

# **HOWLANDS EPC SERVICES**

## **Contract Terms and Conditions**

This agreement is formed on the basis that the Energy Performance Certificate will be produced using assumptions gathered during the initial information exchange and in accordance with the attached Terms and Conditions.

1. Standard Conditions of Engagement
2. Rights of the Energy Assessor to withdraw from the Contract
3. Rights of the Client to cancel the Contract
4. Data Protections
5. Complaints Statement

### **1. Standard Conditions of Engagement**

The Energy Performance Certificate is produced by an Energy Assessor who is licensed by a government approved Accreditation Scheme.

The Energy Assessor has a duty to provide a certificate in accordance with the Schemes standards and regulations.

To achieve accreditation, the Energy Assessor has to:

- Pass an assessment of skills in accordance with the National Occupational Standards and
- Have insurance protection to cover any negligence.

Energy Assessors must follow the necessary standards and as specified by their Scheme Code of Conduct.

A certificate is not valid unless it has been produced by an Energy Assessor who is a member of a government approved scheme, and it has been entered on the certificate register. The certificate register is operated by Landmark on behalf of the government.

Any further services the Energy Assessor may provide are not covered by these terms and conditions, and so must be covered by a separate contract.

If you have a complaint about the certificate you can complain by following the complaints procedure, which is explained in more detail at the end of this document.

### **The EPC tells you:**

- The properties performance is rated in terms of the energy used per square meter of floor area, energy efficiency based on fuel costs and environmental impact on Carbon Dioxide (CO<sub>2</sub>).
- The energy performance of this building on the date it was inspected and provides the necessary certificate.
- The energy efficiency rating is a measure of the overall efficiency of a building. The higher the rating the more efficient the building is, and the lower the fuel bills are likely to be.
- The environmental impact rating is a measure of a building's impact upon the environment in terms of Carbon Dioxide (CO<sub>2</sub>) emissions. The lower the rating the less impact it has on the environment.
- The certificate also tells you about the energy and environmental performance of the building and suggests improvements that you can make.
- The EPC is valid for 10 years

### **The certificate does not tell you:**

- The value of the building or cover things that are more specifically considered when a valuation is provided, such as the locality of the building or the availability of public transport or facilities.
- About the condition of the building or its services, or about any health and safety risks noted by the Energy Assessor except in respect of such risks to the Energy Assessor as may restrict the scope of the inspection.

A seller, buyer or lender who needs advice on subject that are not covered by the certificate must arrange for it to be provided separately.

Howlands Sales & Lettings Ltd  
James Howland – Domestic Energy Assessor  
Office Address: 35 High Street, Bagshot, Surrey, GU19 5AF  
[james@howlands-property.co.uk](mailto:james@howlands-property.co.uk) 01276 477298

# **HOWLANDS EPC SERVICES**

## **What is inspected?**

The Energy Assessor inspects the inside and outside of the main building and the visual parts of the gas and electricity services. No parts of the building requiring access equipment will be inspected except lofts which can be safely accessed from a 3 meter ladder (which the Energy Assessor will provide).

## **Important Notice**

The inspection is non-invasive. This means the Energy Assessor does not take up carpets, floor coverings or boards, move furniture or remove the contents of cupboards. Also, the Energy Assessor does not remove secured panels or undo electrical fittings. If access to the boiler or other key heating or cooling plant is not possible it is likely that an EPC cannot be produced and that the inspection will have to be abandoned. A fee may still be charged for the initial inspection of the building.

The Energy Assessor will say in a covering letter where it was not possible to inspect any parts of the building that are normally reported on.

Where the Energy Assessor has reason to be concerned about their parts, the letter will inform you about any further investigations that are needed. The Energy Assessor does not report on the cost of the remedial work or how these recommendations should be carried out.

## **2. Rights of the Energy Assessor to withdraw from the Contract**

The Energy Assessor has the right to withdraw from the agreed Contract if one or more of the following conditions apply:

- The building poses a threat to the Energy Assessor's health and safety beyond the normal risks for the type of building being surveyed.
- If access for the Energy Assessor's visual inspection is found to be restricted and if such restriction is likely, in their opinion, to have a material effect upon the completeness and/or accuracy of the certificate.
- If electricity, gas and water services are not fully connected and in working condition during the inspection.
- If any part of the building or the premises is a building site, unless the current building works are being managed by a contractor, who is competent in construction health and safety and who will be present throughout the duration of the inspection, ensuring compliance with the accepted site safety rules.
- If a potential or actual conflict of interest comes to the Energy Assessor's notice at any stage of the process.

It should also be noted that if the withdrawal is due to something the client or their agents could have prevented then the Energy Assessor reserves the right to charge a fee, pro rata for the abortive work.

## **3. Rights of the Client to cancel the Contract**

The client has the right to withdraw from the Contract at any point. Formal notice of withdrawal must be made in writing to the Energy Assessor.

The Energy Assessor reserves the right to charge an abortive fee, pro rata, for the work completed up to the point of the receipt of the client's withdrawal notice.

## **4. Data Protection**

The Energy Assessor will hold personal information in accordance with the Data Protection Act 1998, and this information will not be used for any purpose other than the production of the certificate.

## **5. Complaints**

We aim to offer you the best possible service; however there may be occasions when you feel you have cause for complaint. If so, we will always try to resolve the problem as quickly as possible and to your satisfaction. If you are unhappy with our response you can take your complaint further through our complaints procedure. Please make your feelings known as soon as possible and preferably in writing.

We aim to resolve all complaints within five working days, however sometimes it may take longer to look into the matter fully. If that happens we will let you know within 5 working days who will reply and when.

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You can contact us in any of the following ways:

- Telephone – 01276 477298
- In writing – Howlands Sales & Lettings Ltd, 35 High Street, Bagshot, Surrey, GU19 5AF
- Email: [james@howlands-property.co.uk](mailto:james@howlands-property.co.uk) or [howlandjad@gmail.com](mailto:howlandjad@gmail.com)

We will then arrange for the appropriate person to respond and investigate this matter.

If you are still unhappy you can contact our Accreditation Scheme in writing by emailing [certification@stroma.com](mailto:certification@stroma.com) and they will investigate the matter further.

## **Declaration**

I have read and understood the Terms and Conditions attached and confirm that I wish the Energy Assessor to proceed with the EPC.

Signed:

Date:

**Once signed please return to the address stated above**

## **Fee Structure**

Please note the following fee structure for the supply of services in relation to providing a Energy Performance Certificate for a range of buildings

Property type	Lodgement fee	Total Including Lodgement Fee
Flats	£6.50	£95
Houses	£6.50	£125
Over 2,000 sq. ft.	£6.50	Price on Application

## **Additional Charges**

Hard copy of EPC £10 (Including postage)

Aborted assessment 50 % of total charge (only applicable if the survey has to be aborted on the day for reasons beyond my control through actions of the client)

Cancelled Assessment £25 The assessment must be cancelled no later than 24hrs prior to the appointment this can be done either through email or phone

Payment for services will be prior to commencement of the service being offered.

Upon successful completion of the survey the completed using accredited software the EPC **will not be lodged** and mailed to the client **until payment has cleared**.

Once the payment has cleared the EPC will be forwarded by email unless hard copies have been ordered, within 7 Days of receipt of payment