

# HIP Busters

## Terms & Conditions for Domestic Energy Assessment (DEA), Energy Performance Certificate (EPC)

### Definitions

**Hip Busters** – HIP Busters is the trading name of HIP Busters. All references in these terms and conditions to us, our, we or similar shall mean HIP Busters.

**DEA** - Domestic Energy Assessor

**Client** - The owner of **The Property** for which the HIP and/or EPC is produced

**EPC** - Energy Performance Certificate (for existing domestic dwellings only)

**HIP** - Home Information Pack

**PIQ** - Property Information Questionnaire

**The Property** - The address/premises for which the **EPC** is to be produced.

**The Assessment** - The visit to The Property by the **DEA** for the purposes of producing the **EPC**

### DEA Survey

Our DEA 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.

Please note that I will be taking photographs of the property (internally and externally), and will require access to any loft areas. Please inform your Client of this requirement.

The report contains the following clear assumptions and limitations:

1. The assessor/surveyor advises the Client as to his opinion of the domestic 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 roof attic and upper areas are inspected from ground level or from a nearby available vantage point, together with flat roofs and loft attics, 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 attic/roof /chimney stacks etc. The roof void is inspected assuming a suitable access point if available, but household effects, or other items stored therein, will not be moved. No attempt will be made to open loft hatches that are locked or painted shut, or otherwise not able to be easily opened. No comment can be made upon the practicality of using the chimneys.
5. Wherever possible the fabric is examined for evidence required to produce the EPC 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, central heating, systems is made.
8. The Surveyor gives his opinion giving all reasonable professional skill and care provided, however that any liability of the Assessor/Surveyor 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. In any case the Assessor/Surveyor's liability shall not exceed the price paid for the EPC.
9. 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 there from shall be referred to and determined by a single arbitrator (hereinafter called "The Arbitrator") such arbitration to be held in Berkshire, "county" of England. Where payment of fees is incurred for arbitration, each of the respective parties shall be responsible for ½ of the total amount due.
  - a. The Arbitrator shall be appointed by agreement between the parties or in default of agreement the ABBE, (Award Body for the Built Environment).
  - b. 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.
  - c. 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.
  - d. 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.

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.
  - b. The Assessor/surveyor is under no duty to verify these assumptions.
11. 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.
12. 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.
13. 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.
14. Once completed, the 'EPC' will be lodged on the national EPC register, operated by Landmark, at: <https://www.hcrregister.com/ReportRetrieve>. The 'EPC' can be retrieved from the register using the unique Report Reference Number (RRN).

## Client Agreement

These terms apply to you or your Agents instructions. The terms are subject to English Law.

## Instructions

You shall submit your instructions to us by:

1. Completing the online instruction form on our website [www.hipbusters.com](http://www.hipbusters.com).

2. Completing the instruction form provided to you by us, or your agent, and returning it to us by post, e-mail or fax at the address below, e-mail address or fax number as appropriately set out in that form.
3. Via email (only for existing business customers)
4. By a third party Agent representing you.
5. Until you or your agent receives confirmation of your instructions from us in writing either by e-mail, fax or post there shall be no binding agreement between you and us.

## **Fees and Payment**

You agree that payment of our fees will be made in one of the following ways by you or your Agent:

1. Payment of all our fees immediately following our confirmation of your instructions; or
2. Payment of the total fee on the inspection date; or
3. Payment of all our fees within 30 days

Note that final obligation for payment is the responsibility of the Client. If any payment is not received by the due date, we shall be entitled (without prejudice to any other right or remedy) to charge interest on the outstanding amount from the due date at the rate payable on judgment debts (currently 8%) accruing on a daily basis; or to require payment on account of all or part of any deferred fees or third party payments; or to suspend our services to you until such payment is made.

When we receive instructions from, or on behalf of, more than one person or company to deal with any particular matter, the Client is fully responsible for payment of the full amount of our fees and expenses.

Money held by us on your behalf may be taken by us in payment or part payment of our invoices whether overdue or not.

## **Your Obligations**

1. If we attempt to conduct the survey as scheduled, and are prevented from doing so due to the fault of you, or your agent(s), or your Client(s), you will be obliged to pay our agreed fees in full. Any subsequent effort by us to survey the same property will incur our standard fees as if it is the original survey, including duplicate surveys.
2. You agree to be fully responsible for you or your Agents instructions.
3. We do not make any assessment, nor offer advice for the requirement of an EPC Survey for any property.
4. You shall provide us with such information and documentation as we may reasonably require enabling us to perform our obligations to you.
5. We may charge you for any additional reasonable costs and expenses incurred by us as a result of your failure to provide adequate information or instructions.
6. In the case of discounted fees, failure to make payment as above, or in the case of unpaid cheques or reversed charges, the amount due will revert to the standard fee schedule as published on our website, communicated to you in our written communication, or described below.

## **Your Agreement to Indemnify Us**

You agree to indemnify us against any liability or expense, which we are legally obliged to pay or incur as a result of acting for you.

## **Limitation of Liability**

1. We are obliged to carry professional indemnity insurance.
2. If any part of this Agreement is held to be ineffective, the remainder of this Agreement shall continue to apply.
3. You agree that our total liability is limited to the fee paid for the inspection – maximum liability £100.00.

### **Third Parties and Our Liability**

Advice given by us in the course of a matter is provided to you and you alone and only in relation to the particular circumstances of your instructions. We do not accept any liability for the use of any such advice by any other person without our express prior written consent.

### **Copyright Remains with Us**

*We retain all copyright, database and other intellectual property rights of the Energy Performance Certificate prepared by us, but where documents are prepared for your use, we grant you an irrevocable, royalty free licence to use those documents for the purpose for which they were prepared upon full payment of fees.*

### **Termination and Suspension of Service**

You may terminate your instructions to us in writing at any time, however, you agree that any fees due will be paid upon termination of your instruction. We may decide to suspend our service or stop acting for you only where we have reasonable grounds to do so. In this event, a written notice of our intention with an explanation of the reasons will be provided. If our instructions are terminated, we are entitled by law to retain your papers and documents if there is any money owing to us or there is any liability outstanding for which we remain without recourse.

In the event of termination a final invoice will be delivered which is payable upon receipt.

If any of our invoices are unpaid or any sums requested to be paid on account are not paid in accordance with our [Terms & Conditions](#), we cannot continue to act for you without being in breach of rules of professional conduct.

### **Storage and Destruction of Papers & Documents**

Your documents will be retained for a minimum of six years on the understanding that we have your authority to destroy it after this period of time. We do not normally charge you for retrieving papers or documents from storage if it is in relation to continuing or new instructions. However, we reserve the right to make a charge, other than in such circumstances, based upon time spent producing stored papers or documents together with time spent reading, corresponding, or other work necessary to comply with your instructions. Data retrieval for documents over 2 years old will incur a minimum fee of £25.00.

### **Data Protection**

We will need to store personal information about you in order to provide you with these services, and may disclose that information to third parties in the course of acting for you. This information will not be passed to any third party for marketing purposes. In the case of limited companies and similar organisations, please note that we may keep personal information about individuals involved in the company for the same reasons. Please ensure that any staff to whom this may apply are informed of this. Information stored for marketing purposes will only be used as a means of contacting your organisation.

### **Confidentiality**

If your instructions to prepare a Energy Performance Certificate on your behalf have come via your Agent whom you have instructed to sell your property, your acceptance of these terms and conditions will be treated by us as your authority for your agent to follow the progress of its preparation and to be kept advised of the progress of the pack. Please note that your agent will have no access to your file itself, which will be kept confidential at all times.

### **Consumer Protection (Distance Selling) Regulations 2000**

You agree that you will not have the right to cancel your agreement with us under Regulation 10 of the Consumer Protection (Distance Selling) Regulations 2000 (or any amendment or re-enactment thereof) (the "Regulations") once we have commenced work on your behalf, with your agreement; and you expressly agree that we may commence work immediately after we have received your instructions and before the expiry of the cancellation period given by the Regulations.