

Terms of Business – Energy Performance Certificates

These terms and conditions of business represent the agreement between the Parties for non-exclusive engagement of the services offered by Joanna Cox or her appointed accredited Domestic Energy Assessor. No variation of these terms shall be made without mutual consent of both Parties.

It is important that the Client reads and fully understands this document as it establishes the working relationship between the Parties. The Client is encouraged at any time to seek clarification on any matter contained in this document by contacting Joanna Cox.

Definitions

1. "Energy Assessor" shall mean the sole trader Joanna Cox or her appointed accredited Domestic Energy Assessor T/A JCB Property Management Services, PO Box 588, Rochester, Kent, ME1 9FB.
2. "Client" shall mean the individual person or corporate entity that engages Joanna Cox to provide EPCs either on their own behalf or on behalf of an identified third party subject to these terms of business.
3. "Agreement" shall mean the contracted engagement by the Client of the services offered by Joanna Cox pertaining to the provision of EPCs subject to these terms and conditions.
4. "EPC" shall mean an Energy Performance Certificate produced by a certified and accredited Domestic Energy Assessor in accordance with an approved Certification Scheme and lodged in the Landmark register.
5. "Property" shall mean the property for which the EPC is produced.
6. "Energy Assessment" shall mean the process of obtaining information at the Property necessary for the production of an EPC.
7. "Third Party" shall mean any individual person or corporate entity made party to the engagement of Joanna Cox by the Client as detailed above and including but not limited to an estate agent, solicitor, conveyancer, search provider, any third party being similarly subject to these terms of business upon being made party to the engagement of Joanna Cox by the Client.
8. "Fees" shall mean the professional fees of Joanna Cox as detailed in writing or in person at any time for any service provided therein.
9. "Certification Scheme" shall mean a body approved by the DCLG to certify and license Domestic Energy Assessors under the provisions of the Housing Act 2004.
10. "Engagement" shall mean the request by the Client, on its own behalf or on behalf of any Third Party, made to Joanna Cox to engage the services of Joanna Cox as defined herein and subject to acceptance by the Client of these terms of business. Such acceptance shall be considered as so confirmed by any request, query or any other correspondence to Joanna Cox from the Client, or any relevant Third Party detailed by the Client, pertaining to any particular service following receipt, via any written or verbal medium, of these Terms of Business.

Engagement

Immediately upon the Client's engagement of Joanna Cox or her appointed accredited Domestic Energy Assessor to produce an EPC, the Client agrees to the terms of this agreement and further the Client agrees and accepts that

Joanna Cox or her appointed accredited Domestic Energy Assessor is under no obligation to commence or undertake any work in respect of that EPC until such requested initial information and/or data has been received and passed as satisfactory by Joanna Cox or her appointed accredited Domestic Energy Assessor. Joanna Cox or her appointed accredited Domestic Energy Assessor will provide the required EPC for the Client. In the interests of clarity, acceptance of these Terms of Business is required only once from the Client and any subsequent communication by the Client to Joanna Cox pertaining to any application will be similarly binding upon the Client.

The Client agrees, upon engagement of Joanna Cox or her appointed accredited Domestic Energy Assessor, to provide any data as may be reasonably requested by Joanna Cox or her appointed accredited Domestic Energy Assessor for the purposes of producing an EPC, and to make any third party aware of its similar obligations to do so.

The Client agrees that any information or documentation provided to Joanna Cox or her appointed accredited Domestic Energy Assessor shall be true and accurate. Further the Client hereby indemnifies Joanna Cox or her appointed accredited Domestic Energy Assessor for any loss or damage Joanna Cox or her appointed accredited Domestic Energy Assessor may suffer directly or indirectly as a result of the Client, such loss or damage including but not being limited to the legal costs of defending any civil claim or criminal penalty against Joanna Cox or her appointed accredited Domestic Energy Assessor arising from the Client's breach hereof.

The Client agrees that Joanna Cox may use the services of another local Domestic Energy Assessor, suitably qualified, accredited and insured, to produce EPCs on behalf of Joanna Cox, as and when necessary.

The Client accepts that Joanna Cox charges fees for its services. Such fees will have been clearly identified to the Client.

Any time or work undertaken to pursue or retrieve any fees due to Joanna Cox shall represent billable time based upon Joanna Cox's rate of £30 per hour. Such fees shall not exceed the Fee for the EPC.

It is accepted by the Client that upon engagement Joanna Cox 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 Joanna Cox including but not limited to delivery of these terms of business. At no time shall the Client hold legitimate claim against Joanna Cox under the conditions in this clause.

The Client accepts that where Joanna Cox offers any terms of deferred payment or payment in abeyance, these offers are subject to the Client following the advice and due processes of Joanna Cox.

Joanna Cox will reschedule an appointment for an Energy Assessment that is cancelled through no fault of Joanna Cox or her appointed accredited Domestic Energy Assessor. The Client agrees that Joanna Cox or her appointed accredited Domestic Energy Assessor reserves the right to refuse the instructions for an EPC upon a second such cancellation.

Fees and Payment

Whilst Joanna Cox may offer EPCs for reduced fees in some cases, this is at Joanna Cox's absolute discretion, and this service may be withdrawn at any time and for any reason. Joanna Cox will give the Client due notice of Joanna Cox's intention to stop providing EPCs at reduced rates and clarify any charges that may apply in its stead.

Payment and method of payment of Joanna Cox's fees and any other relevant remuneration under this Agreement shall survive the termination of this Agreement .

The Client agrees to pay to Joanna Cox such fees as are detailed to the Client for the provision of an EPC.

The Client agrees to pay any fees due before the Client receives confirmation that the EPC has been produced and lodged with the Certification Scheme, or within some other period agreed by the Parties as indicated on such invoices.

Any cancellation, delay or other default of any such payment shall incur interest at the rate of 5% above the base rate of Lloyds TSB Bank.

As and when any relevant Government authorities or other bodies amend their fees or charges, Joanna Cox reserves the right to in turn amend such charges to the Client irrespective of any quotes undertaken by Joanna Cox prior to or upon engagement by the Client. Such charges are in addition to fees and charges stated herein.

From time to time, discounts may be offered including but not limited to repeat business. In no way does any discount qualify or guarantee the Client future or indefinite discounts save for the terms of this Agreement . Quoted discounts shall be honoured by Joanna Cox only once written agreement has been received and both engagement and ongoing or balance fees are paid by the Client as detailed herein.

The Client undertakes not to withhold any payment due to Joanna Cox arising out of any service hereunder on any grounds, including the existence of any dispute between the Client and Joanna Cox or any other party regarding an application or any other matter.

Liability

Joanna Cox recognises the Client’s statutory rights. Joanna Cox or her appointed accredited Domestic Energy Assessor 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 Joanna Cox’s liability shall be limited to the amount of our Fees received by Joanna Cox in respect of any EPC from which such liability may arise.

Joanna Cox or her appointed accredited Domestic Energy Assessor shall not be liable for any loss or damage whatsoever that the Client may suffer as a result of Joanna Cox or her appointed accredited Domestic Energy Assessor being unable to fulfil any of it’s 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 of God.

General

It is accepted by the Client that, where there is any third party involvement outside the control of Joanna Cox or her appointed accredited Domestic Energy Assessor, such as any Government or regulatory body, the performance in time of Joanna Cox’s obligations hereunder may in turn be affected by that third party’s timekeeping. In the interests of clarity this means that Joanna Cox or her appointed accredited Domestic Energy Assessor 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.

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 Joanna Cox or the Client or any Third Party. The provisions of this Agreement concerning remuneration and limitations of liability shall survive its termination.

Any notices to be served hereunder may be served upon Joanna Cox at PO Box 588, Rochester, Kent, ME1 9FB, and any notices to be served upon the Client or any Third Party may be served upon those parties at the last address notified by them to Joanna Cox as being their places of business or address for service, service being deemed to have been effected 7 days after posting by inland post, 14 days after posting from outside the United Kingdom, or 2 days after transmission by facsimile or email.

Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by the Client without the prior written consent of Joanna Cox.

The unenforceability of any part hereof shall not affect the enforceability of the balance hereof.

Signed (client)

Print Name

Date

Signed on behalf of JCB Property Management Services

.....

Date.....