

Efficient Homes Ltd Terms And Conditions

These are the terms and conditions for our supply of any commissioned energy performance related report for both commercial and domestic properties these reports include but are not limited to Energy Performance Certificate (EPC) both domestic and non domestic, Display Energy Certificate(DEC). 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. “Data Response” means the data response generated by a Web Service Query.
 - 1.3. "Database" means a database made available to the user by Efficient Homes ltd.
 - 1.4. "Documentation" means the documentation made available from time to time by Efficient Homes ltd 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 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 Website.
 - 1.9. "Password" means the password selected by the user to verify the user’s identity prior to being given access to the Website.
 - 1.10. “Website” means www.epcquoter.co.uk
 - 1.11. "EPC Quoter" means the website, software and data (including without limitation the relevant Databases) which enable the user to access or use the Service; including any updates to this issued from time to time by Efficient Homes Ltd.
 - 1.12. “RRN” means the unique 20 digit number used to identify an Energy Performance report.
 - 1.13. “XML Files” means the output files from any software system producing energy performance certificates, display energy certificates, advisory and recommendation reports.
2. 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.
 3. 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).
 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. All prices submitted in fee scales by assessors are exclusive of VAT.
 5. Assurances

- 5.1. Efficient Homes Ltd agrees that:
 - 5.1.1. it has agreements in place with its assessors, which state that it has the right to provide quotations on behalf of the assessors which the assessors are obliged to honor.
 - 5.1.2. it will use reasonable endeavors to:
 - 5.1.2.1. ensure that the Website is free of viruses;
 - 5.1.2.2. provide regular updates to the Database accessed by the Service.
 - 5.2. Efficient Homes Ltd warrants that any software, service or documentation will not infringe any third party's intellectual property rights.
 - 5.3. To the extent permitted by law, and except as expressly set out in these Terms and Conditions, Efficient Homes Ltd excludes all other assurances (including without limitation warranties and conditions) with respect to the Service, including without limitation any assurances relating to satisfactory quality or fitness for any particular purpose.
6. Price and Payment
 - 6.1. Payments by Customers
 - 6.1.1. The prices calculated and offered to Customers for the Service are provided by the Assessors and are based on the information provided by the customer.
 - 6.1.2. In the event that a customer has provided incorrect or misleading information to secure a lower price a service, Efficient Homes Ltd reserves the right to either:
 - 6.1.2.1. Cancel the contract and return the payment less any reasonable costs incurred by Efficient Homes Ltd and the Assessor or
 - 6.1.2.2. To recalculate the price based on the correct information.
 - 6.1.3. Payments for Services by Customers shall be made by credit or debit card and shall be subject to credit confirmation prior to acceptance by Efficient Homes Ltd of the Customer's order. The Customer's payment will be refundable until such times as the report they have ordered has been lodged with the correct Government authority. All payments are due in accordance with the provisions contained on the Website.
 - 6.2. Payments to Suppliers
 - 6.2.1. Assessors will be paid the price calculated by EPC Quoter when the report they are contracted to provide has been lodged with the relevant Government authority and Report Reference Number RRN, or XML file has been entered into the EPC Quoter database and uploaded to the server. Any data derived from any files uploaded becomes the property of Efficient Homes Ltd.
 7. Delivery
 - 7.1. All Energy Performance reports must, within 10 working days from their order being accepted:
 - 7.1.1. be lodged with the correct Government department.
 - 7.1.2. be delivered to the Customer.
 - 7.1.3. have the RRN recorded in the system
 8. Cancellation
 - 8.1. Cancellation by the Customer.
 - 8.1.1. 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.
 - 8.1.2. Cancellations after this time will incur reasonable costs that will be deducted prior to any monies being refunded.
 - 8.2. Cancellation by the User.

- 8.2.1. Users have no right to cancel at any time.
 - 8.3. Cancellation by Assessors
 - 8.3.1. Assessors have no right to cancel any order for an Energy Performance report.
 - 8.4. Cancellation by Efficient Homes Ltd
 - 8.4.1. Efficient Homes Ltd 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.
 - 8.5. The basis of the use of the Service and the procedure for doing so varies according to the style of service chosen by the Licensee. The relevant details are shown on the Website.
 - 8.6. The Licensee confirms that all information which it provides in its registration and any additional information which it provides pursuant to this Agreement, will at the time it is provided (and will continue to) be accurate and complete. If the information becomes inaccurate, incomplete or misleading any time thereafter, the Licensee will promptly inform Efficient Homes ltd of this in writing, together with reasonable details in respect of this.
 - 8.7. The Service is provided solely for the Licensee's own use under the terms set out in this Agreement. The Licensee is explicitly prohibited from reselling or attempting to resell Data Responses, or marketing or otherwise distributing the Software Materials or Service without the explicit written permission of Efficient Homes Ltd.
 - 8.8. Efficient Homes ltd reserves the right to check the URL of the Licensee's website which is using the Service to determine that the Service is being used in accordance with this Agreement.
 - 8.9. Efficient Homes ltd reserves the right to vary the technical specifications of the Software and Service at any time, or change Account Codes, License Keys or Passwords, giving the Licensee as much notice as is reasonably possible.
 - 8.10. The Licensee agrees to provide: reasonable access to the premises, facilities and personnel of the Licensee; and reasonable information; to allow Efficient Homes ltd to verify that the Licensee is using the Software Materials and Service in accordance with the provisions of this Agreement.
 - 8.11. The Licensee agrees to promptly provide, such reasonable information as Efficient Homes ltd may request from time to time, in order that Efficient Homes ltd can comply with its obligations pursuant to the Third Party Licenses.
 - 8.12. The Licensee acknowledges that Efficient Homes ltd is under no obligation to provide any support in respect of the Software Materials or the Service. If Efficient Homes ltd provides any such support, it will be provided on a discretionary goodwill basis. Efficient Homes ltd reserves the right to charge for any support requests or refuse any support requests in its sole discretion. The Licensee also acknowledges that Efficient Homes ltd will not be liable for any support issues, unless Efficient Homes ltd enters into a separate written support contract with the Licensee on Efficient Homes Ltd's standard support agreement which is applicable at that time, and in such circumstances, Efficient Homes Ltd's liability will be as agreed between the parties in that separate support agreement.
9. Password Security
 - 9.1. Users shall maintain the confidentiality and security of their Passwords and any account details used by them. Users shall notify Efficient Homes ltd immediately if it believes that

the account details or Passwords have been, or are reasonably likely to be, used in any unauthorised way.

9.2. If there has been unauthorised use of the User's account which is brought to Efficient Homes' attention, or if the User has forgotten the Password, then Efficient Homes Ltd may issue a new Password to enable continued use of the Service.

9.3. 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 Efficient Homes Ltd, and except to the extent that such transactions have occurred due to the wrongful acts of Efficient Homes Ltd, the Users accepts full responsibility and liability for such transactions.

10. Liability

10.1. Nothing in these Terms and Conditions shall limit or exclude Efficient Homes Ltd'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 Efficient Homes Ltd 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. Law and Jurisdiction

12.1. 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.