

## 1 - The Service

These terms are applicable to the provision by HI-Devon of a non domestic Energy Performance Certificate (EPC) or Display Energy Certificate (DEC) and associated recommendations / advisory report on a property.

Any other services HI-Devon may provide are not covered by these terms and are covered by separate terms relevant to the service. The documents are in a standard format. These terms set out what you should expect of both the Energy Assessor and the certificate.

The Assessor will inspect all parts of the building, taking a range of measurements; inspect heating, hot water systems, heating controls and the roof space. The Assessor is also required to make site notes, floor plans and take photographs.

## 2 - Instruction

Instruction to carry out an assessment shall be required by the Client or an Agent acting on behalf of the Client and any relevant information requested must be supplied before or at the time of the assessment.

## 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 and another assessment date being offered to the Client at additional cost.

## 5 - Provision of data

To be able to perform the calculation as effectively as possible we will need the following:

- a) Drawings showing the orientation and structure of the building and identifying the normal use for each area (e.g. office, kitchen, store room etc.).
- b) Dimensioned drawings with sufficient detail to determine the area of all walls, floors, roofs, ceilings, windows and doors. (Floor area only for DEC)

*If the above are not available the assessor will be required to spend more time on site and this will be reflected in the cost.*

- c) Evidence of U-values of all constructions used in the building, including internal and external walls, floors, ceilings, roofs, windows and doors and the air permeability value to be used in the calculation if one is available. (EPC only)
- d) Details of the heating, domestic hot water, air-conditioning and lighting systems used in the building including their power and energy efficiency ratings. In most cases a brief description of the systems rather than a full specification is sufficient as long as the relevant ratings information is available.

*If these are not available default values will be used based on the apparent construction and equipment type observed by the assessor through non invasive inspection.*

Where required information is not available for the assessor and the client is not satisfied with the use of default values the assessor will, on request, undertake additional research and calculations to arrive at more accurate energy efficiency values. This is not included in our standard price and would be provided at our standard consultancy rate of £45/hr.

## 4 - The Certificate (EPC / DEC)

The EPC tells you about the energy and environmental performance of the building. The DEC tells you about the energy and environmental performance of the occupier. Each is accompanied by a recommendations / advisory report which

suggest improvements that you can make. (Not applicable to renewal DEC unless requested)

Certificates 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 occupiers' pattern of use.

## 6 - Cancellation

The Client may cancel by contacting HI-Devon prior to the inspection. If cancellation is given verbally the Client MUST obtain a cancellation reference.

Cancellations at least 48 hours before the inspection is due will not be charged, and any monies already paid will be refunded. Reasonable costs will be charged for later cancellation if they have been incurred.

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

- a) They have insufficient specialist knowledge of the property construction type to inspect satisfactorily.
- b) The necessary access is not available or is provided by someone who is (or is believed to be) under the age of 16.
- c) The Inspector feels in any way threatened or at risk.
- d) 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 you can complain to HI-Devon by following the complaints procedure, a copy of which is available on request.

## 8 - Recording and Accessing Reports

All Certificates are held on a register kept by or on behalf of the Government in accordance with the relevant regulations. A copy of the completed report can be inspected on-line by entering its unique reference number. Completed documents are also supplied in electronic format unless hard copies have been ordered (at extra cost).

## 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.

Production of non domestic EPCs will be charged at HI-Devon's current standard rate effective at the date the instruction was given unless other rates or a fixed price have been agreed. On completion the EPC will be registered on the EPC Register. HI-Devon retains title to all documents produced until payment has been received in full and reserves the right to delay registration and / or supply until payment has been received; to cancel the validity (de-register) certificates already issued if payment is not made to terms; and / or to withdraw the right to use certificates for marketing until full payment has been received.

## 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 the terms applicable under the regulations governing EPCs (including subsequent amendments) those terms shall override the terms herein.