

Chatherm Technologies – Domestic Energy Assessors

Terms & Conditions

These are the terms and conditions for our supply of any Energy Performance Certificates for the residential property specified by you. By ordering any of our services, you agree to be bound by these terms and conditions.

1. Information about us.

1.1 Jack Chawawa trading as **Chatherm Technologies** is an accredited Domestic Energy Assessor.

The trading address is:-

Chatherm Technologies
PO Box 65 Holbeck LDO
Leeds
West Yorkshire
L11 8TD

Email: chatherm@aol.com

2. Commissioning an Energy Performance Certificate

2.1 By commissioning an Energy Performance Certificate 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.

3.1 Our company allows you to request details of costs for the preparation of an Energy Performance Certificate for the property specified, by telephone, e-mail or in a letter by post. We will respond to you by e-mail or letter by post, giving you a quote based on the information you have provided to us. All costs quoted by us are valid for 60 days only. You can then decide if you wish to place an order on that costs basis via e-mail or letter by post.

3.2 After placing an order to commission an Energy Performance Certificate, you will receive an email or letter by post from us acknowledging that we have received your order. Your order constitutes an offer by you to us to buy an Energy Performance Certificate. All orders are subject to acceptance by us, when we will send you an e-mail or letter by post confirming that we have accepted your order for an Energy Performance Certificate (the Order Acceptance). The contract between us will only be formed when we send you the Order Acceptance.

3.3 If you have asked us to supply more than one Energy Performance Certificate, the same acceptance procedure will apply to each individual Energy Performance Certificate.

4. Price and Payment.

4.1 The price of an Energy Performance Certificate is as quoted to you by us in an e-mail or in a letter by post. These prices include electronic delivery to you via e-mail only. Additional charges apply if you require the Energy Performance Certificates to be sent to you by any other means.

4.2 If you have been quoted an incorrect price by us in error for an Energy Performance Certificate, we are by no means obligated to supply you with an Energy Performance Certificate at the incorrectly quoted price.

4.3 Payment for the Energy Performance Certificate will always be made by you to us in advance of any Energy Performance Certificate being delivered to you by us. If there is an exception to this you will be notified by us in an e-mail or a letter by post. A late payment charge of £15.00 per month per invoice will be incurred by you if payment is not made as requested, the month being defined as 30 days from the date by which payment is to be made. Where necessary, Chatherm Technologies will use legal means at its disposal to recover unpaid fees and payment charges.

5. Rights of Cancellation

Once an Energy Performance Certificate instruction has been started no cooling off period or refunds can be given.

6. Information provided by you to us.

6.1 You will be asked by us to provide us with information about your property that we deem necessary to produce an Energy Performance Certificate once we have accepted your order. The specific questions we ask will vary from property to property. We will ask for this information in an e-mail or in a letter by post or in person.

6.2 You will be required to provide the information by e-mail or in a letter by post or in person.

6.3 You may incur additional charges in obtaining information to send to us for our inclusion in the Energy Performance Certificate. Any such costs are not included in our charges.

6.4 Unless there are exceptional circumstances, your contract for an Energy Performance Certificate will normally be fulfilled and delivered to you by email or registered post. The Energy Performance Certificate delivery process will be completed within ten working days of acknowledging your order and agreeing a survey date. Once payment has been received an Energy Performance Certificate

will be issued within four working days. If payment is by cheque this will have to be cleared by the bank first and the four working days policy applies.

6.5 The timescale in 6.4 is for guidance only and we shall not be responsible for delays owing to bank holidays or other causes outside our reasonable control.

6.6 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. However, we strongly advise the use of recorded or registered post facilities.

6.7 Information provided by you to us will form part of the publicly-available Energy Performance Certificate upon which reliance may be made by potential or actual buyers, 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 that is incorrect, inaccurate, false or misleading.

6.9 If you provide us with an incorrect address for the Energy Performance Certificate, you will still be liable to pay our fees once a contract has been made between us.

7. Third Party Reports

7.1 You acknowledge and agree that during our preparation of an Energy Performance Certificate, it will be necessary for us to obtain reports from third parties on your behalf in relation to the property's building characteristics.

7.2 The fee that we charge you for preparing an Energy Performance Certificate includes our costs of obtaining certain specified Third Party Reports on your behalf.

8. Our Liability

8.1 Chatherm Technologies are not responsible to you 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 saved any Data that you have sent to us by email.

8.2 Chatherm Technologies shall not be liable for any use made of your information contained in it by third parties once your Energy Performance Certificate has been made available to the public by any means.

8.3 Our entire liability to you in respect of these terms and conditions or any contract shall be limited to £250,000, which represents the level of our insurance

cover and you are responsible for making your own arrangements for the insurance of any excess if required.

9. Communications

9.1 Certain applicable laws require that some of the information we send to you should be in writing; you accept that our communications with you will from time to time be electronic. For contractual purposes, you agree to this 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. This condition does not affect your statutory rights.

10. Cancellation by us

10.1 Chatherm Technologies reserves the right to refuse to accept your order for an Energy Performance Certificate for any reason, and we do not have to give you a reason why we have refused your order for an Energy Performance Certificate.

10.2 Chatherm Technologies reserves 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 Chatherm Technologies 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:-

Chatherm Technologies
PO Box 65 Holbeck LDO
Leeds
West Yorkshire
L11 8TD

12.2 Chatherm Technologies will give any notices to you from us by Email, letter or by post.

12.3 Chatherm Technologies 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 These terms and conditions and any document referred to in them set out the entire agreement between us in relation to any contract. These terms and conditions and any document referred to in them supersede any prior agreement, understanding or arrangement between us whether orally or in writing.

14.2 Chatherm Technologies reserves the right to revise these terms and conditions from time to time.

14.3 You will be subject to the policies, terms and conditions in force when you order an Energy Performance Certificate 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 Energy Performance Certificates (which are provided only for properties in England and Wales) through Chatherm Technologies 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.

