

# Terms and Conditions

## DEFINITIONS

"We, Our or Us" shall imply SEREN Energy Assessment.

"EPC" is an acronym for Energy Performance Certificates

"Service(s)" shall mean any or all of the services provided by SEREN Energy Assessment

"The User" the authorised Individual(s) who will use the Service under the terms and conditions described herein.

"Payment Service Provider" The Company responsible for collecting payments from the User to utilise the Service.

"The Website" refers exclusively to SEREN Energy Assessment's website at [sereninvestigation.co.uk](http://sereninvestigation.co.uk)

## PAYMENTS

Customers/Users will be required to remunerate payment for any EPC or sub component of the EPC before we commence with the processing of the order unless otherwise agreed by SEREN Energy Assessment and the client.

If payment for any order is made by cheque or bank transfer then processing will commence only when we have received confirmation of cleared funds in our account, unless otherwise agreed.

All orders are accepted on the basis that the individual who is placing the order is liable for payment or authorised by his/her respective company to initiate the order.

## REFUND POLICY

Under the distance selling regulations we must inform all Users that our service begins immediately upon an order being placed. The Customer/User acknowledges that the decision to issue a refund will be held at the sole discretion of SEREN Energy Assessment and will be based on the current status of the order in question SEREN Energy Assessment enter into legally binding contracts with the government and private companies to deliver a service to the Customer therefore no automatic refund right exists.

The Customer/User undertakes to ensure that the decision to order a EPC using the Service has been fully considered and SEREN Energy Assessment reserve the right to issue a refund at its sole discretion.

## **ENERGY PERFORMANCE CERTIFICATE APPOINTMENTS**

Once an EPC appointment has been booked, the Customer/ User shall give SEREN Energy Assessment at least 24 hours notice of a cancellation or possible reschedule. In the event that a Domestic Energy Assessor (DEA) attends an appointment and subsequently cannot gain access to the property, SEREN Energy Assessment will request a rescheduling fee of £35 to cover costs associate with DEA transportation, time etc.

## **LIABILITY**

The Customer/User undertakes to ensure that all information has been entered on the Acceptance Form/website accurately and in full. The Customer/User accepts full liability for such information and acknowledges that the information will be used to fulfil the order without intervention or validation.

SEREN Energy Assessment shall not be responsible for any loss of data resulting from delays, corruption of data, nondeliveries, misdeliveries or service interruptions.

Except to the extent of SEREN Energy Assessment's gross negligence or wilful misconduct, neither SEREN Energy Assessment nor any of its subsidiaries or network service providers will be responsible for any unauthorised access to the User's account details or for unauthorised access to or alteration, theft or destruction of User information as a result of a breach in security, or through accidental divisive means.

In no event will SEREN Energy Assessment be liable or responsible to Users of the Service for any type of incidental, punitive, direct, indirect or consequential damages, including, but not limited to, loss of revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data, or interruption or loss of use of service or equipment, even if advised of the possibility of such damages, whether arising under theory of contract, tort (including negligence), product liability, strict liability or otherwise.

Notwithstanding anything to the contrary in this agreement, SEREN Energy Assessment's maximum liability under this agreement for all damages, losses, costs and causes of actions from any and all claims (whether in contract, tort, including negligence, quasi-contract, statutory or otherwise) shall not exceed the actual pound sterling amount paid by the Customer/User for the Services which gave rise to such damages, losses and causes of actions during the 3-month period prior to the date the damage or loss occurred or the cause of action arose.

## **INDEMNIFICATION**

Customers/Users of the service agree to indemnify and hold harmless SEREN Energy Assessment (including, but not limited to, SEREN Energy Assessment's officers, agents, partners, employees and subsidiaries from any claim arising from the Customer/User or any third party as a result of using the Service.

The Service is provided on as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement.

SEREN Energy Assessment expressly disclaims any representation or warranty that the Service will be error-free, secure or uninterrupted.

No oral advice or written information provided by SEREN Energy Assessment or its employees will create a warranty' nor may Customers/Users rely on any such information for advice. SEREN Energy Assessment and its partners and suppliers will not be liable for any cost or damage arising either directly or indirectly from any transaction of use of the Service.

## **COMPLAINTS PROCEDURE**

SEREN Energy Assessment and all their staff shall always act in a professional manner and strive to offer the service described in these Terms and Conditions to each client.

However it is recognised that at times, our service level may not be, in the opinion of the customer, to the high standards that SEREN Energy Assessment aims to achieve.

In the event of a complaint being received, SEREN Energy Assessment will acknowledge receipt within three working days in writing and an invitation to the complainant will be made to an informal discussion to attempt early resolution of the matter.

If after this initial discussion the complaint has not been resolved satisfactorily, SEREN Energy Assessment will inform the complainant in writing that the complaint is to be fully investigated within a period on 28 days.

SEREN Energy Assessment will contact the complainant in writing within 28 days with the findings of said investigations.

If the complainant is not satisfied with these findings, then the complainant will have the right to make a formal complaint in writing to the appropriate governing body whose address details will be supplied within the final communication.

## **FORCE MAJEURE**

No failure or omission between SEREN Energy Assessment and the Customer/User to carry out or observe the terms and conditions of this agreement shall give rise to any claim against the other party if such failure or omission is the result of an event that is outside the reasonable control of that party (a 'Force Majeure Event')

## **GOVERNING LAW AND JURISDICTION**

The provisions set forth in this agreement shall be governed and construed by English law, and each party agrees to submit to the exclusive jurisdiction of English Courts.