

Terms of Business Relating To Commercial Energy Assessment Instructions

RE: (Address) _____

- Appointment** The client hereby appoints 3H Property Consultants Ltd (3H) to carry out an inspection of the subject property for the purposes of providing an energy performance certificate (EPC) for this commercial building. 3H may employ the services of one of their own qualified CEA's (Commercial Energy Assessor) for the task but reserve the right to appoint a 3rd party to carry out the inspection should this be necessary.
- Qualifications** The inspection and the issue of the EPC will be undertaken by a qualified Commercial Energy Assessor (CEA). The qualifications of the inspector can be verified on the Dept. of Communities & Local Government (DCLG) website: www.hcrregister.com
- Duty of Care** 3H recognise that they have a duty of care to the client which gives an obligation to act with all reasonable skill and care in providing the inspection service and report. 3H recognise their obligation to follow client's reasonable instructions, so long as they do not conflict with legislation or professional regulation. 3H hereby confirm that they hold professional indemnity insurance in relation to the services they provide.
- Client Obligations** The client hereby confirms consent to pay the agreed fee for the assessment, as separately documented. The client, his agents and/or representatives, will be responsible for providing as much requested information as possible in order to facilitate the provision of the service and for providing full and safe access to the property.
- Payment & Cancellation** Payment for the service is due prior to the issue of the EPC. If for any reason the EPC is issued prior to receipt of payment, then the issued EPC shall remain the property of 3H, and shall not be relied upon or utilised by the client or *any* third party until such time as payment is received.

If the client should withdraw instructions prior to both the inspection and the issue of the EPC, then 15% of the agreed fee will be due. If instructions are withdrawn prior to issue, but following inspection of the property, then 65% of the agreed fee will be payable. If the EPC has been produced and lodged, then the full fee will be payable.

Timing

The process culminating in the issue of an EPC involves not only an on-site inspection but also variable research and calculation elements. This means that the service can not be provided to a strict timetable. 3H therefore only undertake to carry out the inspection within a reasonable time period, and produce the EPC within a reasonable time thereafter. 3H will not be responsible for any delays caused by the client, his agents or representatives: failing to produce required or requested information, or producing inaccurate or erroneous information.

Complaints

Any complaints about the services provided by 3H should initially be referred to the Company itself, which has a formal complaints procedure which is structured to allow for ultimate referral to the relevant accreditation body. English law will apply to all parts of this agreement, and in the event of any dispute or legal proceeding arising between 3H and the client or any third party relying on the EPC, the English Courts will have sole jurisdiction over the matter in question.

		Date
Signed for 3H Ltd		
Signed for Client		