

Domestic Energy Assessments undertaken by Adept Property Services

TERMS AND CONDITIONS OF ENGAGEMENT

“The Company” refers to Adept Property Services

1. The Company will agree a mutual appointment with the instructing principal (i.e. letting agent, sales agent or property owner). All work will be carried out by, and only by, The Company, all assessors being fully trained and accredited by a government accreditation body.
2. The Company will carry out assessments from Monday to Saturday, between 9am and 5pm. An additional charge will be made for assessments carried out after 5pm and on Bank Holidays and it is at The Company's discretion as to whether to accept such bookings. All assessments are invoiced to the instructing principal with payment terms of 30 days from date of invoice. If any amount remains unpaid after 60 days then all invoices then in existence, whether or not due for payment, become payable. Without prejudice to any other rights it may have, The Company is entitled to charge interest at 2% above the current Base Rate of Lloyds TSB Bank Plc on overdue payment of any invoice amount, or any part thereof.
3. If The Company is aware of any possible conflict of interest, this will be declared to the instructing principal at time of booking.
4. For an assessment to take place the property must be in a condition whereby an assessor can move throughout the interior, and exterior perimeter, of the property with ease and in a safe manner. The safety and security of The Company is of the up most importance at all times. If the safety of an assessor is in doubt at any time during an assessment, it will be terminated immediately. Likewise, if an assessor is subjected to any kind of verbal or physical abuse the assessment will be terminated immediately. In both these cases a charge equal to 50% of the original booking value will be made to the instructing principal.
5. At least 24 hours notice must be given, and acknowledged, by The Company to cancel or change a booking. If sufficient notice is not received a charge equal to 50% of the original booking value will be made to the instructing principal.
6. The Company will wait no longer than 20 minutes at a property beyond the booked appointment time to gain access. If no access is gained after 20 minutes the assessment will be abandoned and a charge equal to 50% of the original booking value will be made to the instructing principal.
7. The Company does not undertake any assessment that falls outside of the RDSAP (Reduced Data Standard Assessment Procedure) methodology. Examples of such properties that fall outside of the methodology are new-build properties, multi-residential properties such as nursing homes and commercial premises.
8. Unless stated otherwise, the inspection will be visual only of the surface areas of the accessible parts of the property specified. Parts of the property and its energy systems which are covered or concealed are not inspected. Similarly, parts of the property and its energy systems that are inaccessible, for instance due to height, are not inspected as specific equipment would be required and this is not included in our standard pricing.
9. The EPC will not purport to express an opinion or to advise upon the condition or energy ratings, of any un-inspected parts of a property and should not be taken as making any implied representation or statement about such parts.
10. The Company inspects as much of the surface area, both internally and externally, as is practicable and lifts loose floorboards and trapdoors only where accessible and where reasonable to do so. The Company will not lift fitted carpets or large rugs, move heavy furniture, or remove fixtures or fittings to facilitate inspection.
11. The roof and upper section of a property are inspected only from ground level or from a suitable vantage point. Close proximity of nearby buildings or tall trees may preclude inspection of such parts of a property.
12. Loft areas, where a means of access exists, will only be assessed where access can be gained using a ladder with a maximum height of 3 Metres. Household effects, or other items stored therein, will not be moved. No comment can be made upon the practicality of using the chimneys.
13. No test of the service installations (i.e. gas, water, electricity, central heating systems) is made as part of the assessment.

14. The company gives its opinion giving all reasonable professional skill and care provided however that any liability of The Company arising in connection with these Conditions of Engagement or any matters arising therefrom shall not extend to economic loss or loss of profits suffered whether by the Client or any third party.
15.
 - a. Any dispute or difference which may arise between The Company and the Client in connection with these Conditions of Engagement or in connection with any matters arising therefrom shall be referred to and determined by a single arbitrator (hereinafter called "The Arbitrator") such arbitration to be held in, "country" of England.
 - b. The Arbitrator shall be appointed by agreement between the parties or in default of agreement the ABBE (Award Body for the Built Environment).
 - c. The procedure to be followed shall be agreed by the parties or in default of agreement, shall be determined by The Arbitrator but in all cases the law and practice to be followed by determining the dispute or difference shall be the law and practice of the United Kingdom.
 - d. In the event that the parties of The Arbitrator shall determine that there shall be any right of appeal from the decision of The Arbitrator such appeal and any subsequent appeals shall be heard by the courts of the United Kingdom and in such event each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the United Kingdom, and to comply with all requirements necessary to give such court jurisdiction. No court outside of the United Kingdom shall have any jurisdiction over any matter touched by this agreement.
 - e. In the event of default by either party in respect of any procedural order made by the Arbitrator, the Arbitrator shall have the power to proceed with the Arbitration in the absence of the party and to deliver his award.
16. Where applicable, the opinion in the report is as at the date of inspection. Unless otherwise expressly agreed, the assessment advice and certification assumes that the property is unaffected by any statutory notice and that neither the property nor its use or proposed use gives rise to a contravention of any statutory requirements, and at no time is The Company under duty to verify these assumptions.
17. An EPC is confidential to the Client for the specific purpose to which it refers. It may be disclosed to other professional persons assisting the Client in respect of this purpose, but the Client shall not disclose the report to any other person.
18. Where energy saving costs are given, they are for guidance purposes only and should not be construed to be a quotation or estimate of any kind.
19. The Company will advise the client, in report form (EPC), as to the assessment of the energy efficiency of the given property and any enhancements that may be made to improve its energy rating and CO² emissions. The Company will provide support to the Client when there is a need to discuss the findings and suggestions given within the EPC.
20. The EPC will be available to the client within 5 working days, although The Company will always attempt to achieve a shorter turn-around time.