



Terms and Conditions

Energy Performance Assessments

These Terms and Conditions govern the supply of services provided to you by HomeSight Studios.

1. Terminology

- 1.1 "Domestic Energy Assessor" or the "Company" is the Domestic Energy Assessor trading under these conditions that are set out by the Company, HomeSight Studios.
- 1.1 "service" relates to the provision of an Energy Assessment and report.
- 1.1 "Client" is the party at whose request or on whose behalf the Domestic Energy Assessor undertakes surveying services.
- 1.1 "EPC" stands for Energy Assessment Certificate.
- 1.1 "Report" means any report, advice or statement supplied by the Domestic Energy Assessor in connection with instructions received from the Client.
- 1.1 "Disbursements" means the cost of all reasonable photography, reproduction of drawings, diagrams, sketches and printing, duplicating and, where applicable, electronic transmission fees, and all reasonable and appropriate expenses including travel, refreshments and hotel accommodation where an overnight stay is necessary.
- 1.1 "Fees" means the fees charged by any work requested to be completed by Domestic Energy Assessor to the Client and including any value added tax where applicable and any Disbursements.

2. General

- 2.1 We shall keep a record of your order and these Terms and Conditions. I advise you to print and keep a copy of these Terms and Conditions, your order and any e-mail or written acknowledgement that I make.
- 2.2 The Contract shall be governed by English law and you hereby submit to the non-exclusive jurisdiction of the English courts. All dealings, correspondence and contacts between us shall be made or conducted in the English language.
- 2.3 No failure or delay by me to exercise at any time or for any period of time any term of, or any right under, these Terms and Conditions does not constitute and shall not be construed as, a waiver or that term or right and shall in no way affect my right to enforce or exercise it later.

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- 2.4 If any clause in these Terms and Conditions shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other clause or part of any clause, all of which shall remain in full force and effect, so long as the Terms and Conditions shall be capable of continuing in effect without the unenforceable term.
- 2.5 These Terms and Conditions (incorporating the Site Terms, the copyright notice and the Privacy Policy for orders made from the Site), together with price and service details agreed between you and me, contains the entire agreement between you and me in relation to the Contract. These Terms and Conditions apply to the exclusion of any contracts or terms submitted, proposed or stipulated by you.
- 2.7 A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce a term of the Contract.

3. Copyright

- 3.1 With the exception of images submitted by clients, copyright for any images or floorplans created by HomeSight Studios are owned exclusively by the business.
- 3.2 Copyright is not released upon the receipt of image files for the purpose of fulfilling a service. However, HomeSight Studios grant permission to the client that commissioned the work to use the image files for the agreed purpose.
- 3.2 Images and floor plans produced for a client, cannot be transferred to another without permission from HomeSight Studios. This will usually require a new licence to be granted to the new client, for which a payment will be required.

4. Cancellation

- 4.1 HomeSight Studios reserve the right to cancel any agreed provision of a service, where circumstances arise beyond our control. In such circumstances, HomeSight Studios will endeavour to make alternative arrangements, but in the event of this not being possible, a full refund will be given.
- 4.2 Should a service be cancelled by the client less than 7 days before the agreed appointment, at HomeSight Studio's discretion, the client will be liable for the full cost of the cancelled service.
- 4.9 Any refunds will be made as soon as possible, but at the very least, within 30 days of the cancellation.

5. Complaints Procedure

In the unlikely event that you are dissatisfied with the service you have received.

- 5.1 The client must communicate any perceived failure in the performance of this contract at the earliest opportunity, to all of us to achieve a satisfactory solution. Should this not be possible, you should make your complaint known to us in writing within 28 days of the completion of the commissioned work.
- 5.2 If you have a question or if you would like to make a complaint, please do not hesitate to contact me.

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Julian Mitchell

113 Southgate Street, Bury St. Edmunds, Suffolk, IP3 2AZ

Telephone: 07889 824835

Email: homesightstudios@gmail.co.uk

- 5.3 If you have initially made your complaint verbally – whether face-to-face or on the phone – please also make it in writing and send to the address provided above.
- 5.4 Once I have received your written complaint. I will contact you in writing within 3-4 *working* days. At this Stage, I will also invite you to make any further comments that you may have in relation to your complaint.
- 5.5 Within *twenty-one** days of receipt of your written summary, I will write to you, informing you of the outcome of my investigation into your complaint and to let you know what actions will be taken.
- 5.7 If you remain dissatisfied with any aspect of the handling of your complaint, we can discuss the issue further, and decide if mediation will be required, according to either the accreditation scheme of the energy assessor or an arbitration service.
- 5.8 If you are still unhappy with the result of any of the above, you can refer your complaint to the Arbitration Scheme if the complaint falls within the scope of the Scheme. This Scheme is operated by the Chartered Institute of Arbitrators, Dispute Resolution Services, 12 Bloomsbury Square, London WC1A 2LP from whom you can obtain details.

** The time limits are recommendations, to ensure that complaints are dealt with promptly.*

Terms and Conditions specific to Energy Assessments and the production of an ENERGY PERFORMANCE CERTIFICATE.

6. The Report

The Report you have instructed us to complete will be an **EPC**, and a description of each report and what will or will not be inspected and or included in the report is attached as a help notes with this letter. These notes form part of the terms of engagement between you and us and should be read carefully.

7. Our Opinion

Providing a DEA we are duty bound to provide you with an EPC for the requirement in relation to letting and selling, and can be relied upon by you and any prospective buyer or tenant.

We are qualified and licensed to provide inspections and energy assessments and any inspection will be carried out under any statutory obligations that are applicable, along with our own Code of Conduct, and our accreditation body Stroma. Details about complaints can be downloaded from this website.

8. Other Parties and Exclusion of Liability

There may be other parties involved with your instruction. These could be Estate Agents, Solicitors or letting agent. We cannot assume any responsibility for any information, services, and representations. We will not be liable for any other parties' failure that delays or stops us

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completing our instruction. Any liability that we have will be limited to the fees that you have paid for our services, and or any negligence that our Code of Conducts states we must cover and are limited to.

9. Appointments

We will endeavour to abide by any agreed appointments made. However, it may be necessary to re-arrange and we will try to re-arrange within 48 hrs of the original appointment.

Should you cancel the appointment arranged without 24 hours notification, we may charge an extra fee for cancellation dependant on the reason for cancellation. Please try to ensure that any appointments made are attended.

10. Access

In order to inspect/assess your property we will require access to certain parts of the property. The Help sheet will confirm where access is necessary. If we cannot access the areas needed, we will not be able to complete the report, but you will still be charged for our inspection.

Where entry or access is in the control of a minor, we will not complete the report and you will still be charged for our inspection

Should it be necessary to re-visit the property due to access being denied, we reserve the right not to re-visit unless a further fee has been agreed and or our original fee has been paid.

11. Fees

While we have agreed the fee for the report, our fees are subject to change from time to time. Unless otherwise agreed, by separate contract, all fees must be paid before the day of inspection by bank transfer, cash or debit card. We do not accept credit cards or cheques.

On initial enquiry, the client will be given an agreed fee for the service provided. The fee will be for one EPC on the said property. No refunds are available once work has commenced on producing the EPC.

12. Data Protection

The data supplied by you will only be used for the purposes of processing your instructions. The data supplied will not be passed to any other parties other than those that are necessary to carry out your instructions.

It is important that the data supplied to us is kept up to date. We should therefore be notified promptly of any changes. You are entitled upon the payment of an administration fee to inspect the personal data, which we are holding about you. If you wish to make such an inspection, you should contact us with a written request.

13. Obligations and Responsibilities

13.1 Domestic Energy Assessor - The Domestic Energy Assessor shall use reasonable care and skill in the performance of the services in accordance with good surveying practice.

13.2 Reporting - The Domestic Energy Assessor shall submit interim advice, site situation reports and a final report to the Client during and following

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completion of the agreed services describing the Domestic Energy Assessor's findings, assessments and inspection purporting to the purpose of the Client's instruction, unless otherwise expressly instructed by the Client not to do so.

- 13.3 Confidentiality - The Domestic Energy Assessor undertakes not to disclose any information provided in confidence by the Client to any third party and will not permit access to such information by any third party unless the Client expressly grants permission save where required to do so by an order of a competent court of law.
- 13.4 Intellectual Property - The right of ownership in respect to any intellectual property resulting from the performance of the work created by the Domestic Energy Assessor remains the property of the Domestic Energy Assessor. The Client shall be entitled to disclose the report or document to a third party for whose benefit the instruction/contract was specifically commissioned.
- 13.5 The Domestic Energy Assessor shall promptly notify the client of any matter, including conflict of interest, or lack of suitable qualifications and experience, which would render it undesirable for the Domestic Energy Assessor to continue its involvement with the appointment. The Client shall be responsible for payment of the Domestic Energy Assessor's fees up the date of notification.
- 13.6 Client - The client shall promptly settle the Domestic Energy Assessor's invoice in accordance with Payment Terms above.
- 13.7 Liability - The Domestic Energy Assessor shall be under no liability whatsoever to the Client for any loss, damage, delay or expense, whether direct or indirect arising howsoever caused UNLESS same is proved to have resulted solely from the gross negligence or wilful default of the Domestic Energy Assessor or any of its employees or agents or sub-contractors resulting in direct damage to tangible property where the company's liability shall be limited in accordance with paragraph (c) below.
- 13.8 The company's total liability for professional negligence shall not exceed the fee paid for the work.
- 13.9 The Company accepts liability for direct damage to tangible property or death or injury to persons to the extent caused by the proven negligent acts or omissions of the Company and its employers and Consultants, provided that the Company's liability for the same shall be limited to the coverage and indemnity limits provided under the Company's insurance policies (which are available for inspection on request), unless otherwise covered by statute.
- 13.10 If the Company or any of its employees, agents and sub-contracts shall act or fail to act in any manner which results in an actionable wrong, the Client shall, subject to Clauses 8b) and 8c) above indemnify the Company against all claims, damages, costs and expenses made or incurred by a third party arising from any such act or lack of act by the Company.
- 13.11 Force Majeure - Neither the Domestic Energy Assessor nor the Client shall, except as otherwise provided in these Conditions, be responsible for any loss,

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damage, delay or failure in performance hereunder arising or resulting from act of God, act of war or terrorism, seizure under legal process, quarantine restrictions, strikes, boycotts, lockouts, riots, civil commotions and arrest or restraint of princes, rulers or people.

- 13.12 Insurance - The Domestic Energy Assessor shall affect and maintain, at no cost to the Client, Professional Liability Insurance for such loss and damage for which the Domestic Energy Assessor may be held liable to the Client under these terms and conditions.
- 13.13 Domestic Energy Assessor Right to sub-contract - The Domestic Energy Assessor shall have the right to sub-contract any of the services provided under the conditions, subject to the Client's right to discuss such an appointment and object on reasonable grounds if necessary. In the event of such a sub-contract, the Domestic Energy Assessor shall remain fully liable for the due performance of its obligations under these conditions.
- 13.14 Time Bar - Any claims against the Domestic Energy Assessor shall be deemed to be waived and absolutely time barred upon the expiry of one year from the submission date of the report to the Client.
- 13.15 Document retention - The Company shall retain all data, correspondence, documents and records that have a bearing on the services provided to the Client for a period of 7 years after completion of the service. The client will be given the right to have their own disclosed documentation returned by the Company or destroyed upon completion of the service.
- 13.16 Governing Law - Any agreement covered by these Terms and Conditions shall be governed by and construed in accordance with English Law and the Client submits to the exclusive jurisdiction of the English Courts or Arbitration in London, England. Nothing herein shall prevent the Company from enforcing in any country an award made by the above exclusive jurisdiction.