

TERMS AND CONDITIONS

(Scope of Services)

Terms of Reference.

Your instructions are to inspect and provide an ECP based on the following, at the premises known as (address of property)

- Dimensions, orientation, construction and thermal efficiencies of the fabric of the building.
- Activities undertaken within the building.
- Type and control of heating and ventilation services supplying the building.
- Type and control of lighting within the building.
- Sources of energy.

and to:

- Assess and input the information obtained into approved computer software.
- Produce an EPC and recommendation report for the building.
- Record the ECP onto the national register via an approved accreditation scheme.
- Provide the client with the ECP and respond to any questions about the recommendations therein.

Methods of Inspection.

The survey will be undertaken visually and information will be recorded onto the surveyors data sheets, where appropriate photographic and video evidence will be taken to assist the surveyor. Best practice is used to identify and avoid personal, political and sensitive intrusions and conflicts but the client should advise the surveyor prior to the survey of any areas or situations that might restrict the use of the equipment used in obtaining information.

The inspection will relate to all parts of the structure including it's heating, ventilation and lighting systems. If access to any of these is prevented for any reason, prior arrangements should be made by the client with appropriate parties or personnel for access to be made available if required.

The survey is undertaken on the assumption that all appropriate plans, specifications, building control certificates as well as manuals and certificates for heating, ventilation and lighting systems etc, have been supplied prior to, or will be supplied at the time of the survey.

Health & Safety.

A full copy of our health and safety policy is available from our website www.gartside.co.uk or a hard copy can be provided on request.

Prior to the commencement of the survey the surveyor will:

- Acquire a full understanding of the condition of and the processes within the premises.
- Obtain a copy of the clients site safety rules.
- Conduct a risk assessment.
- Prepare any control measures to reduce or eliminate any risk.
- Inspect their personal protection equipment.

During the survey the surveyor will:

- Observe the clients site safety rules.
- Implement any control measures to reduce or eliminate any risk.

- Inform the client or their personnel of any health and safety issues arising during the survey.

The client should provide the surveyor with a copy of the site safety rules and any specialist personal protection equipment that is not part of the surveyors equipment, which comprises of:

- Safety boots, hard hat, eye protection, ear defenders, gloves (standard rigor and disposable latex), high visibility waist coat and quilted jacket and FFP masks.

Depending on the type, size and activities associated with the building it may be necessary to visit the property for the purposes of preparing a risk assessment in advance of the survey, under these circumstances a separate appointment will be made.

Terms and Conditions of Engagement.

Our C.E.A Survey is as extensive as access and circumstances permit. The assessor/surveyor 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/surveyor advises the client as to his opinion of the commercial 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 advise upon the condition or energy ratings/values of uninspected parts and should not be taken as making any implied representation or statement about such parts.
3. The Assessor/Surveyor 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. The roofs, ceiling spaces and upper areas are inspected from ground level or from a nearby available vantage point, together with flat roofs and access areas, which can be accessed, with due regard to safety, from the Surveyors 10 ft (3 metre) ladder. Close proximity of nearby buildings or tall trees may preclude inspection of parts of the roofs etc..... The roof void is inspected assuming a suitable access point if available, but occupiers effects, or other items stored therein, will not be moved.
5. Wherever possible the fabric is examined for evidence required to produce the E.P.C. (Energy Performance Certificate).
6. General comments only are made and energy related systems/equipment is only visually inspected.
7. No test of the service installations - gas, water, electricity, HVAC (heating, ventilating and air conditioning), etc.... systems is made without specific prior instructions.
8. The Surveyor gives his opinion giving all reasonable professional skill and care provided, however any liability of the Assessor/Surveyor arising in connection with these Conditions of Engagement or any matters arising therefrom shall not extend to economic loss or loss of profits suffered whether by the Client or any third party.
9. Disputes
 - 9.1. Any dispute or difference which may arise between the assessor/surveyor and the Client in connection with these Conditions of Engagement or in connection with any matters arising therefrom shall be

referred to and determined by a single arbitrator (hereinafter called "The Arbitrator") such arbitration to be held in , "county" of England.

- 9.2. The Arbitrator shall be appointed by agreement between the parties or in default of agreement the ABBE, (Award Body for the Built Environment).
 - 9.3. 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.
 - 9.4. 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.
 - 9.5. 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.
10. Where applicable, the opinion in the report is as at the date of inspection.
 11. Unless otherwise expressly agreed, the assessment advice and certification assumes that:-
 - 11.1. 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.
 12. The Client agrees to pay to the Surveyor in respect of the said professional advice a fee as agreed. In addition, the Client will reimburse to Surveyor amounts of any Value Added Tax on the fee, together with any agreed expenses.
 13. This report is confidential to the Client for the specific purpose to which it refers. It may be disclosed to other professional advisors assisting the Client in respect of that purpose, but the Client shall not disclose the report to any other person.
 14. 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.

Fees.

My fees in respect of services to be provided start from ; £750.00 plus VAT, (with payment due prior to release of the EPC). This fee does not include for obtaining plans, specifications, certificates and other documents relating to the building and the heating, ventilation and lighting plant and equipment.

Complaints.

The BRE requires all its members who are sole principals, partners or directors of firms that offer Energy Performance Certificates (EPC's) to the public, to have in place a Complaints Handling Procedure (CHP) meeting an agreed minimum standard.

In the unlikely event that you are dissatisfied with the service you have received from me, you should ask for details of my complaints handling procedure, which can also be obtained from the internet at: <http://www.gartside.co.uk> and by navigating to the 'Forms' page.

Please be aware that in addition to our general complaints handling procedure you can escalate your complaint to the BRE accreditation scheme at any time and you are at no time deprived of their legal rights. Complaints that are escalated to the Scheme are logged by the Scheme and dealt with in accordance with the complaints procedure set out in the Scheme Document and the Scheme Complaints Procedure.

TRADE ENTRANCE