

TERMS AND CONDITIONS FOR ACTIVE ENERGY ASSESSMENTS

1. Introduction

These are the terms and conditions that apply when you instruct Active Energy Assessments to complete an energy assessment for the purposes of an Energy Performance Certificate (hereafter abbreviated to EPC) for a Domestic or Non Domestic Property.

If you are unsure about any aspect of these terms and conditions, then please do not hesitate to seek clarification from Active Energy Assessments prior to instruction.

2. Active Energy Assessments

Active Energy Assessments are based at 39 Forest Road, Meols, Wirral, Merseyside, CH47 6AT. Telephone Number . 0151 632 2498 or Mobile Telephone Number - 07783 879881.

3. Services

Active Energy Assessments carry out energy assessments on Domestic or Non Domestic Properties and produce EPCs using the data collected following a property visit. The assessment visit will require access to all areas of the property and is a visual inspection only. It is not a requirement to access any equipment or appliances during the visit. The EPC produced will show recommendations, where appropriate. It should be noted that these recommendations do not mean that they are requirement to install / upgrade any areas.

It is the objective of Active Energy Assessments to provide an excellent customer service and produce the certificate within 48 -72 hours of the property visit.

4. Commissioning

Any person legally capable of entering into a binding contract and at least 18 years of age can commission an EPC. Upon receipt of property details by mail, e-mail, web site or phone, a quotation will be provided by mail, e-mail which will include the time and date of the energy assessment (which will be by mutual agreement) and the price for the EPC. The quotation will be valid for 30 days from date of issue.

5. Pricing Policy

The price of the EPC is based on information provided to us and as such relies on this being accurate. If this information is found to be inaccurate, then we reserve the right to amend the price accordingly.

Pricing Structure for Domestic Private Clients - All Prices quoted are VAT Free

| Property Description | Standard Property | With Purpose Built Extension(s) |
|----------------------|-------------------|---------------------------------|
| Up to 4 Bed | £65 | £75 |
| 5 Bed + | £80 | £90 |
| Flats + Maisonettes | £65 | |

Pricing Structure for Non Domestic Clients - All Prices quoted are VAT Free.

All prices are subject to an initial assessment and receipt of appropriate property details.

| Small Shop Unit | Shop area / store room/ toilet | £150-00 |
|-----------------------------|--------------------------------|---------|
| Retail Unit up to 2 Storeys | Up to 150 sq m | £200-00 |
| Retail Unit up to 3 Storeys | 150 - 200 sq m | £250-00 |
| Commercial Building / Unit | 200 - 350 sq m | £350-00 |
| Commercial Building / Unit | 350 – 500 sq m | £450-00 |
| Commercial Building / Unit | 500 – 750 sq m | £600-00 |
| Commercial Building / Unit | 750 – 1000 sq m | £800-00 |

Over 1000 square metres by negotiation

All fees quoted include travelling , lodgement fee of £25.00 and are VAT free.

6. Payment

Payment can be made by BACS, cash, cheque, debit/credit card or Pay Pal and will be payable within 30 days of completion of the assessment. Please note that private clients are required to pay in full, on the date of the assessment. Payments by debit/credit card payments will incur an extra charge.

7. Rights of Cancellation or Non Attendance at Appointment

You have a right to cancel an instruction at any time, for any reason, up to the agreed date of the energy assessment. Cancellation on the day or non attendance at appointment will incur a 50% (of fee paid) cancellation charge.

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8. Cancellation by Active Energy Assessments

We reserve the right to withdraw, for any reason, any quotation for an EPC at any time prior to the date of carrying out an assessment. We will do this in writing by mail, e-mail or phone and any monies received will be returned in full.

9. Completing the Assessment

Prior to attending the property you will receive a questionnaire along with a copy of these Terms and Conditions. Please ensure you complete the questionnaire fully and have it available on the day of assessment. To complete the assessment I will require access to all areas of the property, including the loft space. I will be noting, a number of measurements, heating systems and controls, hot water cylinder, utility meters, windows and doors, loft space and walls for insulation, age and construction along with internal and external photographs of the property. I will not be accessing any appliances or equipment installed at the property or noting any meter readings.

10. Assessor Code of Conduct

The assessor will in all aspects of the transaction follow the standards set out in the Code of Practice for the accreditation body detailed below. We will act with integrity and be transparent in all our dealings. We will advise all parties where a conflict of interest may occur and when in the opinion of the assessor, we feel pressurised by the party or other parties to act in an inappropriate manner. Active Energy Assessments confirm that all appropriate / legal insurance cover is maintained and current.

11. Disputes and Complaints

Should you have any cause for concern a full complaints procedure is in place to address all issues further supported by a complaints policy and procedure with the accreditation company. The complaints procedures can be found on the following websites.

www.active-epc.co.uk www.stroma.com

12. Our Liability

We are not liable for any use of the EPC or any information contained within the EPC by third parties once the certificate is lodged. We are not liable for any loss of income or revenue, loss of profits, loss of contracts, loss of data, loss of time or any consequential loss or damage of any kind whether caused by breach of contract, negligence or otherwise.

13. Force Majeure

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract caused by events outside our reasonable control.

14. Jurisdiction

These terms and conditions and any contracts for the purchase of EPCs from Active Energy Assessments will be covered by English Law.

15. Severability

If any of these terms and conditions or any of the provisions of a contract are deemed by any competent authority to be invalid, unlawful or unenforceable, such term, condition or provision will to that extent be severed from the remaining terms and conditions, which will continue to be valid to the fullest extent permitted by law.

***I hereby agree to the above terms and conditions with Active Energy Assessments.
I have completed the questionnaire to the best of our knowledge.***

Signed:

.....

Print Name:

.....

Date:

.....

Position:
(Please circle)

Owner
Tenant
Representative

Property Address:

.....
.....**Post Code**.....

Assessor Signature:

.....

Date: