

HIP TERMS AND CONDITIONS – 18th DEC 2007

The client (you) instructs **Sycamore Energy Assessors Ltd** and our appointed sub-contractors (us) to provide the complete HIP relating to your property for sale on the following terms:

Energy Performance Certificate (EPC): **Sycamore Energy Assessors** will be instructed to undertake the EPC for inclusion in the HIP - we use only accredited Domestic Energy Assessors as required by the Home Information Pack regulations;

You agree to provide us with full access to the property in order for us to assess the energy rating as described overleaf.

We do not provide the HIP without also providing the EPC.

Cancellation: You agree that, once the HIP has been ordered and a 'Certificate of Commission' has been issued to you or the Estate Agent representing you, you are asking us to begin work immediately on the HIP. Therefore, you are expressly requesting that any 'cooling off' period does not now apply and you will not be able to cancel the HIP once you, or your representative, have been issued with the 'Certificate of Commission'.

If you decide that you do not require the HIP for whatever reason and we have not yet undertaken the EPC assessment, we will credit back to you the value of the EPC only, less a £25 (ex VAT) administration fee. The remaining cost of the HIP will then become due immediately on receipt of our invoice.

Additional Charges: where you have informed us that your property may incur additional charges due to it being an unregistered property, we will agree the additional charges with you before proceeding with the HIP.

If you have received the 'Certificate of Commission' for the HIP on a freehold basis and it subsequently becomes known that it is a leasehold or common hold property, you agree to pay the additional charge(s), as per our price list current at the time of ordering, to cover the additional costs to provide the HIP in accordance with the Home Information Pack regulations.

If you have received the 'Certificate of Commission' for the HIP on a 'registered property' basis and it subsequently becomes known that it is an unregistered property, you agree to pay the reasonable additional charges to provide the HIP in accordance with the Home Information pack regulations.

Payment Terms: payment for the full HIP is due at the commencement of the EPC Survey. You may pay by cheque, made payable to: Sycamore Energy Assessors Ltd. or by cash or a credit/debit card facility, finance is also available through deferred payment option. If payment is not made at the commencement of the EPC assessment and no prior alternative arrangements have been agreed, we reserve the right to postpone the EPC assessment and

make an additional charge of £25 (ex VAT) to cover the time and extra administration incurred.

VAT: VAT is chargeable at the standard rate at the time of invoicing. Any prices we state will clearly show whether they are excluding or including VAT accordingly.

Receipt: we will supply an invoice for the full amount including VAT where applicable which we will mark accordingly upon receipt of payment in full.

Leasehold/Commonhold: You agree that we can contact the landlord, managing agent or your lender (whoever is appropriate) in order to request the leasehold information required to be included in the HIP.

If the required leasehold/commonhold documents are supplied by you, you may request that we reduce the fee for the leasehold HIP. The amount we can reduce the fee by is dependent on the subsequent work involved to incorporate the documents within your HIP. We will advise you as to the best way to provide the documentation at the time.

The fee reduction must be 'agreed in principal' before you place your order and receive the 'Certificate of Commission'. You agree that you then become responsible and liable for the accuracy of the content of the leasehold/commonhold documents.

We will finalise the actual reduction in cost of your HIP once we have received the leasehold/commonhold documents and can confirm that all the documents are present. We will then scan and create the PDF files which will be incorporated into the HIP and also uploaded to www.HIPFolio.co.uk as part of your HIP.

Unregistered property: if your property is an 'unregistered' property, evidence of title will need to be ascertained and there will be reasonable additional charges payable by you. These can be agreed before the 'Certificate of Commission' is issued if you let us know that the property is unregistered on the order form.

Viewing the HIP: on payment of the HIP, you will be entitled to free access to the electronic version online at www.HIPFolio.co.uk. Documents will be added as they become available so you can track the progress in real time online. Once your HIP is complete, we do not supply a printed and bound copy as standard. If you do require printed and bound copies, these are chargeable at £0 (inc. VAT) if ordered at the same time as the HIP or £20.00 (inc. VAT) if ordered separately and individually.

Timescales: we aim to provide the HIP searches and Land Registry documents online within 7-10 working days of issuing the 'Certificate of Commission'.

Where we are reliant on an outside source to supply documents or components of the HIP, we will not be held responsible or liable for any delays caused by these outside sources. We will process and upload all necessary documents received from outside sources as soon as they become available to us.

We guarantee to supply an EPC in electronic format within 48 hours of completing the inspection.

Insurance: We carry sufficient professional indemnity insurance to protect you against both negligence and loss should we fail to perform our duties when providing the HIP. We also carry separate professional indemnity and public liability insurance for the EPC itself.

Complaints: In the unlikely event of a complaint about your HIP, you should initially refer to Sycamore Energy Assessors Ltd. If we are unable to resolve the issue immediately, we shall commence with our company complaints policy as follows:

1. We request that you write to us with your formal complaint and send it to Lucy Khan at our current office address which will be available from your Estate Agent or online at www.sycamore-energy-assessors.com
2. We will acknowledge your complaint within 5 working days of receipt.
3. A complaint will normally be dealt with fully within 4 weeks of its receipt. If there are valid reasons for the consideration taking longer, you will be kept fully informed in writing or via telephone or email as you prefer and receive a response at the very latest within 8 weeks.
4. At your request, we will liaise with any counselling organisations acting on your behalf.
5. A final decision will be in writing or via email, as appropriate.
6. If you are not satisfied with the final outcome, depending on the nature of the complaint, you may refer the complaint to the relevant adjudicating body and we will give you their contact details.
7. We will co-operate fully with the independent adjudicating body during the resolution investigation and comply with any decision.

General: If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed and no other provision of these terms shall be affected.

These terms and conditions shall supersede and over-ride any previous or other versions of terms and conditions unless a copy of our terms and conditions are supplied with a date later than 18th December 2007.

These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.

Nothing in this notice shall in any way restrict the customer or clients statutory or any other rights of access to the information contained in the HIP.