

# Gateway Energy Assessors - Terms of Business

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## 1. Definitions:

"We" or "Us" means Home Information Group Limited (trading as Gateway Energy Assessors and Gateway Surveyors) of 73 Derby Road, Melbourne, Derbyshire DE73 8FE ;  
"You" or "Your" means the client and includes your servants and agents;  
"Acceptance" means your acceptance of our quotation whether communicated by email, fax or letter;  
"Fees" means the prices as per our quote to you and Your acceptance;  
"Party" means a party to this Agreement;  
"Properties" means the property details as set out in your instructions to Us;  
"Certificate(s)" means the Display Energy Performance Certificate and/or Energy Performance Certificate supplied by Us as a result of supplying the Services;  
"Gateway Assessor(s)" means persons supplied by Us to provide the Services.  
"Services(s)" means the service of performing inspections and the provision of Certificate(s) of environmental assessments of commercial and residential buildings in accordance with the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 and any subsequent amendments, or regulations which may come into effect from time to time.

## 2. Appointment

In consideration for Your agreement to pay the Fees We shall supply the Services subject to these terms and conditions only. We will not accept any variation to these terms and conditions unless specifically agreed in writing between Us.

## 3. Fees

3.1 Fees are payable within 30 days from the date of our invoice and are calculated by reference to the information supplied by You. If there is any material discrepancy between the information provided and the actual information gathered by Gateway Assessors from their visual inspection including but not limited to the floor area and the heating system employed then We reserve the right to make an additional pro rata charge.

3.2 Fees shall be due if the Gateway Assessors attend the Properties and are unable to supply the Services due to any failure of Your obligations under Clause 4 below.

3.3 Interest is due on late payment at 4% above the applicable Bank of England Bank Base Rate. All costs incurred by Us in recovering sums due will be payable by You in addition. Agreed account facilities may be withdrawn at any time in the event of repeated late payment.

## 4. Our Obligations

We will:

4.1 Carry out the Services on the date(s) agreed with our Gateway Assessors who we shall instruct. Should We for any reason need to vary the said date(s) We or our Gateway Assessors will notify you as soon as possible and use best endeavours to notify you no later than 48 hours prior thereto;

4.2 Vet the Gateway Assessors to ensure they are qualified and accredited with a duly licensed authority to carry out the Services;

4.3 We will supply the Certificate(s) to you by post, fax or email within a reasonable period of time following the completion of the site visit.

## 5. Your Obligations

5.1 On the date(s) agreed with Our Gateway Assessor(s) We require Your or Your client's authorised representative to be available on site to provide access and information concerning the Properties relating to such matters as construction, heating and insulation as required by the Gateway Assessors. You must give Us 7 days notice in writing if You require any variation to the said date or dates.

5.2 You agree to supply us with any other information or data concerning the Properties for the purposes of supplying the Services in writing, whether by post, fax or email as required by Us.

5.3 You agree that You are contracting with Us and that you are responsible for settling all invoices.

5.4 You agree to ensure that whilst the Gateway Assessors are in attendance at the Properties, You will ensure that the Properties (including any car park areas) are safe, well-lit and that no hazard will be liable to cause them harm or injury or loss or damage to their property. You agree to supply them with all necessary protective clothing (including but not limited to hard hats and reflective clothing wherever necessary) to ensure compliance with Health and Safety legislative requirements. Where

other legislation requires other clothing (such as Food Hygiene rules or regulations) You will also make this available.

5.6 You agree to indemnify and hold Us harmless from and against all actions, claims, demands and costs (including reasonable legal costs) suffered or incurred by us our servants and agents as a direct or indirect result of a breach by you of the terms of this Clause 5.

## **6. Confidentiality**

6.1 You may not disclose to any third party any confidential information relating to Us (or the terms upon which we supply or offer to supply the Services) which may come into Your possession or knowledge during the course of any discussions or business transacted between You and Us.

6.2 We may not disclose any confidential information relating to You, which may come into our possession or knowledge during the course of any discussions or business transactions between You and Us.

## **7. Liability and Insurance**

7.1 Subject to the provisions of the Unfair Contract Terms Act 1977, We will not be liable under any circumstances for any direct or indirect loss, expense or damage (including loss of profit) suffered or incurred by You, Your servants or agents, from or in any way connected with the Services or at all.

7.2 You agree to ensure that You have sufficient public liability insurance cover to satisfy any likely claims made by Us, our servants or agents for personal injury suffered whilst attending the Properties and You must supply Us with written details and copies of the same within 48 hours of our request.

## **8. Intellectual Property**

All copyrights, patents, trademarks, design rights know how and the like ("Intellectual Property") contained in materials, names and logotypes owned or supplied by Us to You or by You to Us shall remain vested in the Party supplying the same and may not be used by the other Party hereto save as set out in this Agreement or otherwise without the prior written permission of the Party in who said rights they are hereby reserved. Each Party warrants to the other that said materials, names and logotypes supplied by them are free from any claims of Intellectual Property infringements.

## **9. Law & Jurisdiction**

These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales and You hereby irrevocably submit to the jurisdiction of the High Court of Justice in London in relation to any claim or dispute arising hereon.