

## **Midlands Energy Assessments Terms and Conditions for Energy Performance Certificate Assessment Services**

Effective Date: 01/09/2023

These Terms and Conditions ("Terms") govern the provision of energy performance certificate assessment services ("Services") by Midlands Energy Assessments ("MEA," "we," "us," or "our") to our clients ("Client," "you," or "your"). By engaging our Services, you agree to these Terms. Please read them carefully.

### **1. Service Description:**

1.1. MEA will conduct energy performance certificate assessments as required by relevant laws and regulations. The assessment will evaluate the energy efficiency of the property specified by the Client.

1.2. The results of the assessment will be provided to the Client in the form of an Energy Performance Certificate (EPC).

### **2. Fees and Payment:**

2.1. The Client agrees to pay MEA the agreed-upon fees for the Services as specified in the invoice provided by MEA.

2.2. Payment must be made within the specified terms on the invoice, unless otherwise agreed in writing.

### **3. Access and Cooperation:**

3.1. The Client shall provide MEA with access to the property to be assessed at the agreed-upon date and time.

3.2. The Client shall ensure that the property is in a condition suitable for assessment, including but not limited to providing clear access to all relevant areas and ensuring utilities are operational.

3.3. Any delays or additional costs incurred due to the Client's failure to provide access or cooperation may result in additional charges.

### **4. Confidentiality:**

4.1. MEA will treat all information obtained during the assessment as confidential and will not disclose it to third parties except as required by law.

### **5. Limitation of Liability:**

5.1. MEA will perform the Services with reasonable care and skill. However, MEA shall not be liable for any indirect, incidental, consequential, or special damages arising out of or in connection with the Services.

### **6. Termination:**

6.1. Either party may terminate the engagement for Services by providing written notice to the other party.

6.2. In the event of termination, the Client shall pay for all Services provided up to the termination date.

**7. Entire Agreement:**

7.1. These Terms constitute the entire agreement between the Client and MEA with respect to the Services and supersede all prior agreements and understandings, whether oral or written.

**8. Changes to Terms:**

8.1. MEA reserves the right to update or modify these Terms from time to time. Any changes will be communicated to the Client in writing.

**9. Contact Information:**

9.1. If you have any questions or concerns about these Terms or the Services provided by MEA, please contact us at:

[info@energy-assessments.com](mailto:info@energy-assessments.com)

By engaging our Services, you acknowledge that you have read, understood, and agreed to these Terms and Conditions. These Terms are binding upon both parties upon acceptance.