

Terms and Conditions

These Terms and Conditions are for the use of our website (www.epc-manchester.co.uk) for our supply of any commissioned Energy Performance Certificate for a residential property specified by you. By using our site or ordering any of our Energy Performance Certificate, you agree to be bound by these Terms and Conditions.

1. INFORMATION ABOUT US

1.1 www.epc-manchester.co.uk is a site operated by DTMH Ltd registered in England under company number 3421147. Registered office: 1 Park Street, Macclesfield, Cheshire, SK11 6SR.

2. ACCESSING OUR SITE

2.1 Whilst we shall use all reasonable endeavours to ensure that our site is available at all times, we reserve the right to withdraw or amend the service we provide on our site without notice. We will not be liable if for any reason our site is unavailable.

2.2 From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

3. COMMISSIONING AN ENERGY PERFORMANCE CERTIFICATE

3.1 By placing an order to commission a Energy Performance Certificate through our site, you warrant that: (a) you are legally capable of entering into binding contracts; and (b) you are at least 18 years old.

4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

4.1 Our site allows you to request details of costs for the preparation of an Energy Performance Certificate, for the property specified. We will respond to you by email or by giving you an online quote based on the information you have provided to us. All costs quoted by us are valid for three months only. You can then decide if you wish to place an order on that costs basis via our website. Our pricing structure is based on freehold properties registered at the Land Registry and where your property is leasehold or unregistered additional fees may apply.

4.2 After placing an order to commission an Energy Performance Certificate, you will receive an e-mail 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 confirming that we have accepted your order for an Energy Performance Certificate (the Order Acceptance). The contract between us (Contract) will only be formed when we send you the Order Acceptance.

4.3 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.

5. PRICE AND PAYMENT

5.1 The price of any Energy Performance Certificate is as quoted on our site/or our specific quote except in cases of obvious error. These prices include delivery to you of the Energy Performance Certificate online only and show our prices inclusive of VAT.

5.2 It is possible that, despite our best efforts, some of the Energy Performance Certificate

pricing information on our site may be incorrect, especially where third parties preparing parts of the Pack for you do not work on a fixed fee basis. We will normally verify prices as part of our Order Acceptance. We are under no obligation to provide a Energy Performance Certificate to you at the incorrect (lower) price, even after we have sent you an Order Acceptance, if the pricing error is obvious and unmistakable or where any third parties levy any additional charges.

5.3 Payment for Energy Performance Certificates may be made by the means detailed elsewhere on our site.

5.4 Where we have agreed credit terms, if you fail to pay us any sums when due, we may: (a) suspend the provision of, or access to, Energy Performance Certificates to you until full payment has been made, where payment is required before our preparation; of the Energy Performance Certificate and/or (b) charge you interest on the overdue sum at a rate of 4% per annum above the base rate of the Bank of England, from the due date until the date of actual payment (including after any judgment). Such interest shall accrue on a daily basis and be compounded quarterly. We reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. 6.

YOUR RIGHTS OF CANCELLATION

6.1 Please note that if you are a consumer you have a cooling-off period in which you can withdraw from the Contract for any reason, subject to the provisions of clause 6.3 below. This cooling-off period ends seven working days from the day after the Contract is concluded and you receive our Order Acceptance in accordance with clause 4.1 above. This provision does not apply to business to business transactions.

6.2 To cancel a Contract, you must inform us in writing by email or by post within the prescribed period specified in clause 6.1.

6.3 If you are a consumer, the cooling-off period and the right to cancel a Contract will not apply where: (a) Energy Performance Certificate has already been issued to you; and (b) we have begun the preparation of the Energy Performance Certificate by agreement with you before the expiry of the cooling-off period.

6.4 Subject to clause 6.7, contracts cancelled by you within the seven-day cooling-off period will be refunded in full, excluding any credit card or debit card processing charges incurred by us.

6.5 We will usually refund any money received from you using the same method originally used by you for 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.

6.6 Any cancellations of or refunds for Energy Performance Certificates other than in accordance with the cooling-off period referred to above will be at our sole discretion.

6.7 If you cancel the Contract you will remain liable for the costs of any Third Party Reports already ordered or obtained by us on your behalf in accordance with the provisions of clause 11. Cancellation (no the day) of a surveyor, or no access to your property for a surveyors appointment; means you will incur an additional charge of £25.

6.8 This clause 6 does not affect your statutory rights.

7 INFORMATION PROVIDED THE CUSTOMER AND OUR ENERGY PERFORMANCE

CERTIFICATE

7.1 We will provide you with access to such online property questionnaires and other materials as we deem necessary for you to complete the information required for us to prepare an Energy Performance Certificate for you once we have accepted your order.

7.2 You will be required to complete such information and return it to us by email or fax in order for us to prepare an Energy Performance Certificate for you.

7.3 You may incur additional costs in providing information to us for our inclusion in the Energy Performance Certificate. An example of such costs might be 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.

7.4 Unless there are exceptional circumstances, your Contract for an Energy Performance Certificate will normally be fulfilled by us making the Energy Performance Certificate available to you online within ten working days of our receipt of your completed Customer Information Form as sent to us by email.

7.5 Such timescale is for guidance only and we shall not be responsible for delays owing to holiday periods or other causes outside our reasonable control. The costs of making the Energy Performance Certificate available to you online is included in your fee, but additional charges may be payable if you require the Energy Performance Certificate by any other means, such as by CD Rom, post or in the form of a memory stick.

7.6 We shall not be liable for any losses of any Customer Information Forms sent to us and you are recommended to take copies of all items prior to sending them.

8. ACCURACY OF INFORMATION PROVIDED BY YOU

8.1 It is important to note that the information you provide 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 parties. It is imperative that all information provided by you is as accurate and complete as possible. If the information you give about your property is inaccurate, incomplete or misleading in any way you risk legal claims against you, including for compensation.

8.2 You warrant that the information supplied by you when completing and submitting the Customer Information Form is current, true, accurate and complete. You agree to notify us immediately if you become aware that any such information is inaccurate or incomplete and forward to us any updated information. If you provide us with an incorrect address or other information in your Customer Information Form, you will still be liable to pay our fees once the Contract has been made between us.

8.3 You must ensure that any materials submitted to us do not infringe any applicable laws, regulations or any third party right.

9. YOUR REGISTRATION

9.1 Each registration provided when you commission an Energy Performance Certificate is for a single user only. Responsibility for the security of any passwords or user names allocated to you rests with you. If you suspect that someone else knows your password, you should contact us immediately. Once the Energy Performance Certificate is complete, passwords may be issued to third parties, such as prospective buyers, who wish to view it online.

9.2 We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of these Terms and Conditions.

10. OUR RIGHTS OF CANCELLATION

10.1 We reserve the right to refuse to accept your order for an Energy Performance Certificate or suspend provision of an Energy Performance Certificate immediately if you fail to comply with any of these Terms and Conditions or your previous actions give us reasonable grounds to believe that you may fail to do so in the future. If we exercise this right we shall notify you via email.

11. OBTAINING REPORTS FROM THIRD PARTIES

11.1 You acknowledge and agree that during our preparation of an Energy Performance Certificate for you, it will be necessary for us to obtain reports from third parties on your behalf in relation to the Sale Property (Third Party Reports). These may include, but are not limited to:

- (a) Energy performance certificates prepared by external government-licensed 'Home Inspectors' or 'Domestic Energy Assessors';
- (c) Copies of records relating to the Sale Property held at the Land Registry;
- (e) Any other specialist reports required.

11.2 You agree to indemnify us against all costs, claims, damages, losses and expenses arising as a result of any claim or action suffered by us in the event that we are deemed to be acting as your agent in obtaining any Third Party Reports for you or performing our other obligations under a Contract.

11.3 In the event that you exercise your right to cancel a Contract in accordance with the provisions of clause 6, we reserve the right to charge you for any costs incurred by us in ordering or obtaining Third Party Reports on your behalf prior to the date of cancellation of the Contract.

12. OUR LIABILITY

11.4 We are not responsible to you for any data that you lose as a result of accessing our site or the Energy Performance Certificate, although we may make available to you again any lost Energy Performance Certificate by re-issuing you with a password at our discretion. You must ensure that you save and back up all your data used for completing the Customer Information Form.

11.5 We shall not be liable for any use made of your Energy Performance Certificate or any information contained in it by third parties (whether fraudulently or otherwise) once your Pack has been made available to the public, whether via our website or otherwise.

11.6 We may make changes to the material on this site, or to the products, services and prices described in it, at any time without notice. The material on this site may be out of date.

11.7 The material on this website is provided "as is" without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable

care and skill) which but for these terms and conditions might have effect in relation to this site.

11.8 Subject to clause 11.9, our entire liability to you in respect of these terms and conditions or any Contract (whether in contract or tort, including negligence, or otherwise) shall be limited to £2,000,000, which represents the level of our insurance cover and you are responsible for making your own arrangements for the insurance of any excess loss, if required.

11.9 Clause 12.5 does not include or limit in any way our liability: (a) for death or personal injury caused by our negligence; (b) for fraud or fraudulent misrepresentation by us; or (c) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

12.0 We accept no liability for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time or for any indirect or consequential loss or damage of any kind however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

12.1 You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of these terms and conditions or any Contract by you, or your use of this site, or the use by any other person using your registration details or in any circumstances where we are held to be your agent.

13. INTELLECTUAL PROPERTY RIGHTS

12.2 We are the owner or the licensee of all intellectual property rights in our site, in the material published on it, and in our Energy Performance Certificate. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

12.3 In consideration of your Energy Performance Certificate fee, we grant to you a non-exclusive, licence for you to use the Energy Performance Certificate solely for the purposes contemplated by the Energy Performance Certificate Regulations. You are not permitted to resell your Energy Performance Certificate.

12.4 RELIANCE ON ENERGY PERFORMANCE CERTIFICATE

12.5 We stress that the information you provide to us about your property 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 parties, regardless of who paid for the preparation of the Energy Performance Certificate. If the information you give about your property is inaccurate, incomplete or misleading in any way you risk legal claims against you from third parties, including for compensation.

12.6 Where you are unsure what information to include, how to answer any particular questions or where there are complex issues relating to your property you should seek specialist advice from a solicitor.

15 OUR SITE CHANGES REGULARLY

12.7 We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

12.8 INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

12.9 We process information about you in accordance with our privacy policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

17. PROHIBITED USE

13.0 Other than personally identifiable information, any material you send to us will be considered non-confidential and non-proprietary. We will have no obligations with respect to such material. We and our nominees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

13.1 LINKING TO AND FROM OUR SITE

13.2 Links to third party websites on this site are provided solely for your convenience. If you use these links, you leave this site. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability and you use such third party websites entirely at your own risk.

13.3 WRITTEN COMMUNICATIONS

13.4 Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications 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.

13.5 TRANSFER OF RIGHTS AND OBLIGATIONS

13.6 The Contract between you and us is binding on you and us and on our respective successors and assigns.

13.7 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, or any Energy Performance Certificate, without our prior written consent.

13.8 Only the parties to a Contract may seek to enforce its terms.

22. EVENTS OUTSIDE OUR CONTROL

13.9 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 outside our reasonable control (Force Majeure Event).

14.0 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: any industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, power outage or electrical failure, theft of computers or related equipment, hostile computer act, telecommunications or internet failures, non-availability of third party data centres, acts of terrorism, civil riot or war).

14.0 WAIVER

23.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

14.1 SEVERABILITY

14.2 If any of these Terms and Conditions or any 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.

14.2 ENTIRE DOCUMENT

25.1 These terms and conditions and any document referred to in them set out the entire agreement between us in relation to any Contract. They supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

14.3 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or implied from negotiations between us prior to such Contract, except as expressly stated in these Terms and Conditions.

14.4 Neither of us shall have any remedy in respect of any untrue statement made by the other prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms and Conditions.

14.5 OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

14.6 We have the right to revise and amend these Terms and Conditions from time to time.

14.7 You will be subject to the policies and terms and conditions in force when you order an Energy Performance Certificate from us, unless we are required to make any change to comply with any laws (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these Terms and Conditions before we send you the Order Acceptance (where we shall assume that you have accepted the change, unless you notify us by email that you do not wish to proceed with the Contract).

14.8 LAW AND JURISDICTION

14.9 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 our site will be governed 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.

15.0 If you access this site from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.