

TERMS AND CONDITIONS

BASIS OF AGREEMENT

These terms and conditions for the supply of an EPC, SBEM Calculation or SAP Calculation, and ancillary services represent the agreement between **Woodward N R G Services Ltd** and the client. There is no provision for variation of these terms unless they are made with the express consent of both parties.

1. DEFINITIONS

'EPC' means an Energy Performance Certificate produced by an accredited Energy Assessor in accordance with a Government Approved Accreditation scheme.

'SAP Calculation' means a Standard Assessment Procedure Calculation produced by an accredited Energy Assessor in accordance with a Government Approved Accreditation scheme.

'SBEM Calculation' means a Simplified Building Energy Model Calculation produced by an Energy Assessor in accordance with a Government Approved Accreditation scheme.

'Client' means an individual or company who has instructed **Woodward N R G Services Ltd** to undertake an energy assessment.

'Energy Assessment' means the process of calculating an Carbon Emission rating for the property in accordance with the nationally approved calculation methods.

'Property' means the property for which the EPC is produced.

'Contract' means the contract between **Woodward N R G Services Ltd** and the client, comprising these terms and conditions under which the supply of an EPC, SBEM Calculation or SAP Calculation is to be provided.

'Services and Fees Proposal' means the Services and Fees letter containing the services and Fees necessary to provide the Client with an EPC.

'Fees' mean the professional fees for providing an EPC as detailed in the Services and Fees Proposal letter accompanying these terms and conditions.

'Data' means CAD files, floor plans, details of building services and associated information.

'Certificate Reference Number' means the unique reference number allocated to an EPC by the Landmark database.

Landmark database means the non-domestic or domestic energy performance online database operated by the Landmark Information Group on behalf of the government.



2. SPECIFIC CONTRACTUAL TERMS AND CONDITIONS

Where a written contract is in place between **Woodward N R G Services Ltd** and Client and specific contractual terms and conditions have been agreed those terms and conditions will supersede these terms and conditions.

3. MAKING THE CONTRACT

Acceptance of the Services and Fees Proposal will constitute acceptance of these general terms and conditions for the supply of an EPC, SBEM Calculation or SAP Calculation, subject to clause 2. No variation of these terms and conditions is permitted unless expressly accepted and signed by a director on behalf of **Woodward N R G Services Ltd**

4. INSTRUCTION

Immediately upon the Client's instruction of **Woodward N R G Services Ltd** to produce an EPC, SBEM Calculation or SAP Calculation, the Client agrees to the terms of this agreement and further the Client agrees and accepts that **Woodward N R G Services Ltd** is under no obligation to commence or undertake any work in respect of that EPC, SBEM Calculation or SAP Calculation, until such requested initial information and / or Data has been received and passed as satisfactory by **Woodward N R G Services Ltd**. Only then will **Woodward N R G Services Ltd** be in a position to commence the Energy Assessment in accordance with clause 5. The Client agrees that any Data, information or documentation provided to **Woodward N R G Services Ltd** pursuant to clause 1 shall be true and accurate. Further the Client hereby indemnifies **Woodward N R G Services Ltd** for any loss or damage **Woodward N R G Services Ltd** may suffer directly or indirectly as a result of the Client's breach of this Clause such loss or damage including but not being limited to the legal costs of defending any civil claim or criminal penalty against **Woodward N R G Services Ltd** arising out of the Client's breach hereof.

5. ENERGY ASSESSMENT

The following process will be undertaken as part of the energy assessment by **Woodward N R G Services Ltd** to the Client: Data capture off plan or Site Inspection, Construction of Simplified Building Energy Model or Standard Assessment Procedure, Lodgement of EPC and provision of final certificate to the Client.

6. FEES

The Client accepts the fee during engagement. The Fee is determined in advance of the initiation of an assessment and according to **Woodward N R G Services Ltd** standard Services and Fees Proposal. It is accepted by the Client that upon engagement **Woodward N R G Services Ltd** shall have already delivered services in part to the Client, and there shall be no standard 'cooling off' period or cancellation of services at this point, such condition to have been made clear to the Client in prior communications from **Woodward N R G Services Ltd** including but not limited to delivery of these terms of business. At no time shall the Client hold legitimate claim against **Woodward N R G Services Ltd** under the conditions in this clause.

The Client accepts that any quotations or fees may be subject to revision at any point during the tender period or on-site survey.

The client further accepts that non-completion of the Pre-survey form may prompt additional charges due to unclear information prior to site-inspection.

7. INVOICING

SAP calculations

SAP calculations are to be strictly paid by return. Woodward N R G services Ltd at this point will also invoice for the Lodgement of Energy Performance certificates

SBEM Calculations

SBEM calculations are to be strictly paid by return.

Existing Commercial EPC's

Woodward N R G Services Ltd will invoice at 50% of the agreed Fee on completion of the site inspection in accordance with Clause 5 and the remaining Fee shall be invoiced prior to delivery of the EPC to the Client.

Please note that **Woodward N R G Services Ltd** will not issue a Commercial EPC whilst fees are outstanding. Our payment terms are strictly by return. Should there be any issue with the fee account when presented please notify us in writing at least five working days before the fee becomes payable so that necessary steps can be taken. Interest will be charged on overdue accounts in accordance with the Late Payments of Commercial Debts Act 1988 and in accordance with clause 8.

Any Payments outstanding over 30 days will be subject to a £45.00 administration charge. Client will be given suitable notice that here accounts is overdue and typically as set out below

7 days after date of invoice a Telephone call and a follow up emailed

14 days after date of invoice Telephone call and a follow up letter.

30 days after date of invoice a £45.00 administration charge added to the outstanding invoice.

Payment should be sent by BACS or cheque. Cheques should be sent to the following address:

*Woodward N R G Services Ltd,
31 Rufus Way,
Portland,
Dorset,
DT5 1EE*

BACS payments must be paid to the following account:

Bank Name: Barclays Bank
Account Name: Woodward N R G Services Ltd
Account Number: 13698130
Sort Code 20-26-62

8. DELIVERY OF EPC, SBEM calculation or SAP calculation

Woodward N R G Services Ltd will provide the Client with an EPC, which will be in the form of the Certificate Reference Number, which will allow the Client to download the official EPC from the Landmark database. It is accepted by the Client that, where there is any third party involvement outside the control of **Woodward N R G Services Ltd**, such as any Government or regulatory body, the performance in time of Energy Assessor's obligations hereunder may in turn be affected by that third party's timekeeping. In the interests of clarity this means that **Woodward N R G Services Ltd** will make best endeavours to perform its obligations in a timely manner but cannot be held responsible for any delays caused or time taken by third parties.

9. GENERAL

The Client here warrants that any engagement duly authorised as detailed herein by individuals employed by the Client shall be considered legitimately so and fully empowered by their respective companies. At no time shall this Agreement be disputed on the grounds that such individuals are not or should not be seen to be authorised by their respective companies to do so. This agreement shall terminate immediately upon any material breach of its terms without remedy within 14 days by **Woodward N R G Services Ltd** or the Client or any Third Part. The provisions of this agreement concerning remuneration and limitations of liability shall survive its termination.

10. CONFIDENTIALITY

The Services and Fee Proposal, Data and all related documents and information shall be treated as confidential by and not disclosed to any third party without the Client's prior written consent except as necessary to enable **Woodward N R G Services Ltd** to perform its obligations. The provisions of this Clause shall remain in force for two years after completion.

11. STATUTORY AND OTHER REGULATIONS

Woodward N R G Services Ltd shall comply with the provisions of all Acts of Parliament, and Orders and Regulations made by any competent authority.

12. COMPLAINTS

For complaints regarding the energy assessor or the Energy Assessment, contact **Woodward N R G Services Ltd** by writing to the above address in the first instance. We will acknowledge receipt and issue the **Woodward N R G Services Ltd** Complaints Procedure within seven working days. Only once the Complaints Procedure has been exhausted are the parties free to refer the matter to Adjudication in accordance with clause 14.

13. DISPUTES

In the event of any disputes arising the Parties hereby agree in accordance with Clause 13 of these terms and conditions to adhere to the provisions of Part II the Housing Grants, Construction and Regeneration Act (1996) which provides for disputes to be referred to an Adjudicator. We bring to your attention that

The following terms will apply:

- * We reserve the right to refer disputes to a formal adjudication process as defined by the Act.
- * Seven days Notice will be given of our intention to refer to an Adjudicator.
- * An Adjudicator shall be appointed by an Adjudicator Nominating Body (ANB) from the published DoE list.
- * The Adjudicator shall determine the dispute within 28 days and his/her decision shall be binding on both parties, and where applicable shall create an enforceable debt not subject to off-set or counter claim.
- * Subsequent arbitration proceedings may be followed in accordance with the ACE Conditions of Engagement.
- * Notice of Suspension of services. In the event of payments being significantly overdue we reserve the right to suspend the performance of our terms of appointment with 7 days notice.

14. LIABILITY

Woodward N R G Services Ltd recognises the Client's statutory rights. **Woodward N R G Services Ltd** shall not be liable for any loss or damage of any description whatsoever arising from the delay in the production of an EPC arising from any third party action. In any event **Woodward N R G Services Ltd's** liability shall be limited to the amount of our Fees received by **Woodward N R G Services Ltd** in respect of any EPC from which such liability may arise.

Woodward N R G Services Ltd shall not be liable for any loss or damage whatsoever that the Client may suffer as a result of **Woodward N R G Services Ltd** being unable to fulfil any of its obligations herein due to the occurrence of an event of force majeure, which term shall include but is not limited to legislative and regulatory acts of government, armed conflict, civil insurrection, strike lockout, computer failure, failure of power supplies, earthquake, typhoon, tidal wave, and Acts.

15. TERMINATION

Woodward N R G Services Ltd may by written notice to the Client cancel the agreement without liability to the Client.

- * If at any time an application for an administrator is presented to the court or a liquidator or receiver is appointed or a resolution is passed for the winding up of the supplier or
- * If the Client commits any breach of the Contract and in the case of a breach capable of remedy and fails to remedy the same within 14 days from being required to do so in writing.