

# Home EPC Limited

## Terms and Conditions

### 1 DEFINITIONS

In these Terms and Conditions, the following words shall have the following meanings:

- 1.1 “We” “Us” and “Our” are references to Home EPC Limited.
- 1.2 “You” and “Your” are references to the individual, company, partnership or organisation accessing our services.
- 1.3 “Consumer” means consumer as defined in the Consumer Protection (Distance Selling) Regulations 2000.
- 1.4 “Information” means any information supplied by you to us in connection with the provision of the services, including any information supplied by you on any order forms.
- 1.5 “Literature” means our brochures, price lists and advertisements including the content of the website.
- 1.6 “Services” means the supply of services by us to you (excluding any third party services), including but not limited to reports and photographs and other services from time-to-time and includes our instructions to third party suppliers on your behalf.
- 1.7 “Website” means our website located at [www.epc-services.co.uk](http://www.epc-services.co.uk)

### 2 REGISTRATION AND AGREEMENT

- 2.1 Any services we provide will be on these conditions as may vary from time-to-time to the exclusion of all other Terms and Conditions.
- 2.2 By submitting an order to us, you shall be deemed to have accepted these Terms and Conditions. Your continued use of the services shall amount to your acceptance of any variations to these Terms and Conditions.
- 2.3 The Agreement between us (which includes these Terms and Conditions) shall come into existence when we accept your order in writing, by e-mail, via the website or other means, including the provision of the services.

### **3. PRICE**

- 3.1 The price payable for each of the services is the price in pounds sterling as set out in the literature. If the price payable is exclusive of VAT, this shall be clearly indicated in our literature and you will be additionally liable for the same (and for any other applicable taxes).
- 3.2 We reserve the right at any time without notice to increase our prices.

### **4. PAYMENT**

- 4.1 Payment is due from you on submission of your order and in advance of our services and if we do not receive payment from you within 7 working days of receiving your order, we reserve the right to cancel your order and terminate our services forthwith.
- 4.2 The method of payment will be as agreed between us.

### **5. CHANGES TO SERVICE**

- 5.1 We reserve the right to make any changes to the services described in our literature to conform with any applicable statutory requirements or which we deem appropriate in our sole discretion.

### **6. CANCELLATION**

- 6.1 If the services have not commenced within 7 working days after the commencement of the Agreement, you may cancel the services upon giving us written notification and the following shall apply:
  - 6.1.1 your notice shall operate to cancel the services;
  - 6.1.2 the agreement between us shall be treated as if it had never been made;
  - 6.1.3 we shall refund any payment made by you within 14 working days of receipt of your notice.
- 6.2 For the purposes of Clause 6.1, a notice is properly given if it is in writing or some other durable form and is taken to have been given on the day on which it was posted or sent as the case may be, if you:
  - 6.2.1 leave it at our address last known to you, addressed to us;
  - 6.2.2 send it by post to our address last known to you, addressed to us;
  - 6.2.3 send it by e-mail to our business e-mail address last known to you.

- 6.3 You agree that if the services have commenced within 7 working days after the Agreement comes into existence, you shall have no right to cancel the services and any payments you have made shall not be refundable.
- 6.4 The provisions of Clauses 6.1, 6.2 and 6.3 do not affect your other statutory rights as a consumer.
- 6.5 We have the right to terminate the Agreement in accordance with the provisions of Clause 7.1.
- 6.6 Termination of the Agreement shall not affect any rights that either party has accrued up to and on termination.
- 6.7 In the event of termination of the Agreement, for whatever reason, any payments you have made shall not be refundable and any costs or disbursements we may have incurred shall become an immediate debt due from you.

## **7. BREACH OF TERMS AND CONDITIONS**

- 7.1 If we suspect that you are in breach of the Terms and Conditions or, if we become aware of any allegation or claim that you may be in breach of these Terms and Conditions, we may in our sole discretion, without notice to you or liability, penalty or obligation on our part, suspend, interrupt or terminate the performance of the services.

## **8. LIMITATION OF LIABILITY**

- 8.1 All warranties, Conditions and other Terms implied by statute or common law are, to the fullest extent permitted by law, excluded, including where permitted and implied warranties of fitness for a particular purpose.
- 8.2 We shall not be liable for:
- 8.2.1 any consequential or indirect loss including, but not by way of limitation, loss of profit or loss of contract, loss of goodwill, reputation or otherwise, arising out of or in connection with the services or the Agreement;
- 8.2.2 any damage or loss whatsoever caused by any virus, including damage to your computer equipment, software, data or other property resulting from your access to, use of or browsing of the website.

## **9. INDEMNITY**

- 9.1 You agree to indemnify us and keep us indemnified from and hold us on demand and harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including, without limitation,

consequential losses and losses of profit, and all interest penalties and legal and other professional costs and expenses) arising out of or in connection with;

- 9.1.1 any breach by you of your obligations or these Terms and Conditions;
- 9.1.2 any claim by a third party that the services infringe any rights of a third party or any applicable UK or international legislation or regulations.
- 9.2 Without prejudice to Clause 9.1, you agree to pay all costs, damages, awards, fees and judgements finally awarded against us arising from such claims and you will provide us with notice of all claims or allegations, full authority to defend compromise or settle such claims and reasonable assistance necessary to defend such claims at your sole expense.

## 10 **INTELLECTUAL PROPERTY RIGHTS**

- 10.1 You acknowledge and agree that any and all copyright connected with the design and development of the website and the contributory software written by us or our suppliers belong to us or are licensed to us;
- 10.2 all trademarks, trade names and domain names which appear in the literature belong to us, or to the relevant third party suppliers.

## 11 **CONFIDENTIALITY**

- 11.1 All instructions and information received by us shall be dealt with by us in the strictest confidence.

## 12. **COMPLAINTS AND NOTICES**

- 12.1 Save as provided in Clause 6.2, any complaints and notices shall be in writing and shall be addressed to:

Home EPC Limited

At our registered office address, currently at:

4 Beatty Avenue  
Guildford  
Surrey  
GU1 2PD

As may be amended from time-to-time on the website.

13. **GENERAL**

- 13.1 You shall not be entitled to assign the Agreement or any part of it without our prior written consent.
- 13.2 We may assign the Agreement or any part of it to any person, firm or company.
- 13.3 Your order and these Terms and Conditions constitute the entire Agreement and understanding of the parties and supersede any previous Agreement between the parties. No oral explanation or oral information given by any party shall alter the interpretation of these Terms and Conditions.
- 13.4 The Agreement shall be governed by, and construed in accordance with, English Law and shall be subject to the non-exclusive jurisdiction of the English courts.