



## **TERMS & CONDITIONS**

These are the terms and conditions for our supply of any commissioned Home Information Pack (HIP), Home Condition Report (HCR), Energy Performance Certificate (EPC) or any other service by Full HIP. By ordering a HIP, HCR, EPC or other service you agree to be bound by these terms and conditions. Your statutory rights are not affected.

### **1. Information about us.**

1.1 Cumbrian Energy Assessors is a company formed as a result of the new requirement in 2007 by our Government to require the compilation of a HIP prior to marketing a home for sale in England & Wales. (Interim arrangements apply during the transition period between 1st Aug, 2007 and 1st April, 2009.)

### **2. Your Status**

2.1 By commissioning a HIP, HCR, EPC or other services which may be provided through our company, you warrant that: (a) you are legally capable of entering into binding contracts; and (b) you are at least 18 years old.

### **3. How the contract is formed between you and us.**

3.1 After you request details of costs for the preparation of a HIP, HCR, EPC or other Service we will respond to you by booking in an appointment time and date for the on-site assessment, a letter of Engagement will then be sent out to you either via email or post. In addition to this letter you will also receive a copy of these terms & conditions, by signing the bottom of the T&C's you are agreeing to proceed with the order.

3.2 If you have asked us to supply more than one Service, the same acceptance procedure will apply to each individual Service provided by us.

### **4. Price and Payment.**

4.1 The price of any Service is as stated in the Letter of Engagement which we have sent you or as stated on our website for on-line sales. If appropriate to the Service these prices include electronic delivery to you via e-mail plus a hard copy. Additional charges may apply if you require additional copies of a HIP, HCR, EPC or any parts of the HIP supplied to you.

4.2 If you have been quoted an incorrect price by us in error for any of our services, we will try to meet the price quoted, however, we are not obligated to supply you with the Service at the incorrectly quoted price.

4.3 Payment for any service by us will be made in advance of final delivery of the service. Exceptions to this term will be by prior arrangement only.

4.4 Our fees for preparing a HIP, HCR or EPC are based on information you have supplied to us. There may be additional costs if you have supplied us with incorrect information or incomplete information. An example of this could be where you have told us that the land is registered, but in fact the land is not registered.

4.5 In the event that we need to obtain additional information or third party reports on your behalf in preparation of a HIP, HCR or EPC we will notify you by e-mail or letter by post informing you of any additional charges. We will not incur additional costs until you confirm that you agree and require us to proceed.

4.6 Any delay by you to approve any additional charges may result in a delay of our preparation of a HIP, HCR or EPC.

4.7 If you decide to cancel your order as a result of any additional charges the conditions in the Rights of Cancellation section apply.

### **5. Rights of Cancellation**

5.1 As a consumer you have a cooling-off period in which you can withdraw from the contract for any reason, subject to the provisions in 5.2 below. This cooling-off period ends 5 working days from the day after you accept our Terms and Conditions which is a condition of the acceptance of our service. If you wish to cancel your order you must notify us within the prescribed period by written letter by post.

5.2 If you are a consumer, the cooling off period and the right to cancel will not apply where the Company has already provided you with the service ordered unless it is within 5 days of the original order.

5.3 We adhere to The Consumer Protection (Distance Selling) Regulations 2000 regarding the protection of consumers in respect of distance contracts. Through this regulation, customers in the EU have the statutory right to withdraw from the purchase of a service from our web site within seven working days of making a payment. This is known as the cooling off period. Where we have provided services before the usual seven working day cooling off period expires, the customer loses the right to cancel under the terms of The Consumer Protection (Distance Selling) Regulations 2000.



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5.4 Contracts cancelled by you within the cooling-off period will be refunded in full, excluding any costs incurred on your behalf in initiating the service you have ordered.

5.5 We will usually refund any money received from you using the same method originally used by you to pay for your purchase. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we received your cancellation.

5.6 Any cancellations or refunds outside the conditions above will be at our discretion.

5.7 If you exercise your right to cancel a contract we reserve the right to charge you for any costs incurred by us in obtaining Third Party Reports on your behalf prior to the date of cancellation of the contract.

### **6. Information provided by you to us.**

6.1 In the case of HIP's, HCR's and EPC's you will be asked to provide us with information about your property that we deem necessary to provide the required service. The specific questions we ask will vary from property to property.

6.2 You may incur additional charges in obtaining information to send to us for our inclusion in a HIP. An example of such costs (but not limited to) might be information required for unregistered properties, Landlords or Managing Agents charges for providing a copy of a lease and other leasehold information. Any such costs are not included in our charges.

6.4 Your contract for any of our services will normally be fulfilled by delivering to you the required document(s) within the period stated on the Letter of Engagement supplied to you. Due to uncertainty in Search supply times and other information obtained from 3rd parties it may not always be possible to confirm a delivery date of a HIP on the Letter of Engagement. In this case you will be updated as soon as we have the information.

6.5 We shall not be responsible for delays owing to holiday periods or other causes outside our reasonable control.

6.6 We shall take every care in respect of documents supplied to us however, we shall not be liable for any losses of any customer information forms sent to us and you are advised to take copies of all items prior to sending them to us.

6.7 Some of the Information provided by you to us will form part of the publicly available HIP, HCR or EPC upon which reliance may be made by potential or actual buyers, tenants, mortgage lenders and other interested parties. It is imperative that all information provided by you to us is as accurate and complete as possible. You may be held liable for any false, misleading, inaccurate or incomplete information you provide.

6.8 You agree to notify us immediately if you become aware of any information that you have provided to us is incorrect, inaccurate, false or misleading.

6.9 If you supply us with incorrect information which results in us cancelling the service you have ordered, you will still be liable to pay any fees incurred by us in providing that service.

### **7. Third Party Reports**

7.1 You acknowledge and agree that during our preparation of a HIP for you, it will be necessary for us to obtain reports from third parties on your behalf in relation to the property for sale.

7.2 Where we obtain Third Party Reports on your behalf, you acknowledge that we do so as your agent and we shall be permitted to disclose any information required to the relevant party from whom we obtain any Third Party Report acting on your behalf. You acknowledge that we cannot be sued in connection with any information supplied by a Third Party.

7.3 We will at all times endeavour to obtain any required Third Party Reports for you from suitable parties whom we believe to have a suitable level of competence and professional standing. You acknowledge that we are not liable for the contents of any Third Party Reports or any errors or omissions within any such Report or any delay by any Third Party in providing any such Report.

### **8. Our Liability**

8.1 You agree that Cumbrian Energy Assessors are not responsible for any Data that you lose from any e-mail we have sent you although we will where possible re-submit any such Data to you by e-mail free of charge. You acknowledge that you have the means to back up and save any Data sent by us to you by e-mail and you acknowledge that you have retained a copy of any Data that you have sent to us by email.

8.2 We shall not be liable for any use made of any HIP, HCR or EPC or any information contained in it by third parties after your ordered HIP, HCR or EPC has been made available to the public by any means.

8.3 Subject to clause 8.4, our entire liability to you in respect of these terms and conditions or any contract shall be limited to the level of our insurance cover which may vary from time to time.

8.4 Clause 8.3 does not include or limit in any way our liability in respect of Statutory Liability.

8.5 We accept no liability for any loss of income or revenue, loss of business, loss of profits, loss of contracts, loss of data, loss of time or any consequential loss or damage of any kind whether caused by breach of contract, negligence or otherwise.



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### **9. Communications**

9.1 You agree to electronic means of communication and you acknowledge that all contracts, information and notices that we provide to you electronically comply with any legal requirement that such communications be in writing.

### **10. Cancellation by us**

10.1 We reserve the right to refuse to accept your order for any reason, and we do not have to give you a reason why we have refused your order, although we will normally do so.

10.2 We reserve the right to cancel our contract with you at any time if you give us reasonable grounds to believe that you have supplied us with incorrect, false or misleading information or if we believe you may do so in the future. If we cancel our contract with you we will notify you by e-mail or letter by post.

### **11. Unexpected Events**

11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract caused by events that are outside of our reasonable control.

11.2 Examples of these events could be (but not limited to) outbreak of Civil War (whether declared or not), National power outages, industrial disputes, extreme weather conditions, theft of equipment and hostile Computer acts.

### **12. Notices**

12.1 All notices given by you to us must be given to us as per the contact details on our website.

12.2 We will give any notices to you from us by e-mail or letter by post.

12.3 We will deem any notices given by us as received and served 24 hours after an email is sent or 3 working days after a letter has been posted by us.

### **13. Severability**

13.1 If any of these terms and conditions or any of the provisions of a contract are deemed by any competent authority to be invalid, unlawful or unenforceable, such term, condition or provision will to that extent be severed from the remaining terms and conditions, which will continue to be valid to the fullest extent permitted by law.

### **14. This Document**

14.1 Cumbrian Energy Assessors has the right to revise these terms and conditions from time to time without notice to you.

14.2 You will be subject to the policies, terms and conditions in force when you order a Service from us, unless we are required by law to make any changes to comply with any laws.

### **15. The Law**

15.1 These terms and conditions and any contracts for the purchase of HIPs, HCRs, EPCs (which are provided only for properties in England and Wales) or any other service through Cumbrian Energy Assessors will be covered by English law. Any dispute arising from, or related to, such terms and conditions or contracts shall be subject to the non exclusive jurisdiction of the courts of England and Wales, although we retain the right to bring proceedings against you for breach in your country of residence or any other relevant country.

<b>I confirm that I am authorised to sign and agree the above terms on behalf of Cumbrian Energy Assessors</b>	<b>I confirm that I am authorised to sign and agree the above terms as I am the homeowner / on behalf of the homeowner</b>
SIGNATURE:	SIGNATURE:
PRINT NAME:	PRINT NAME:
DATE:	DATE: