



#### Terms and Conditions of Business

1. We undertake to provide you with Energy Consultancy Services, associated with the production of Energy Performance Certification, a requirement of the European Directive 16/12/2002, on the Energy Performance of Non-Dwelling Buildings or any other related consultancy services agreed between the two parties.
2. We shall exercise reasonable skill, core diligence, approved methodologies and software tools in the performance of the services.
  - **What the Survey Includes:** The survey is for the purposes of producing an Energy Performance Certificate ("EPC"), which provides an "asset rating" for a building and a recommendations report the aim of which is to advise on practical cost-effective measures which, through time, will improve the buildings energy efficiency.
  - **What the Survey Does Not Include:** The structure and fabric condition of a building will not be reported in detail. There will not be a specific report for the condition or efficiency of any plant, or machinery, which uses power to condition the building.
  - **What the Surveyor Will Do:** The surveyor will undertake a survey of the building, take measurements and record all the devices which condition the building, ask questions and take notes relevant to the EPCs. The surveyor will only use approved methodologies and software tools to produce the certificate and report. The surveyor will work in a safe environment and manner, mindful of the safety of others and self. The surveyor will maintain confidentiality of the Client's data, and store Client's data in a safe place, providing access to the data for interested parties to reference, or view. They surveyor will inform the Client, at the earliest opportunity, of and potential conflict of interest and await Client's instruction
  - **The Surveyor Will Not:** Produce a report on the buildings fabric condition, or a detailed report on plant or machinery in connection to producing an EPC and recommendations Report. The surveyor will not disclose confidential information or data to any third party, or entity, without prior consent from the Client. The surveyor will not respond to any pressure, who ever from, to produce an inaccurate EPC.  
The surveyor will report any undue pressure exerted by the Client and or its employer or agents, by letter or e-mail, to the Client and the appointed officer at work, or regulatory body.
3. We shall carry out the service in a reasonable time, subject to the availability of key information, necessary to produce an EPC. We will exercise reasonable endeavours to comply with any agreed programme. You shall supply us with all relevant data and information available to you that may assist with the survey and shall provide such assistance, decisions and access as may be reasonably required by us in undertaking our services.



4. The appointment is personal to you and non-assignable and we do not accept any third party liability.
5. The basis of our fees for individual instructions will be agreed between the parties and will normally be quoted on a fixed fee basis expressed as a lump sum. Where work cannot be precisely be defined, fees will be calculated on a time basis at rates agreed between the two parties.
6. Our fee of £[ ] is quoted exclusive of Value Added Tax, which will be added to our fees at the rate in force at the date the fees are rendered.
7. Unless stated otherwise, our quoted fees will not include disbursements incurred in discharging the instruction such as travel, subsistence, photograph, printing, binding, certificate registration and postage. Where disbursements will be charged, in addition to the fees, including but not limited to equipment hire, specialist testing, bulk printing, etc. This will be confirmed in writing, and the expenses charged at cost as disbursements.
8. Our fee invoices are due for payment in full on presentation of the certificate and Recommendations report.
9. In accordance with the late Payment of Commercial debts (Interest) Act 1998, we reserve the right to charge interest at 3% above the Bank of England's prevailing Base Rate, on any fee invoice that is not paid within 28 days of issue of the invoice.
10. We undertake to maintain Professional Indemnity and public Liability Insurance, relating to our services.
11. You may terminate or suspend our services at any time, by giving 7 days written notice. All monies due for completed works prior to receipt of such notice shall be paid in accordance with our payment Terms noted herein.

#### **OUR "CODE of CONDUCT"**

Welcome to our Code of Conduct, which sets out the conditions that both Greenleaf Commercial and the Client needs to satisfy to enable the buildings energy assessment survey to be carried out.

Greenleaf Commercial (the "Company"), will undertake an EPC survey, for the sum agreed (£ [ ] plus VAT).

The surveyor/s will attend your property on the date and time agreed suitable for both parties. An EPC survey will be carried out in a professional manner, with no or minimal cosmetic damage furnishings, carpets, ceiling tiles or operational equipment.

The surveyor will require access to areas of your building/premises to take measurements, photographs, notes and relevant information on conditioning plant and machinery. If you have a company policy relating to taking of photographs, please inform the surveyor and they will endeavour to comply with this policy.



**N.B.** it is your responsibility to provide reasonable access for the assessor, we cannot accept liability for cosmetic damage to décor, tiling, carpets etc, resulting from a survey.

It is the responsibility of both parties to adhere to appointment times, and to inform each other if circumstances require a change in date and or time. This can be done by phone, text, e-mail or letter. Failure to do so in a timely manner will be a breach of the contract and, as a result, you might be charged for the abortive visit.

To carry out the survey, the surveyor may need access to spaces which are not normally accessed by staff, such as boiler/plant rooms, meter cupboards or secure/locked store areas, or above suspended ceilings or below floors. It's best the surveyor is accompanied by a suitable person to gain access.

The Company will keep any data deemed confidential secure and accessible to interested parties or bodies.

On completion, the surveyor will produce the EPC certificate and Recommendations report, based on the iSBEM methodologies to provide the building's asset rating between A to G.

#### **Roles and Responsibilities:**

##### **The Client will:**

- Provide secure access to the building including plant rooms, stores, etc.
- Provide floor plans, metered utility data and, if required, information on conditioning plant or machinery necessary to complete a report.
- Provide access to, or information on, conditioning plant in inaccessible areas such as under the floor, or above suspended ceiling areas.
- Provide information on lighting where lamps are enclosed in security casings such as obscure plastic or wire protectors.
- Provide access to maintenance records, or log books, to help with conditioning plant and maintenance information.
- Reasonably provide a safe environment for the surveyor/s to conduct the survey.
- Provide, if known, or can be reasonably ascertained, building details such useful floor areas, age, etc.
- Keep the EPC certificate in safe storage, and make it available to interested parties in a timely manner.

##### **The Company will:**

- provide suitably qualified personnel to undertake a non-dwelling EPC survey.
- take and keep accurate site sizes, notes and information on your data.
- have sufficient insurance/s in place.
- work within agreed timescales, subject to the availability of key data.
- carry out a survey in a professional, responsible and careful manner.



- maintain confidentiality of Client's data at all times.
- Use internet as a research resource, where information on plant is not readily available on site or from maintenance records.
- deal with any reasonable Client request or complaint, according to published procedures.
- produce an EPC certificate and associated Recommendations Report, using only approved methodologies and software tool, iSBEM.
- inform the Client, or interested parties, if there is a potential conflict of interest, e.g. personal, family or financial connections.

**Contract for the provision of services in relation to an EPC and Recommendations Report.**

Client name: [ ] (the "Client")

Client Address: [ ] (the "Building")

Cost of Service: £[ ] plus VAT (including the registration fee in the sum £50.00)

Client Signature:

Print Name:

Position:

Date:

Signed on behalf of  
Greenleaf Commercial  
(the "Company"):

Date: