

# Quick EPC APPOINTMENT TERMS and CONDITIONS

## 1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this agreement the following words shall have the following meanings except where the context requires otherwise:
- “Accredited DEA and DEA”** means a domestic energy assessor employed by you who is a professionally qualified and certified member of an approved accreditation body.
- “Client”** means a provider of HIPs or individual on whose behalf an EPC is carried out
- “EPC”** means an Energy Performance Certificate
- “Site Notes”** means any notes or background research carried out on a property
- “HIPs”** means a Home Information Pack
- “Instruction”** means an instruction to carry out an Energy Performance Certificate
- “Panel”** means the Quick EPC Accredited DEA panel
- “Quest”** means the management and distribution valuation system provided by Quest End Computer Services Limited
- “We” and “Us”** means ESP1 Limited trading as Quick EPC
- “Working Day”** every day that is not a Saturday or Sunday and on which London Clearing banks are open for business
- “You”** means the firm or company appointed to the Panel
- “Accreditation Scheme”** means a scheme run by a government authorised body for the accreditation of DEAs
- “SMS”** means simple message service used through a mobile phone
- 1.2 **In this Agreement:**
- a) the singular includes the plural and vice versa;
  - b) unless otherwise stated, references to clauses are to clauses of this Agreement;
  - c) the headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement;
  - d) references to statutes, any statutory instrument, regulation or order shall be construed as a reference to such statute, statutory instrument, regulation or order as amended or re-enacted from time to time.

## 2. APPOINTMENT

- 2.1 We hereby appoint you to the Panel and grant for the duration of your appointment the right to use the name Quick EPC as a sign off on your EPCs.
- 2.2 Your appointment to the Panel does not guarantee that You will receive Instructions from us, nor that all Instructions in postcode areas covered by your firm will be allocated to You.
- 2.3 You must provide us with a list of Accredited DEAs. You must notify us of any changes you wish to make to your list of Accredited DEAs. We reserve the right to refuse to accept any changes You propose.

- 2.4** Instructions for EPC's will be sent to us electronically during a working day, we will then contact you via SMS about an instruction in your area. You are required to respond to this message within a 4 hour period to accept the instruction. Failure to respond will result in the instruction being passed to another DEA.

### **3. INSTRUCTIONS**

- 3.1** Following receipt of an Instruction We require You to notify Us via one of the approved methods, confirming the appointment date and any reasons for delayed appointments or EPC's.
- 3.2** We require you to upload EPCs to your accrediting body within 24 hours from completing the Inspection. You will use all reasonable endeavours to ensure that properties are inspected and EPC's submitted within these timescales.
- 3.3** Any EPC you prepare for Us must:
- a) comply with the Governments certified bodies
  - b) be carried out and uploaded by an Accredited DEA
  - d) be carried out with all due care and skill
- 3.4** If your company or one of its DEAs have any personal, professional, financial or other interest in the property which you are instructed to inspect for us then you must immediately disclose to us that you have such an interest, and return the instruction back to us.
- 3.5** You will be liable to the client and the accreditation body for the content of the EPC.
- 3.6** All EPC's must be signed off with the full name and qualifications of the Accredited DEA who carried out the EPC. Under no circumstances should EPC's be signed off as Us.

### **4. INDEMNITY**

You hereby agree to indemnify Us and keep Us fully indemnified against all losses, liabilities costs and expenses awarded against Us or incurred by Us as a result of or in connection with:

- a) any negligent act or omission of an Accredited DEA in carrying out an EPC; and /or
- b) any negligent act or omission of an Accredited DEA in preparing and/or delivering an EPC;
- c) any breach of contract by You; and/or
- d) any fraud committed by You; and/or
- e) any fraud committed by an Accredited DEA; and/or
- f) any other cause arising out of this Agreement

## **5. FURTHER OBLIGATIONS**

- 5.1** You agree and confirm that you and all Accredited DEAs will:
- a)** operate an answer phone facility outside working hours;
  - b)** respond to emails, faxes or telephone calls received on a Working Day by the next Working Day.
- 5.2** You agree that you will:
- a)** conduct business every Working Day;
  - b)** use reasonable endeavours to co-operate fully to resolve any reasonable dissatisfaction expressed by a Client
  - c)** adhere to such reasonable complaints procedure as We may require;
  - d)** maintain a disaster recovery procedure (including off-site storage of appropriate back-ups of data) intended to allow your firm to operate its business properly and adequately within 24 hours following a disaster;
  - e)** allow Us to audit Your procedures on such occasions and by such means as We may reasonably require from time to time;
  - f)** not assign any instruction to third parties to include sub-contractors without our prior written consent

## **6. FEES**

- 6.1** We operate a self invoicing system whereby You are not required to send the Client an invoice. You need to produce invoices to ourselves and we will make payment to You in accordance with clause 6.2.
- 6.2** We will make payment to You within 14 days from the date of receiving your invoice.
- 6.3** You will in respect of each EPC receive 85% of the net fee indicated on the client's current fee scale. Unless otherwise stated, if you are registered for VAT, all fees are exclusive of VAT.
- 6.4** We reserve the right to amend the sum retained by us, i.e., 15% giving one month's written notice to you.
- 6.5** In addition to the percentage referred to in clauses 6.3 and 6.4 above, We will deduct any third party fees charged to Us from time to time and of which we will give You one month's notice.

## **7. INSURANCE**

- 7.1** All Accredited DEAs must be insured to do so under a fully valid, current and enforceable professional indemnity insurance policy that covers all EPCs which may be carried put pursuant to this Agreement.
- 7.2** If you receive any claim, or become aware of any circumstances that might give rise to a claim (as defined in your professional indemnity policy) arising out of an EPC, then you undertake to notify the insurers or your professional indemnity policy in accordance with the terms and conditions of your policy. Such claims or circumstances shall also include those claims or circumstances that we receive as a result of work performed by you and which we then pass on to you.
- 7.3** You must provide us with a copy of Your up to date, effective professional indemnity cover note within one month of the renewal date, for every period during which you undertake work for Us. You must notify us if your professional

indemnity insurance is subsequently withdrawn or modified or subject to any endorsement.

- 7.4 You will make provision for professional indemnity insurance run-off cover to be in place for six years from the date You cease to trade.
- 7.5 Our insurers reserve rights of subrogation against You in the event of any claim on our insurance which results in whole or in part from any act or omission of You or any Authorised DEA.

## **8. TERMINATION**

- 8.1 We may terminate your appointment in writing with immediate effect to the Panel at any time. We will not be obliged to give reasons for this termination.
- 8.2 You may terminate this Agreement in writing giving Us not less than thirty days' notice
- 8.3 On termination You will complete all work in progress EPCs in accordance with the terms of this Agreement.

## **9. CONFIDENTIALITY AND DATA PROTECTION**

- 9.1 You will keep confidential and not disclose to any other person, company or body any information about the applicant, which we have provided to you to enable you to undertake an EPC for us.
- 9.2 You will at all times comply with your obligations under the Data Protection Act 1998. Where any personal data (as defined by the Data Protection Act 1998) is supplied or disclosed by Us to You will ensure that such personal data will at all times be used only as instructed by Us.
- 9.3 You confirm and warrant to Us that it has and will at all times during the Agreement have appropriate technical and organisational measures in place to protect any personal data assessed or processed by it on behalf of the other against any unlawful processing, accidental loss or destruction or damage.
- 9.4 Each party shall during reasonable hours and upon reasonable notice permit the other to inspect its facilities and review records for the purpose of ensuring compliance with all requirements set forth in this clause 8.

## **10. QUALITY CONTROL**

- 10.1 We shall monitor the standard of the EPCs You prepare and the standard of service you provide to us and may, from time to time, request copies of the EPC and related site notes.
- 10.2 You will allow us reasonable access to your offices for the inspection of any file including your operational procedure relating to work undertaken for us relating to a property or properties you have inspected for Quick EPC.

## **11. CUSTOMER COMPLAINTS**

- 11.1 a)** You are required to operate a complaints handling procedure in accordance with your accrediting bodies rules and to demonstrate the procedures in place at our request.
- b)** We require you to notify us immediately of any complaint which you receive from any applicant or any of our clients, which results from an EPC prepared on our Instruction.
- c)** Having notified us of the complaint, you will co-operate with us in any way we may reasonably require in order to resolve the complaint.  
We require your written response to any complaint we make of you within three working days of you receiving it.

## **12. NOTICES**

- 12.1** Any notice or other information required or authorised by this Agreement to be given by either party to the other may be given by hand, sent (by registered post) or by facsimile transmission to the other party at the address specified in this Agreement or such other address as may from time to time be notified in writing to the other party.
- 12.2** Notices shall be deemed given in the case of notice by hand delivery at the time of actual delivery, in the case of notice by recorded delivery post, two business days after the date of posting and in the case of notice given by facsimile at the time of transmission (provided that a correct transmission confirmation is received).

## **13. THIRD PARTY RIGHTS**

No person who is not a party to this Agreement has any right under the Contract (Rights of a Third Party) Act 1999 to enforce any terms of this Agreement except Our professional indemnity insurers.

**14. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes any agreement previously entered into between the parties with respect thereto and can only be amended by written document duly entered into and signed for and on behalf of the respective parties.

**15. GOVERNING LAW**

This Agreement shall be interpreted by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

**I/we confirm my agreement to and acceptance of the above terms and conditions of appointment to the Panel.**

Signed by ..... (partner/director)

On behalf of ..... (enter firm/company name)

Date .....

Please Sign an Return to :

ESP1 Ltd T/A Quick EPC  
42 Alexandra Road  
Farnborough  
Hampshire  
GU14 6DA