorised use of the User's account which is brought to The Company's attention, or if the User has forgotten the Password, then The Company may issue a new Password to enable continued use of the Service.
- 8.3. Users agree that they are liable and responsible for all transactions undertaken using their account details and Password. With regard to any unauthorised transactions, these must be promptly reported to The Company, and except to the extent that such transactions have occurred due to the wrongful acts of The Company, the Users accepts full responsibility and liability for such transactions.).

9. Warranty

- 9.1. The Company warrants that it will use reasonable endeavors to:
 - 9.1.1. provide a professional service conforming to generally accepted industry standards.
- 9.2. The Company warrants that any software, service or documentation forming part of the Web Service will not infringe any third party's intellectual property rights.

10. Liability

- 10.1. The Company shall not have any liability to the Customer for any loss of profit, loss of opportunity, loss of business or any other indirect or consequential loss arising from the provision of an Energy Performance Report.
- 10.2. Nothing in these Terms and Conditions shall limit or exclude The Company's liability for: death; personal injury; fraud; fraudulent misrepresentation; and any liability which may not be lawfully limited or excluded.

11. Force Majeure

- 11.1. If The Company is prevented from complying with its obligations due to any event beyond its reasonable control, it shall not be in breach of these Terms and Conditions or otherwise liable to Customers by reason of any delay in performance or non-performance of any of its obligations due to such events.

12. Variation

- 12.1. No variation of this Agreement shall be valid unless it is in writing (not including email) and signed by or on behalf of duly authorised representatives of each of the parties.

13. Waiver

- 13.1. Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.
- 13.2. No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of any such right or remedy.
- 13.3. A waiver (which may be given subject to conditions) of any right or remedy provided under this Agreement or by law shall only be effective if it is in writing and shall apply only for the specific circumstances for which it is given. It shall not prevent the party who has given the waiver from subsequently relying on the right or remedy in other circumstances.
- 13.4. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

14. Severance

- 14.1. If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable:
- 14.2. that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected; and
- 14.3. the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

15. Law and Jurisdiction

- 15.1. These Terms and Conditions and any dispute or claim arising in connection with them shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.