


TERMS AND CONDITIONS OF ENGAGEMENT FOR A DOMESTIC ENERGY ASSESSMENT

PARTICULARS

The Client:

Clients Agents

a) _____


WILSON ENERGY ASSESSORS
18 Westway
Eastfield
Scarborough:
North Yorkshire
YO11 3ED:

b) _____

c) _____

The Property Address: _____

Details of any special instructions: _____

Likely inspection date: _____

Likely Certificate delivery date: _____

Number of Certificates to be provided: _____

Agreed Fee (inclusive of VAT): £ _____

Disbursements are included in the Agreed Fee (i.e. Certification and upload fees).

Payment Date: _____

Fee cheques made payable to: _____

Name of Assessor: _____

License Number of Assessor: _____

Signature(s) of Client(s) to confirm acceptance of Terms and Conditions of Engagement.

Print name: _____

PART 1: SPECIFIC TERMS.

a. DESCRIPTION OF THE PROPERTY TO BE INSPECTED.

b. ADDITIONAL SERVICES.

c. SPECIAL TERMS AGREED.

PART 2: GENERAL.

1. The Service.

The Domestic Energy Assessment Service (“the Service”) which is described in Part 3 of these Terms (“the Description”) applies unless an addition to the Service is agreed in writing before the inspection. (An example of such an addition is reporting upon a separate habitable building at the property address).

2. The Assessor.

The provider of the Service will hold a Dip, DEA or Dip, HI qualification and will be a member of a Government Approved Certification or Accreditation Scheme and is competent to assess and report upon the property, which is the subject of these terms.

3. Before the Inspection.

The Client will inform the assessor of the property details including any particular characteristics of the heating system (such as use of solar panels), which he or she may have about the property. In preparing the report the assessor is entitled to rely upon the information supplied by the client or his agents but is not bound by it.

4. Delivery of the Certificate.

The assessor will endeavour to make the EPC available by the target date stated above or at such later date as is practicable in the circumstances. The certificate will be retrieved by the client or their agent once the assessor has provided the unique property reference number to the client or their agents, so they may access the EPC directly from the central register.

<https://www.hcrregister.com/ReportRetrieve>

The assessor will not be responsible for any delay in delivery after the unique reference number has been transmitted to the client or his agent.

5. Terms of Payment.

The client agrees to pay the fee and any other charges agreed in writing by the payment date. The clients’ agents are jointly and severally responsible for paying the assessors fee, (including any interest that may be charged thereon) if payment has not been paid by the payment date.

The fees that are quoted are based upon the information provided by the client, the assessor may without notice alter their fees to their reasonable charges if they find the subject property to be significantly different in type or description. The client will be liable for interest on any late payment at the rate of 8% above the Bank of England base rate current at the date of the relevant fee account and will be entitled to recover any additional fees and expenses reasonably incurred as a result of any misdescription.

6. Cancellation.

The client will be entitled to cancel this contract by notifying the assessor's office at any time before the day of the inspection. The assessor will be entitled to cancel the contract and not to proceed with the provision of the service (and will so report promptly to the client), if after arriving at the property, he or she concludes that it is of a type or construction or utilises a heating system of which he or she has insufficient specialist knowledge to be able to provide the service satisfactorily. The assessor will also be entitled not to proceed if access to the property is denied or if the property or its occupants are judged by the assessor to present a health and safety risk to the assessor, (a cancellation fee of 50% of the price quoted will be payable in such circumstances).

In the event of cancellation, the assessor will refund any money paid by the client for the service, except for expenses reasonably incurred. In the case of cancellation by the assessor, the reason will be explained to the client in writing.

If the client cancels the inspection less than 4 hours before the inspection, or if no access is available, or if conditions on site prevent the assessor from working, the client may be charged expenses up to a maximum of 50% of the price quoted for the work and a further chargeable visit may be scheduled.

The certificate is for the sole use of the client. The assessor owes no duty of care to anyone other than the client or those that may rely upon the information provided.

7. Liability.

The certificate and report provided is solely for the use of the client and no liability to anyone else is accepted. Should the client not act upon the recommendations contained in the report, no responsibility is accepted for the consequences.

8. Dispute Resolution.

In the event that the client has a complaint regarding the standard of service he or she has received, a formal complaints handling procedure is available upon request. In the first instance a dispute should be expressed in writing to the assessor. If that cannot be resolved the details of the assessors' certification or accreditation scheme official complaints procedure is available. Using the Assessor's complaints handling procedure will not affect the client's legal rights.

9. Miscellaneous.

In the event of a conflict between these general terms and the specific terms, the specific terms prevail.

Unless expressly provided, no term in the agreement between the assessor and the client is enforceable under the Contracts (Rights of Third Parties) Act 1999, by any person other than the assessor or the client.

PART 3: DESCRIPTION OF THE DOMESTIC ENERGY ASSESSMENT SERVICE.

A. The Service

A.1 The DOMESTIC ENERGY ASSESSMENT Service comprises:

An Inspection of the Property (Section “B” below)

- The Energy Performance Certificate based on the Inspection (Section C) containing:
- An Energy Efficiency Rating and Environmental Impact (CO₂) Emissions Rating on the day of the inspection.
- A concise Report, which is part of the Certificate (Section D) containing:
- A summary of the property’s energy performance related features.
- A list of cost effective measures (if applicable) to improve the property’s performance ratings.
- Further measures to achieve even higher standards of energy efficiency.

A.2

The assessor's main objective in the DOMESTIC ENERGY ASSESSMENT service is to provide clients with an Energy Performance Certificate for their property and give them the professional advice which will assist them in making a reasoned and informed judgement on whether or not to implement measures to improve the property’s performance ratings.

A.3

The DOMESTIC ENERGY ASSESSMENT service therefore covers the existing energy performance of the Property and particular features, which affect its present rating. The report focuses on what the assessor judges to be cost effective measures to improve the property’s performance ratings and also offers for consideration further measures should the client wish to aim for the highest possible standards for the property.

The assessment will be made by a computer software program, approved by the relevant Government department. The assessor will not be responsible for any errors caused as a result of deficiency or failings in the software program.

B. THE INSPECTION

B.1

The inspection is a general surface examination of those parts of the property that are accessible: i.e. visible and readily available for examination from ground and floor levels, without risk of causing damage to the property or injury to the assessor. Due care is therefore exercised throughout the inspection regarding safety, practicality and the constraints of being a visitor to the property (which may be occupied). No furniture, floor coverings and other contents are moved or lifted; and no part is forced or laid open to make it accessible. The assessor will only be required to inspect the loft via an inspection hatch or other safe and practical access.

B.2

The assessor does not test or assess the efficiency of electrical, gas, plumbing or heating installations, or compliance with current regulations, or the internal condition of any chimney, boiler or other flue. Also, the assessor does not research the presence (or possible consequences) of contamination by any harmful substance or gas.

B.3

Where necessary, parts of the inspection are made from adjoining public property where access is possible. Such equipment as binoculars, ladder and torch may be used. Leisure facilities and non-permanent outbuildings (such as pools and timber sheds) are not examined. In the case of flats, exterior surfaces of the building containing the property are examined in order to assess their construction; access areas are examined in order to establish the presence and type of any heating systems; roof spaces are inspected if there is a hatch within the flat.

B.4

The assessor will identify in the report any areas which would normally be included in the inspection but which he or she was unable to inspect.

B.5

It is a condition of this agreement that the client at all times has adequate public and occupier's liability insurance, which will cover the assessor in the event of an accident.

B.6

The assessor will use all reasonable care during the course of the visit to the clients' property but will not be responsible for any damage or injury alleged to have been caused during that visit unless it can be shown to have been caused by his negligence or malicious conduct.

B.7

The assessor will use all reasonable care during his inspection but will not be responsible for damage due to the normal operation of any fittings necessary to conduct of the inspection

B.8

The assessor may at their discretion substitute another assessor to fulfil this agreement. If this occurs the assessor will notify the seller as to the reasons and provide the seller with the details of the substitute assessor before the commencement of the inspection. These terms and conditions will then apply to the substitute assessor.

B.9

The assessor will take notes and measurements, make records, and photographs, and these will remain in the ownership of the assessor.

B.10

The client will lock away or remove any pet of any size for the duration of the inspection, and shall inform the assessor before they commence the inspection of the following:

- i) The presence of any asbestos in the property.
- ii) The presence of infirm, vulnerable adults, or minors in the property.

The client will disarm any security device and be responsible for the security of the building upon completion of the inspection, unless alternative arrangements have been agreed.

The client will be responsible for the delivery and return of any keys

C. THE CERTIFICATE

C.1

The Certificate is based upon an assessment using the UK's Reduced Data Standard Assessment Procedure (RDSAP) for dwellings. The property's performance is assessed in terms of the energy use per square metre of floor area. It includes a rating for the following:

- energy efficiency based on fuel costs
- environmental impact based on carbon dioxide (CO₂) emissions.

D THE REPORT

D.1

The last section of the certificate contains a summary of the property's energy performance related features and the assessor's opinion of measures that can be taken to improve the property's performance ratings, as defined below.

- a) Lower cost measures that cost less than £500.
- b) Higher cost measures that require more investment and effort but are judged worthwhile.
- c) More expensive measures that will further improve the performance if aiming for the highest possible standards for the property.

DECLARATION:

I have had the opportunity to read the terms and conditions set out above and agree to be bound by them.

Dated: _____

Signed by: _____

Print name: _____

On behalf of: _____

Signed by: _____

Print name: _____

This document is based on guidance issued by the Institute of Home Inspection and is only for the use of its members