

1 - The Service

These terms are applicable to the provision by HI-Devon of a Home Information Pack (HIP) including an Energy Performance Certificate (EPC) or of an EPC alone. HI-Devon is a member of ECMK (a government approved certification scheme). Any other services HI-Devon may provide are not covered by these terms and so must be covered by a separate contract.

The EPC is in a standard format and provision is based on the following terms, which set out what you should expect of both the Energy Assessor and the certificate. The HIP will include the "Required Documents" as specified by the current legislation. For an up to date list please refer to the government website at www.homeinformationpacks.gov.uk.

The Assessor will inspect all rooms and parts of the exterior, taking a range of measurements; inspect heating and hot water systems, heating controls and the roof space. The Assessor is also required to make site notes, floor plans and take photographs. Specialist tests are not carried out and services are not assessed make sure they work properly and efficiently.

2 - Instruction

Instruction shall be required from the Client or an Agent acting on behalf of the Client. In some circumstances verbal instruction may be accepted.

Where a verbal instruction has been given, a signed confirmation of order may be requested at the time of survey to confirm and/or clarify the earlier instruction. The point of contract will remain the initial instruction and the "Consumer Protection (Distance Selling) Regulations" shall still apply. Only in the event that no prior instruction exists would a contract be created to which the "Contracts made in a Consumer's Home or Place of Work etc Regulations" apply.

3 - Access for Inspection

A date and time for the assessment will be agreed between HI-Devon and the Client, or an Agent acting on behalf of the Client. The Client must ensure that full and unrestricted access is available to the inspector at the agreed time and is provided by a responsible person 16 years of age or over. Failure to do so will result in the assessment being aborted without refund and another assessment being offered to the Client at additional cost. Any relevant information requested must be supplied before or at the time of the assessment.

4 - Energy Performance Certificate (EPC)

The EPC tells you about the energy and environmental performance of the home, and suggests any improvements that you can make.

EPCs are prepared using software which makes a range of assumptions based on theoretical "standard" features and occupancy habits. Not all assumptions will be completely accurate for an individual property or an individual occupiers' lifestyle. The Assessor is unable to override these factors.

6 - Cancellation

The Client has the right to cancel the contract within 7 calendar days by contacting HI-Devon by post, email or phone. If cancellation is given verbally the Client MUST obtain a cancellation reference.

If the instruction (whether written or verbal) requires the survey be undertaken and/or searches be ordered before the 7 day cancellation period expired the Client shall be liable for the reasonable costs incurred prior to cancellation up to but not exceeding the contract value. If the contract has been completed the reasonable costs shall be the contract value

The above cancellation rights do not apply to instructions by persons acting in the course of their normal business.

HI-Devon shall cancel the instruction prior to or at the inspection without liability in the event that:

- They have insufficient specialist knowledge of the property construction type to inspect satisfactorily.
- The necessary access is not available or is provided by someone who is (or is believed to be) under the age of 16.
- The Inspector feels in any way threatened or at risk.
- In the opinion of the Inspector there are reasons why the inspection should not go ahead.

7 - Complaints

If you have any complaint about the EPC or HIP you can complain to HI-Devon by following the complaints procedure. A copy of is available on request or may be downloaded from the website.

8 - Recording and Accessing Reports

All EPCs are held on a register kept by or on behalf of the Government in accordance with regulations made under the Housing Act 2004. A copy of the completed report(s) can be inspected on-line by entering its unique reference number.

HIPs are supplied in electronic format unless hard copies have been ordered (at extra cost). Generally a single file containing the complete HIP will be provided by email. A website link will be provided where the component documents can be viewed individually.

9 - Terms of Payment

Unless other arrangements have been agreed in writing, payment will be required when an instruction is given and before any inspection is undertaken. Full payment for an inspection is also due in the event that inspection is not possible for reasons outside the control of HI-Devon if the inspection has not been cancelled in accordance with the terms for cancellation.

HIPs and EPCs will be charged at HI-Devon's current standard rate effective at the date the instruction was given unless other rates have been agreed in writing.

On completion the EPC will be registered on the EPC Register. HI-Devon reserves the right to delay registration and / or supply until payment has been received in full.

Any documents provided remain the property of HI Devon until paid for in full and should payment not be made to agreed terms the right to use the documents for compliance with relevant regulations shall cease.

10 - Law

These terms and conditions will be construed in accordance with English Law. They shall not in any way be construed so as to affect the statutory rights of the client. In the event that they may be interpreted as conflicting with terms applicable under the relevant regulations governing provision of these services (Including subsequent amendments) those terms shall override the terms contained herein.