

Terms and Conditions of Engagement

TERMS AND CONDITIONS OF ENGAGEMENT; NON -DOMESTIC ENERGY ASSESSMENT. (N.D.E.A) ENERGY PERFORMANCE CERTIFICATE (E.P.C)

Our N.D.E.A Survey is as extensive as access and circumstances permit. The assessor inspects as much of the surface area, internally and externally, as practicable and where possible the report includes comment on energy related aspects and parts of the building.

The report contains the following clear assumptions and limitations:-

1. The assessor advises the client as to his opinion of the energy values in relation to the building, and save as hereinafter provided, carries out such work as is reasonable in his professional judgement, bearing in mind the practical limitations imposed by the individual circumstances of the property at the time of his inspection.
2. Except where the contrary is stated, parts of the building and of the energy systems which are covered, unexposed or inaccessible, are not inspected and it is, of course, impossible to examine every part of the building and its energy systems. The report does not purport to express an opinion or to advice upon the condition or energy ratings/values of un-inspected parts and should not be taken as making any implied representation or statement about such parts.
3. The Assessor inspects as much of the surface area, both internally and externally, as is practicable and lifts loose floorboards and trapdoors where accessible and where reasonable to do so. He does not lift fitted carpets, move heavy furniture or remove fixtures or fittings to facilitate inspection.
4. Wherever possible the fabric is examined for evidence required to produce the Energy Performance Certificate.
5. General comments only are made and energy related systems/equipment is only visually inspected.
6. No test of the service installations - gas, water, electricity, central heating, systems is made as it is not relevant.
7. The assessor gives his opinion giving all reasonable professional skill and care provided however that any liability of the Assessor arising in connection with these Conditions of Engagement or any matters arising there from shall not extend to economic loss or loss of profits suffered whether by the Client or any third party.
8.
 - a. Any dispute or difference which may arise between the assessor and the Client in connection with these Conditions of Engagement or in connection with any matters arising there from shall be referred to and determined by a single arbitrator (hereinafter called "The Arbitrator") such arbitration to be held in , "country" of England.
 - b. The Arbitrator shall be appointed by agreement between the parties or in default of agreement the accreditation scheme.
 - c. The procedure to be followed shall be agreed by the parties or in default of agreement, shall be determined by the Arbitrator but in all cases the law and practice to be followed by determining the dispute or difference shall be the law and practice of the United Kingdom.

- d. In the event that the parties of the Arbitrator shall determine that there shall be any right of appeal from the decision of the Arbitrator such appeal and any subsequent appeals shall be heard by the courts of the United Kingdom and in such event each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the United Kingdom, and to comply with all requirements necessary to give such court jurisdiction. No court outside the United Kingdom shall have any jurisdiction over any matter touched by this agreement.
 - e. In the event of default by either party in respect of any procedural order made by the Arbitrator, the Arbitrator shall have the power to proceed with the Arbitration in the absence of the party and to deliver his award.
9. Where applicable, the opinion in the report is as at the date of inspection.
Unless otherwise expressly agreed, the assessment advice and certification assumes that:-
- a. The property is unaffected by any statutory notice and that neither the property nor its use or proposed use gives rise to a contravention of any statutory requirements.
The Assessor/surveyor is under no duty to verify these assumptions.
10. The Client agrees to pay to the Assessor in respect of the said professional service a fee as agreed. In addition, the Client will reimburse to Assessor amounts of any Value Added Tax on the fee, together with any agreed expenses if applicable.
11. This report is confidential to the Client for the specific purpose to which it refers. It may be disclosed to other professional advisor assisting the Client in respect of that purpose, but the Client shall not disclose the report to any other person without permission.
12. Where energy saving costs are given, they are for guidance purposes only and should not be construed to be quotation nor estimate and should be substantiated prior to exchange of contracts by proper competitive quotations or estimates.
13. In response to any complaints there is a two stage complaints procedure which is included for your information below:

COMPLAINTS PROCEDURE

Definition;

A complaint is a written, oral and or signed expression of dissatisfaction, disquiet or unhappiness with the service provided by the company, S. J. Gartside Property Management Services

Objectives of the complaints procedure.

- 1.0 To encourage discussion and problem or issue resolution rather than defensive response to complaints.
- 2.0 To set time limits which emphasise the need for a swift response.
- 3.0 To encourage staff to act as advocates on behalf of clients in terms of the information provided.
- 4.0 To uphold staff rights and those of the client.

5.0 To acknowledge the rights of clients to challenge advice and decisions made by the company or the actions or behaviour of the principal or staff.

Overview of procedure;

The procedure is a two stage process.

It is hoped that in most cases complaints can be dealt with by the principal of the practice at Stage 1, but the complaint can be referred to Stage 2 immediately.

If the complaint is dealt with by the principal and the complainant is not satisfied, then under Stage 2 of the procedure, the relevant papers will be passed to a neutral party, who is not directly associated with the practice, but will act as an independent party.

Stage 1-Problem solving

This stage is designed to facilitate early resolution of complaints by encouraging a problem solving approach.

Complaints and comments will be recorded to provide information.

Normal good practice should resolve, to the client's satisfaction, queries raised, matters and or, issues relating to the original advice given.

A speedy response will be encouraged and is the aim, provided that there are no professional insurer's restrictions upon the timing or content of any reply or response, so as not to prejudice the insurance indemnity of the practice and the same protection afforded by that insurance indemnity, to the client.

Complaints of a serious nature will lead to a reply to the complainant, which will inform the client or complainant of their right for a decision to be referred to an independent chartered surveyor.

Receiving the complaint.

S. J. Gartside Property Management Services will record in writing, in the appropriate client property file, the following information.

- 1.0 Name of the complainant.
- 2.0 Date of the complaint
- 3.0 Name of the member of staff receiving the complaint.
- 4.0 Details and nature of the complaint.
- 5.0 Details of how the complaint was handled, any restrictions on the nature, content, or time qualification of the complaint with regard to insurers protocol, how the complaint was resolved, and the time taken to resolve the complaint.

Staff will where possible; aim to resolve the matter by discussion and negotiation without passing the matter to stage 2.

A reply will be given in writing, to the complainant within 10 days.

Initially the reply may be verbal but will be followed up in writing.

Stage 2 - The Formal Complaint.

Entry to this stage is guided by the following principles;

- 1.0 Any complaint not resolved by the principal of the practice under stage 1
- 2.0 Any complaint regarded as serious. This will include;
 - 2.1 Complaints alleging misconduct or impropriety by staff.
 - 2.2 Complaints of unlawful conduct by staff.
 - 2.3 Complaints alleging sexual or racial discrimination including harassment or verbal abuse.

Receiving the complaint;

- 1.0 If a verbal complaint is received, this must be put into writing.
- 2.0 The principal of the practice should be made aware immediately of the complaint, (after ensuring that the letter has been read to, or read by the person the complaint was made against), ensuring that a log or written notes are made on the letter of complaint that this action has been taken, and signed by a witness and the person against whom the complaint was made.
- 3.0 If any change over of staff is taking or has taken place at the time of the complaint was made, the member of staff or the principal, should ensure that a relevant note is left for the person or member of staff taking over the matter, to ensure no delays in a follow action.
- 4.0 Notify the person to whom the complaint was made against, that the case will be referred to the principal, and that an investigation will commence immediately, or if against the principal, that person will ultimately be interviewed by the assessor appointed under stage 2,
- 5.0 At no time should the case be discussed verbally or in writing if there is a risk of any prejudice of the indemnity insurer's protocol in handling complaints or matters relating to a potential insurance claim against the practice.

Time scale of the investigation;

Within 10 days the principal will investigate the complaint and write to the complainant.

Within 28 days or such time as the insurers protocol permits, the principal will complete the investigation and complete a report on their conclusions in writing to the Practice insurance brokers, the insurers, and the complainant.

After the investigation;

- 1.0 The Principals report, or the independent assessor's report, as it may apply in stage 2, will be presented to the complainant.
- 2.0 The Principal, or the independent assessor, as it may apply in stage 2, will present the report to the member of staff, discussing the contents and offering clarification where necessary.
- 3.0 Information gained during the course of dealing with complaints will be taken into consideration during the course of dealing with complaints will be taken into consideration when policy is formulated.
- 4.0 Disciplinary procedures may be one outcome of a complaint being made.
- 5.0 Any further appeal will be dealt with by the independent surveyor, as it may apply in stage 2
- 6.0 We will appoint an independent assessor.
- 7.0 Alternatively if you remain dissatisfied with any aspect of our handling of your complaint then we can discuss whether we can agree to go to mediation according to the mediation process run by BRE (Accreditation scheme)

.....

I/We have read the terms and conditions relating to service provided by S.J. Gartside Property Management Services. I/We hereby confirm that the terms and conditions are acceptable and acknowledge herewith.

SIGNED:

DATED: