



## **Air Pressure Testing Company conditions of engagement**

Terms and conditions of engagement for *SAP* assessment, Domestic, and Non-Domestic Energy Assessment (*DEA*) service to produce an Energy Performance Certificate (*EPC*):

The *SAP* assessment/*EPC* produced by APT-EPC Ltd is an extensive survey, as reasonable access and circumstances permit. The APT-EPC assessor will endeavour, where practicable, to inspect as much of the internal and external surface area of the property as possible, and include comments on energy-related aspects, and energy efficiency of the systems within the building(s).

Terms and conditions of engagement for consultancy services are specific to the commission and are therefore available upon quotation. If an amended version is not issued then this document will become applicable

### **The commercial *EPC* and domestic *EPC* report contains the following conditions:**

1. The APT-EPC assessor will survey as much of the internal and external area(s), as is practicable. The assessor will lift loose floorboards, loft hatches, trapdoors, and riser cupboards where accessible and where reasonable to do so. The assessor will not lift fitted carpets, move heavy furniture, or remove fixtures or fittings to facilitate the survey inspection
2. The building fabric will be examined, when possible, for data evidence collation in order to produce the *EPC*
3. Where there are areas of the property and building services systems which are covered, unexposed, or inaccessible these are deemed not compulsory to be inspected - it notably would be impossible, and not feasible, for the APT-EPC assessor to examine every part of the building and its energy systems. The report does not state an opinion, or provide advice in relation to the condition or energy ratings of uninspected parts of the property and should not be taken as making any implied representation or statement about such parts
4. The APT-EPC assessor will inspect, from the ground level or from a nearby available vantage point, the roof loft and upper areas that can be accessed from the assessor's 3m ladder, with a regard to health and safety. Close proximity

of adjacent buildings/tall trees may hinder inspection of part of the roof/chimney stacks etc. The roof void area is inspected assuming a suitable access point is available, but household belongings will not be moved in any case by the assessor. The assessor cannot comment in relation to the practicality of using a property chimney, or chimneys.

5. The APT-EPC assessor will advise the client of their opinion of the energy rating of the property in the form of an *EPC*, and will perform the survey and calculations work as is reasonable in their professional judgement, bearing in mind the physical and practical limitations imposed by the specific circumstances of the dwelling at the time of the survey
6. The APT-EPC assessor will not perform any tests of the following service installations without prior specific instructions: Gas, water, electricity, central heating
7. The APT-EPC assessor will only be visually inspecting energy-related systems/building services (i.e. no performance or efficiency inspections will be carried out) Thus the *EPC* will only provide general comments on the latter systems
8. The APT-EPC assessor will give his professional opinion, provided however that any liability of the assessor arising in connection with these conditions of engagement, or any matters arising during, or after, the survey shall not extend to economic loss or loss of profits suffered whether by client or any third party
9. Disputes that arise between the client and the APT-EPC assessor in relation with these conditions of engagement, or in connection with any matters arising there from, shall be referred to, and determined by, a single arbitrator.
10. The appointment of the arbitrator will be in agreement between both parties, or in default of agreement; the *ABBE*
  - i. Both parties will agree on the arbitration procedures or, in default agreement, shall be determined by the arbitrator. But in all cases the law and practice is to be followed by determining the dispute which shall adhere to the law and practice of the United Kingdom
  - ii. In the event of an arbitration appeal from the decision of the arbitrator by either of the parties such appeal and any subsequent appeals shall be heard by the courts of the United Kingdom. In such event each party agrees to submit to the jurisdiction of any court or competent jurisdiction within the United Kingdom and to comply with all requirements necessary to give such court jurisdiction. No court outside the United Kingdom shall have any jurisdiction over any matter touched by this agreement
  - iii. In the event either of the parties default in respect of any procedural order made by the arbitrator, the arbitrator shall have the power to proceed with the arbitration in the absence of the party and to deliver his award

10. If applicable, the APT-EPC assessor's opinion in the *EPC* report is as per date of inspection. This is unless otherwise agreed, the assessment advice and certification process assumes the following:
11. The property is unaffected by any statutory notice that neither the property, not its use or proposed use, gives rise to a contravention of any statutory requirements. Notably, the APT-EPC assessor is under no duty to validate these assumptions.
  - I. APT-EPC Ltd reserves the right to outsource consultancy or assessor services to other third party companies, APT-EPC Ltd will accept no liability for the services undertaken by their third party partner. The client thus agrees that where commissions are carried out by APT-EPC Ltd third party partners, any disputes that arise will be dealt directly with the third party partner company and covered under their own professional indemnity insurance
  - II. Unless previously agreed test reports will only be released upon receipt of payment. (Non payment within the agreed 28 days will result in a 25% excess)
  - III. We will not accept any Contra Charges or LAD's for any amount greater than the total value of our works.
  - IV. The *EPC* report produced by the APT-EPC assessor is confidential to the client for the specific purpose to which it refers. However, it may be disclosed to other professional advisor(s) assisting the client in respect of that purpose, but the client shall not disclose the *EPC* report to any other person
  - V. In relation to the estimated energy savings expressed in the *EPC* report; the client is to be aware that they are for guidance purposes only, and should not be taken to be a quotation, nor estimate, and should be substantiated prior to exchange of contracts by proper competitive quotations or estimates
  - VI. The client agrees to pay APT-EPC Ltd, in respect of the professional advice, a fee as agreed. In addition, the client will reimburse to APT-EPC Ltd amounts of *VAT* on the fee, together with any agreed expenses (where applicable)
  - VII. Upon confirmation of contract with Air Pressure Testing Ltd, you are deemed to have fully accepted our terms and conditions.
  - VIII. It is our policy to require payment prior to the issue of the *EPC* and report. As evidence that the *EPC* modelling and lodgement onto the Landmark Database has been carried out we will issue an unofficial draft *EPC*. The final *EPC* and report will be issued upon receipt of payment and clearance from the Landmark register