

# Free Preliminary Report and Premium Report Terms & Conditions

## GENERAL

### 1. The Service

The Service is provided by EPA (Energy Performance Advice Limited) utilising its proprietary software ePIMS (Energy Performance Integrated Management System) and comprises the provision of either a free preliminary free digital report of the current energy performance of your property together with recommendations of how the energy performance can be improved “the preliminary free report”, or a premium, paid for, digital report of the property, together with recommendations of how the energy performance can be improved, in line with the client's stated priorities for that particular property “the premium report”.

### 2. What information we rely on

We rely on the information provided by the client's current EPC (Energy Performance Certificate) or, in the case of the premium report, either an existing EPC (if no relevant changes have been made to the property since the EPC was originally commissioned), or a new EPC commissioned as part of the client's premium report. We also rely on any additional information the client may provide.

### 3. Limitations of the Service

Neither the free preliminary report or the Premium Report referred to in these terms is to be treated as a Building Survey. They will not report on the condition of the fabric or structure of the building or provide options to the client for remediation for any identified defects. If the client requires a ‘Building Survey’ it is advised that a Member of the Royal Institution of Chartered Surveyors (RICS), who is competent to survey, value and report upon the property, is engaged.

Neither the free preliminary report or the Premium Report include a Heat Loss Survey or Thermographic Assessment. However, these can be provided upon request by the client, for an additional fee, subject to supplier availability.

### 4. Unforeseen Building Structures/Incorrect Data

The accuracy of the reports are contingent on the EPC data and findings, and client input. When it is not feasible to get access to a part of the property, assumptions will be made on the construction of the inaccessible portions based on the requirements governing the issue of EPCs, which is usually based on Building Control regulations at the time of construction. No liability is accepted for any inaccuracies contained within the EPC, any assumptions made or client-supplied information.

## **5. Payment Terms**

The client agrees to pay the agreed-upon fee for the premium report and any additional charges. The Premium Report cost must be paid in advance of the Service. There is no charge for the free preliminary report.

## **6. Cancellations.**

Once ordered, no refund of any payment made for the Premium Report is due on cancellation. However, if the client does wish to cancel, we may, at our discretion, refund the payment made less any costs incurred plus a £25 (plus VAT) administration fee.

## **7. Liability**

7.1. The reports are entirely for the client's use, and no responsibility is assumed for anybody else or for any other intended use other than to inform the client of the options for a property. We are not responsible for any design or installation work conducted based on the guidance provided in any report document.

7.2 Whilst every effort is made to ensure the accuracy of the information provided within the free preliminary report or the premium report, we accept no liability for any losses incurred in the event that, following any works being carried out, the EPC points awarded are fewer than those estimated within the premium report or if energy costs savings are less than those estimated within the free preliminary report or the premium report.

7.3 In the event that, despite the above, we are held liable for any losses incurred then, to the extent allowed by law, our liability shall be limited to the cost to the client for commissioning the free preliminary or premium report.

## **8. Complaints**

Any complaints should be emailed to [info@epims.co.uk](mailto:info@epims.co.uk)

## **9. Independence.**

EPA is financially autonomous from suppliers and manufacturers. We provide no guarantees or warranties in respect of any products referred to or advertised in our report.

## **DESCRIPTION OF THE SERVICE**

### **A The Premium Report Service**

#### **A1**

Comprises a digital report outlining the current energy performance of the client's property based upon the information we have available. The premium report will be issued in response to the client's desired objectives, where epIMS will provide a list of recommendations in the order that will best achieve said objectives. The recommendations in the premium report will provide information such as expected cost of installation, expected savings on your energy bills, reduction in carbon footprint and likely EPC points earned towards improving the property's EPC rating.

#### **A2**

The premium report will also include a "Toolbox" of useful information and templates to guide the client through the procurement and installation processes of the retrofit works the client decides to proceed with

### **B Energy Performance Certificate**

#### **B1**

If the premium report is ordered, and no relevant changes have been made to the client's property, since the current EPC was commissioned, we shall contact the original assessor to provide a copy of the data that was used to create the existing EPC. We will pay the original assessor a fee for providing this information, which payment is included within the cost of our premium report.

#### **B2**

If a premium report is ordered and the property does not have a current EPC or changes have been made to the property, which would render the current EPC obsolete, we will commission a new EPC with a local assessor on the client's behalf. We will be responsible for the cost of this new EPC and said cost is included within the cost of the premium report and is not an additional cost.

## **C The free Preliminary Report.**

### **C1**

The free Preliminary Report will provide the client with general information regarding the energy performance of the client's property based on its current EPC and/or information provided by the client.

### **C2**

The free Preliminary Report will give general advice on improvements that can be made, in accordance with those appearing in the property's current EPC or information provided by the client. These recommendations, prices and savings will be based on prices at the time the EPC was commissioned and we accept no responsibility in respect of the prices and savings quoted. If available and, inter alia, to advise on Grant funding available, we will also provide information on the "Council Tax" band of the property, based on publicly available information and we accept no responsibility for the accuracy thereof. Where recommendations are based on information provided by the client, we accept no responsibility for the accuracy of the information given.

## **D The Premium Report**

### **D1**

The premium report will provide the client with sufficient information to make well-informed judgments on what works they may wish to undertake to make their property more energy efficient.

### **D2**

There are many ways to improve the energy performance of a property and the report will explain what is involved in each by providing: -

- a) A brief overview and explanation of each method
- b) An assessment of the disruption level applicable
- c) The pros and cons of that particular method
- d) Any alerts of issues that need to be considered
- e) A description of what is involved in a typical installation

- f) Materials most commonly used
- g) Likely costs of installation (averaged)
- h) Energy cost saving pa
- i) Number of years payback
- j) Number of EPC points likely to be earned
- k) Any Grants, which may be available

### **D3**

Recommendations will be made based on the latest available quantifiable information, software, and knowledge of materials and systems.

## **Contract**

1. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy. We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.
2. Energy Performance Advice Limited do not hold or process any of your payment data nor do we have any access to it. Any payment transactions will be encrypted using SSL technology and authenticated by Stripe. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.
3. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.
4. We take all steps, reasonable necessary to ensure our software and emails are free of viruses, but accept no responsibility in this regard. Similarly, where we provide a link to advice or suppliers, we will only link to known, reputable entities but do not accept any liability regarding cookies or viruses, which may be resident on their websites.

5. These terms and conditions are the entirety of any agreement between the client and EPA

6. These terms and conditions shall be interpreted in accordance with the law in England and Wales