

ENERGY PERFORMANCE CERTIFICATE (DOMESTIC)
TERMS AND CONDITIONS

The Customer the Client and the Purchaser are asked to note these terms, which govern the basis on which the Energy Performance Certificate is supplied

Definitions

'Company' means Northumbrian Water Limited.
'Order' means any request completed by the Customer requesting the EPC.
'EPC' means the Energy Performance Certificate, together with any related recommendation report, prepared by the Company in respect of the Property.
'Property' means the address or location supplied by the Customer in the Order.
'Customer' means the person, company, firm or other legal body placing the Order, either on their own behalf as Client, or, as an agent for a Client.
'Client' means the person, company or body who is the intended recipient of the EPC with an actual or potential interest in the Property
'Purchaser' means the actual or potential purchaser of an interest in the Property including their mortgage lender.
'Regulations' means The Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 as may be amended or superseded from time to time.

1. Agreement

- 1.1 The Company agrees to supply the EPC to the Customer and to allow it to be provided to the Client and the Purchaser subject, in each case, to these terms. The scope and limitations of the EPC are described in Clause 2 of these terms. The Customer shall be responsible for bringing these terms to the attention of the Client and the Purchaser as necessary.
- 1.2 The Customer, the Client and the Purchaser agree that the placing of an Order for a EPC or, as the case may be, the subsequent provision of a copy of the EPC to the Client or a Purchaser indicates their acceptance of these terms.

2. The Service

- 2.1 The assessor who provides the EPC (the "DEA") will be a registered Domestic Energy Assessor who is a member of a government approved certification scheme in accordance with the Regulations and is competent to inspect and report upon the Property, providing the Property is not a commercial property.
- 2.2 The DEA will inspect the inside and outside of the building at the Property and the building services (heating, hot water, ventilation and air conditioning) and the lighting within that building. Following the inspection the EPC will be provided.
- 2.3 The inspection is non-invasive. The DEA will undertake a visual inspection and will not look at any parts of the Property which are covered, unexposed or inaccessible. The DEA will not pull up floor coverings, access above suspended ceilings, move equipment or enter any service cupboard or plant rooms if there is a perceived risk of danger. The DEA will not remove secure panels or undo electrical fittings.
- 2.4 The EPC will be prepared with reasonable skill and care.

3. The EPC

- 3.1 Whilst the Company will use reasonable care and skill in producing the EPC, it is provided to the Customer the Client and the Purchaser on the basis that they acknowledge and agree to the following:-
- 3.2 The information contained in the EPC can change on a regular basis so the Company cannot be responsible to the Customer the Client or the Purchaser for any change in the information contained in the EPC after the date on which the EPC was first produced and sent to the Customer.
- 3.3 The EPC does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.
- 3.4 The information contained in the EPC is based upon the accuracy of the address supplied to the Company.
- 3.5 The EPC provides information as to the Energy Efficiency Rating and Environmental Impact Rating of the Property and should not be relied on for any other purpose. The EPC will contain general advice to the Customer, the Client and the Purchaser which the Company cannot ensure is accurate, complete or valid and for which it accepts no liability.

4. Liability

- 4.1 The Company shall not be liable to the Customer, the Client or the Purchaser for any failure defect or non-performance of its obligations arising from any failure of or defect in any machine, processing system or transmission link or anything beyond the Company's reasonable control or the acts or omissions of any party for whom the Company is not responsible.
- 4.2 The Company does not limit its liability for death or personal injury arising from its negligence but in any other case the Company's liability for negligence or breach of these terms shall be limited to losses arising as a direct consequence of the negligence or breach up to the value a potential or actual buyer reasonably believed to be the value of the Property at the time the EPC was completed (being the value had the EPC been properly prepared, and valued on the basis of a residential property only, not including, for example, the value put on any commercial development potential of the Property), and shall in any event not exceed the sum of £100,000. Such liability will be met by the Company or its insurers and the Company has and will maintain an appropriate contract of insurance.

5. Copyright and Confidentiality

- 5.1 The Customer the Client and the Purchaser acknowledge that the EPC is confidential and is intended for the personal use of the Client and/or the Purchaser. The copyright and any other intellectual property rights in the EPC shall remain the property of the Company. No intellectual or other property rights are transferred or licensed to the Customer the Client or the Purchaser except to the extent expressly provided in 5.2 below.
- 5.2 The Customer or Client is entitled to make copies of the EPC in accordance with the Regulations.
- 5.3 The Customer the Client and the Purchaser agree (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other proprietary marking which appears on the EPC.
- 5.4 The Customer the Client and the Purchaser agree on a joint and several basis to indemnify the Company against any losses, costs, claims and damage suffered by the Company as a result of any breach by any of them of the terms of paragraphs 5.1 to 5.3 inclusive.

6. Payment

Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay the price of the EPC specified by the Company without any set off, deduction or counterclaim. Unless the Customer has an account with the Company for payment for EPCs, the Company must receive payment for EPCs in full before the EPC is produced. For Customers with accounts, payment terms will be as agreed with the Company.

7. General

- 7.1 If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.
- 7.2 These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.
- 7.3 Nothing in these terms shall in any way restrict the Customer's, the Clients or the Purchasers statutory or any other rights of access to the information contained in the EPC.
- 7.4 The EPC is supplied subject to these terms and conditions
- 7.5 These terms and conditions may be enforced by the Customer, the Client and/or the Purchaser as appropriate

8. Appointments for Preparation of EPCs

- 8.1 Preparation of EPCs requires an inspection visit which will be arranged by appointment with the Client. If the appointment is cancelled by the Client on the day of the appointment for whatever reason, 50% of the fee payable for the EPC in question will still be payable to the Company.
- 8.2 If the Company is unable to obtain all information necessary to prepare the EPC on the day of the appointment due to the failure of the Client or the Customer to abide by his or her obligations under these terms, expenses which have been reasonably incurred may, at the Company's discretion, be charged.
- 8.3 The Company will be entitled, without liability to the Client, Customer or Purchaser, not to proceed with the preparation of the EPC if, after

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arriving at the Property, the DEA concludes that the type of construction and/or heating, ventilation, lighting installations are of a type that requires specialist knowledge and is outside the scope of a Level 3 DEA or the property is significantly different in construction type, conditioned space and/or size to the description given by the Customer

9. Warranty & Complaints

- 9.1 The Company warrants that the EPC will be prepared in accordance with all legal requirements and the requirements of the Regulations, the DEA's Accreditation Scheme and any relevant Code of Practice.
- 9.2 Except as expressly set out in Clauses 2.3 and 9.1, all warranties, terms & conditions, whether oral or written, expressed or implied by statute or otherwise which might have imposed obligations on the Company in relation to the EPC and the services being provided in relation thereto will be excluded to the fullest extent permitted by law.
- 9.3 The Company and DEA will provide a high level of customer care at all times. In the unlikely event of complaint, the Company will seek to resolve any initial complaint by telephone, email or in person as quickly as possible. Should the Customer, Client or Purchaser be unhappy with this response they should write to the Company (addressed to the Marketing Manager, Northumbrian Water Property Solution, Abbey Road, Pity Me, DURHAM DH1 5FJ) setting out full details of the complaint. The Company will respond within 5 working days of receipt of the written complaint. If the Customer, Client or Purchaser is dissatisfied with this response, the matter will be referred to a Senior Manager/Director of the Company. Our complaints handling procedure does not affect your legal rights.

10. Client and Customer Obligations

The Client and/or the Customer will, at their own expense, provide all such information and co-operation as is reasonably required to enable the DEA to prepare the EPC. This shall include without limitation:

- a) completion of a property enquiry questionnaire, providing accurate information requested about the Property;
- b) ensuring that all occupants of the building are made aware of the appointment and what it is likely to entail and that there is, at all times during the appointment, an adult present; and
- c) ensuring the DEA is provided with sufficient information about health and safety issues specific to the Property to enable measures to be taken to ensure the safety of the DEA whilst on the premises.

11. Insurance

The Company will maintain insurance cover in accordance with the requirements of the DEA's Accreditation Scheme.

12. Confidentiality & Data Protection

Subject to clause 14.1 and any other contrary legal obligation:

- (a) All personal information received from the Client and/or Customer will be treated as private and confidential and will not be disclosed to any other parties without consent
- (b) The Company and DEA will comply with their applicable obligations under the Data Protection Act 1998.

13. Force Majeure

Except for any payment obligation imposed on the Customer, no party will be liable for a delay in performing, or failure to perform obligations if that delay or failure is caused by circumstances beyond the reasonable control of that party.

14. Third Party Contractual Rights

The Client, the Customer and/or the Purchaser can enforce these terms, but no other party is entitled to benefit from them or rely on the EPC under the Contracts (Rights of Third Parties) Act 1999 or on any other basis

15. Applicable Law

The laws of England will govern these terms, and the parties submit to the exclusive jurisdiction of the English courts.

16. Regulation

The DEA is licensed under the Accreditation Scheme operated by:
ECMK Ltd of Talon House, Presley Way, Crownhill, Milton Keynes, MK8 0ES
Registered office: 3 Kensworth Gate, 200-204 High Street South, Dunstable,
Bedfordshire, LU6 3HS
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