

Instruction form for ENERGY PERFORMANCE CERTIFICATE

Fax : 0845 299 2006 Tel: 0845 116 2244 Email: epcorders@stratify.co.uk

About the Property

Address of Property for which HIP is required:

House number/Name:
Street:
Address line 2:
Town:
County:
Postcode:
Type of Property:
Year built:
No. Bedrooms:

Estate Agent's name:

Branch/Office:
Address:

Telephone:
Email:
Contact name:

EPC Fees

:-
Residential EPC £65 + VAT

Contact for Access:

Title:
Forename:
Surname:
Number /Name:
Street:
Address line 2:
Town:
County:
Postcode:
Home Tel:
Work Tel:
Mobile Tel:
E-mail:
Preferred contact number: Home Work Mobile
Preferred contact time: Day Evening
Preferred contact method: Telephone Email
Contact name:
EPC despatch to:

Credit/Debit Card Details

Amount	
Name on Card	
Card Type	
Card Number	
Start Date	
Expiry Date	
Issue No (If applicable)	
Security No (3 digits on back)	

I confirm that I have completed this form to the best of my knowledge and hereby instruct Stratify Associates to carry out an Energy Performance Certificate, in accordance with the prevailing legislation and Terms of Business.

* To receive updates from us & relevant 3rd parties please tick here

Signed:

Print:

Date:

DEFINITIONS

In this agreement, the following definitions shall apply

- a) **The Property:** the property in respect of which a Home Information Pack is being provided
- b) **HIP:** a Home Information Pack compiled pursuant to the Housing Act 2004
- c) **Estate Agent:** the estate agency who are instructed by you to market the property for sale
- d) **HIP Fee:** the amount that you are charged for the supply of the Home Information Pack
- e) **SDG:** Stanley Davis Group

Part 1: Terms for supply of a Home Information Pack (HIP)

1. In these terms, "HIPS" means home information packs, the requirements and contents for which are laid down pursuant to the Housing Act 2004 and "HIP" shall be construed accordingly.
2. Customer shall provide to us all data required by it in order to prepare and supply a HIP for the property named overleaf.
3. We shall deliver to Customer a HIP for the property named overleaf promptly following receipt of payment (in cleared funds) of the applicable charges notified to Customer for supply of the HIP and receipt of all necessary data from Customer to enable us to compile the HIP.
4. Customer acknowledges that it has no right to cancel an order for a HIP once the order has been accepted by us. The charges paid by Customer to us for supply of a HIP are non-refundable.
5. Customer acknowledges that we are dependant upon the Customer and third parties for the provision of the documents and information required to produce each HIP and that each HIP is provided without the benefit of inspection of any properties or confirmation of data comprising the HIP. We shall be responsible for the compilation of the HIP and for ensuring that it contains all required documents and data, however, we accept no responsibility for any decisions made by Customer or any third party in reliance on a HIP correctly compiled by us.
6. We do not exclude or limit our liability to Customer for (a) death or personal injury caused by any negligent act or omission; or (b) fraudulent misrepresentation on the part of us or our employees.
7. We shall not be liable for any delay in performing or failure to perform any of our obligations under these terms caused by any event outside its reasonable control (including the failure of any third party to supply any information to be included in a HIP).
8. Other than as expressly set forth in these terms, all HIPS are provided on an "as is" basis. To the fullest extent permissible by law, other than as expressly set forth herein, we do not make any warranties, representations or endorsements whatsoever with regard to the HIPS and all warranties, terms and conditions that would, but for this paragraph 8, be implied into these terms are hereby excluded.
9. Our only liability to Customer, whether based in contract, tort (including liability for negligence), arising from statute or otherwise, for all matters arising under this Agreement shall be the replacement of defective HIPS where that defect was solely caused by an act or omission of us.
10. In no event shall we be liable to the Customer under these terms for any of the following types of loss, whether arising in contract, tort (including liability for negligence), under statute or otherwise: (a) loss of business; (b) loss of revenue; (c) loss of profits; (d) loss of anticipated savings; wasted expenditure; (e) loss of goodwill; (f) corruption or destruction of data; or (g) any indirect or consequential loss, including any indirect or consequential loss of the types referred to in this paragraph 10. In no event shall Customer raise any claim under these terms more than two years after the discovery of the circumstances giving rise to such claim.
11. Paragraphs 5-10 set out our entire financial liability under this Agreement (including any liability for the acts and omissions of its employees, agents and sub-contractors) to Customer.
12. A person who is not a party to these terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce these terms but this shall not affect any rights or remedy of a third party which exists or is available apart from that Act.
13. These terms shall be governed by and constructed in accordance with the laws of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Part 2: Customer Responsibilities

1. If you have requested payment of the HIP to be deferred until the Deferred Payment Date, the terms and conditions below of this Part Two agreement will apply.
2. You agree to pay SDG the Transaction Fee on or before signing this agreement. The Transaction Fee must be paid using the Credit/Debit Card referred to above.
3. You agree to pay the HIP Fee less the Transaction Fee to SDG on the Deferred Payment Date. You authorise SDG to take the HIP Fee less the Transaction Fee from the account of the bank or other financial institution whose details (including Credit/Debit card details) you have provided to SDG at any time on or after the Deferred Payment Date.
4. You agree to inform SDG immediately the Deferred Payment Date occurs by notification by faxing us on 0845 299 1309 or by telephoning us at 0845 116 2244. You also agree that the Estate Agent may inform SDG on your behalf when the Deferred Payment Date occurs.
5. You agree to be liable to us for any financial loss we sustain and any reasonable costs we incur in the event that you fail to notify us immediately the Deferred Payment Date occurs, or pay the HIP fee less that Transaction Fee on the Deferred Payment Date.
6. You may not transfer your rights under this agreement without SDG's prior written consent. SDG may assign, transfer or otherwise dispose of SDG's rights under this agreement to any person without your consent.
7. This agreement is governed by English Law.
8. In the event of their being any conflict between the terms in Part One of this agreement and those in Part Two of this agreement, those terms in Part Two shall prevail

Part 3: Service Level Agreement

The principal will

1. Provide an online order system which is a secure encrypted system and will have access permissions according to the status of the user.
2. In the event the Customer or Vendor requests hard copies not included in the original HIP order, there will be a charge of £20 +VAT per hard copy.
3. Provide, where requested, a copy of the pack on a CD-Rom at a cost of £25 per CD-Rom.
4. Provide to the Customer access to the System to place orders for HIPS and to obtain updates of the status of the Hip and to download the EPC and completed HIP.
5. Acknowledge or decline Orders within 2 working hours of the Orders first being published or displayed on the System. Orders entered after 3.00pm will be Acknowledged or declined by 10.am the following working day. The Principal will also provide an order number which confirms that the HIP including the searches have been ordered.
6. Request further details to identify the Vendor's property where this is required in order to properly fulfil the Order and do so within 8 working hours of acknowledging the Order.
7. Use reasonable endeavours to obtain a completed HIP within 10 working days, subject to receiving completed forms back from the Vendor and obtaining access from the Local Council to obtain a Search. Notification will be sent to the Vendor and the Customer within 8 hours of the EPC being available for download.
8. Where some of the contents of the HIP are outstanding after 10 working days the Supplier will produce a mini HIP in accordance with the CLG transitional proposal so that marketing of the property can commence. This will be only available in electronic format. A full HIP will be produced once all the remaining documents are made available.
9. Report to the vendor and the Customer, via the online system, the status of the Order using the System within 8 working hours of any change in status.
10. Fulfil the services by loading the completed HIP onto the System and posting the hard copy of the completed HIP to the Vendor.
11. Provide telephone and e-mail customer service support to the Customer and the Vendor between the hours of 9am until 5pm Monday to Friday with the exclusion of Bank and Public Holidays with a voicemail service to answer calls which cannot be taken during these hours. The Supplier must return telephone messages left by the Customer, or Vendor within 8 working hours of the message being left. E-mails must be responded to within 8 working hours.
12. Provide the Vendor various payment methods including payment by Cheque, credit or debit cards and a deferred payment option. The Customer may be required to obtain the Vendors signature for the Deferred payment option.
13. Will use all reasonable means to ensure that the Services are provided to the satisfaction of both the Customer and the Vendor.
14. Will offer Professional indemnity insurance of £5m to the Vendor, lender, and any other properly interested third party as if the order for services had been received directly from the third party.
15. Will be a member of the HIP code and Search code