

## Terms & Conditions

These terms and conditions cannot be superseded without the express permission of a director of Building & Energy Assessments Ltd ("BEA").

### 1.0 Building & Energy Assessments

1.1 BEA will provide a quotation for their services and by accepting the quotation the Client agrees to the Terms and Conditions detailed herein.

1.2 The Client agrees to provide any such information (including that specified in the quotation) and / or data as may be reasonably requested by BEA for the purposes of carrying out assessments, and to make any third party aware of its similar obligations and that any information or documentation provided to BEA shall be true and accurate.

1.3 All energy assessments are undertaken in line with their Accreditation Bodies requirements and code of conduct.

1.4 BEA will request certain information, in relation to the property(s). Until such requested information and/or data have been received, BEA is under no obligation to commence or undertake any work in respect of the production of an EPC.

1.5 Where information is absent or incomplete, assumptions may be made by the assessor and if subsequently are required to be changed, additional fees may be incurred.

1.6 Design stage assessments will be undertaken with 15 working days following receipt of full payment

### 2.0 Fees & Payment Terms

2.1 A written instruction is required before any assessment and/or calculations are commenced and must include the person(s) or company's contact information (name, address & email address) who will be responsible for payment of fees.

2.2 Upon acceptance of the quotation, an invoice will be issued for payment.

2.3 All fees are to be settled within 1 day from the date of the invoice, unless otherwise agreed.

2.4 Changes to the proposed scheme after design stage or other calculations have been completed or for additional calculation runs are required for alternative designs and/or specifications, will be subject to additional fees at an hourly rate or part thereof, of £45.00.

2.5 If significant changes are made to the proposed scheme between design and as built stages requiring further calculation runs or advice on measures to comply with the Building Regulations will be subject to additional fees at an hourly rate or part thereof, of £45.00.

2.6 Where additional fees are incurred, these are to be settled within 5 working days of invoice date.

2.7 The fees for any properties not completed within 12 months of Design Stage Assessments will be reviewed on an annual basis or when as built stage is reached.

2.8 No certificates or calculations will be issued where an outstanding balance remains on the account.

2.9 Interest will be added to all overdue accounts at a rate of 7.5% over base rate with a minimum late payment charge of £40.00.

### 3.0 Force Majeure

3.1 Except for any payment obligation imposed on the Client, neither party will be liable for a delay in performing, or for a failure to perform, obligations if that delay or failure is caused by circumstances beyond the reasonable control of that party.

### 4.0 Insurance

4.1 BEA will maintain Professional indemnity insurance of £1,000,000.

### 5.0 Confidentiality & Data Protection

5.1 Subject to any other contrary legal obligation:

- a) All personal information received from the Client will be treated as private & confidential, and will not be disclosed to any other parties without consent.
- b) BEA will comply with his or her obligations under the Data Protection Act 2018, and the Client is entitled to see any Personal Data held by BEA in respect of the Client.

#### **6.0 Liabilities**

6.1 BEA will not be liable for any special, consequential or indirect damages, loss of profits (including direct loss of profits), loss of business, loss of revenue, loss of goodwill or loss of anticipated savings arising out of or in connection with the Terms.