

VIRTUALLY SOLD LIMITED TERMS AND CONDITIONS

Energy Performance Certificates

The website is owned and managed by Virtually Sold LTD, a company registered in England and Wales with the company registration number 11103154 and having its registered address at 2 Stratford Drive, Scunthorpe DN16 1ER.

Other names also used are Virtually Let, a brand name used for our Lettings Services.

Introduction

It is a requirement that you understand and accept our terms and conditions when instructing Virtually Sold/Virtually Let to carry out an Energy Assessment on your property.

An Energy Performance Certificate is required if you are planning to sell or rent your property. It is also a pre-requirement of a Green deal advice report. EPC's must be in place prior to marketing your property and are valid for 10 years. This is a government initiative and further information can be found on the Gov.uk website - <https://www.gov.uk/buy-sell-your-home/energy-performance-certificates>

Please read the Terms and Conditions set out below. In order to avail Services provided by Virtually Sold/Virtually Let, you are required to accept these Terms and Conditions.

If it is necessary to change the terms and conditions, we will post such changes on our website www.virtuallysold.uk (the "Website"). It is your responsibility to review our Website for any changes and you agree to be bound by such changes if you should continue to use the Services.

References to "this Agreement" or "Terms and Conditions" are references to these Terms and Conditions and all Schedules.

Important Information

You have the right to cancel this agreement within 14 days and at any time thereafter, however please note that you will be charged for all services used and Additional Fees may also be chargeable, see **Right to Cancel** for more information.

Please note that services start from when you place an order with Virtually Sold/Virtually Let. Failure to make scheduled appointments without providing reasonable notice (1 working day) may result in additional charges.

A schedule of fees for the Services Virtually Sold provides and Additional Fees is included in **Schedule 1: Package and Service Fees** and **add-ons** available will be detailed on our website.

Terms and Conditions of This Agreement

Definitions within This agreement/these Terms and Conditions and the following words or phrases shall, unless the context otherwise requires, have the following meanings:

Definitions:-

"**Agreement**" shall mean the contracted engagement by the Client of the services offered by the Domestic Energy Assessor pertaining to the provision of EPCs subject to these terms and conditions.

"**Client**" "**You**" "**Your**" shall mean the individual person or corporate entity that engages the Domestic Energy Assessor to provide EPCs either on their own behalf or on behalf of an identified third-party subject to these terms of business.

"**Domestic Energy Assessor (DEA)**" shall mean an appropriately certified and licenced Assessor

"**Energy Assessment**" shall mean the process of obtaining information at the Property necessary for the production of an EPC.

"EPC" shall mean an Energy Performance Certificate produced by a certified and licensed Domestic Energy Assessor in accordance with an approved Certification Scheme and lodged in the Landmark register.

"Fees" - The amounts payable to Virtually Sold for the Services as detailed in Schedule 2;

"Property" shall mean the property for which the EPC is produced.

"Third Party" shall mean any individual person or corporate entity made party to the engagement of Energy Assessor by the Client as detailed above and including but not limited to an estate agent, solicitor, conveyancer, search provider, any third party being similarly subject to these terms of business upon being made party to the engagement of the Energy Assessor by the Client.

"Virtually Sold", "Virtually Let" or "We" and "Us" Means Virtually Sold Ltd a company registered in England, company registration number, 11103154;

"Virtually Sold / Virtually Let website" or "Website" - Means www.virtuallysold.uk

"Working Day" - Means a day other than Saturday, Sunday, a bank holiday or a public holiday.

General Terms

Virtually Sold will undertake to provide an EPC to the current Government legislation/guidelines at the time

Virtually Sold undertakes to liaise with the Client to arrange access to the property within 1 working day of payment and to send the EPC to the Client within 1 working day of the inspection. This timetable is a good faith estimate of the period required to perform the services and deliver the deliverables, and the provider will work diligently to perform the services in accordance with that timetable.

The Domestic Energy Assessor (DEA) will not lift up carpets or floor boards. Lofts will only be inspected if it is safe to do so. Sealed hatches and traps will not be opened, but a more conclusive assessment may be issued if you can have these unsecured in readiness for the inspection.

The EPC will be delivered as a pdf document via e-mail, unless a hard copy has been specifically requested.

The Report you have instructed us to complete will be an EPC, and a description of each report and what will or will not be inspected and or included in the report will be sent out to you with confirmation of your appointment. Further details of this can be accessed via our website. These notes form part of the terms of engagement between you and us and should be read carefully.

Our DEA's are qualified and licensed to provide inspections and energy assessments and any inspection will be carried out under statutory obligations that are applicable, along with our own Code of Conduct, and our accreditation body Stroma. Details about complaints can be downloaded from the website alternatively contact the Provider on epc@virtuallysold.uk

This agreement is governed by the laws of England and Wales.

Your General Obligations

The Client undertakes to ensure that the premises are free from any foreseen health and safety concerns and the appropriate action is taken to minimise the risk to the Assessor. This may include, but is not limited to, broken glass, sharps (including needles or syringes) and pet.

The Client undertakes to ensure that it is possible to inspect all boilers, hot water cylinders or other heating appliances, as this is extremely important to the final result.

The DEA will not be able to include in the assessment any improvements or work that they cannot actually see or measure. Any paperwork that relates to work such as cavity wall insulation could be helpful to the assessor and a copy of such documents that the DEA could file with the report should be provided where possible.

The Client undertakes to ensure that any children are well supervised during the inspection as some tasks are potentially hazardous (e.g. the opening of access traps).

Should the DEA have to abort the assessment due to intimidation of any kind including, but not limited to, verbal or physical threat by the Client or any other third-party present on the premises, the Client will be liable for a 50% cancellation charge, as well as having to pay full price for any subsequent inspection.

Fees

The client shall promptly settle the Domestic Energy Assessor's invoice in accordance with Payment Terms below.

Whilst we have agreed the fee for the report, our fees are subject to change from time to time. Please refer to our website for the latest information. On initial enquiry the Client will be given the agreed fee for the service provided. The fee will be for one EPC on the named property. No refunds are available once work has commenced on producing the EPC. See also section on Right to Cancel.

From time to time, discounts may be offered including but not limited to repeat business. In no way does any discount qualify or guarantee the Client future or indefinite discounts save for the terms of this Agreement. Quoted discounts shall be honoured by the Domestic Energy Assessor only once written agreement has been received and both engagement and ongoing or balance fees are paid by the Client as detailed herein. Our Charges are inclusive of VAT.

Pay Now – Payment can be made in full either prior to the DEA's visit or during the DEA's assessment.

Pay Later – An invoice will be sent to the client once an appointment has been scheduled. The client will have 14 days from the date of invoice in which to make full payment.

Please note that should you fail to pay our fee or any amount that remains outstanding we will apply interest at 8% above the Bank of England base rate. We will also add reasonable charges for the recovery of our fees, should we instruct a debt recovery agency.

Right to Cancel

The Right to Cancel off-premises contracts is regulated by provisions contained in Part 3 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013: Contracts entered into off-premises or at distance are subject to a 14 day "cooling off period". Where contracts are made off premises, you have the right to cancel the contract within a 14-day period starting the day after the date these terms and conditions are agreed - **SUBJECT TO THE TERMS BELOW**

In the event you wish to cancel the contract you must, within the 14 day "cooling off period", inform the Provider of your decision to cancel in writing by email to epc@virtuallysold.uk

Where contracts are cancelled within the specified 14 day "cooling off period" and you have not instructed Virtually Sold to carry out an EPC there will be no charges due and you will be entitled to a full refund of any payments already made.

Please note that we will only arrange an EPC assessment, **after** this 14 day cooling off period has expired unless you agree otherwise by arranging for the commencement of this service.

Should you agree to receive an EPC assessment during the "cooling off period" then you will be charged for this service as detailed below.

If you have chosen the **Pay Now** option and agree that we begin the EPC assessment during the "cooling off period" and then you later cancel during the "cooling off period", you will be liable to Virtually Sold for the full amount of the Fees in that period.

If you have chosen the **Pay Later** option and agree that we begin the EPC assessment during the "cooling off period" and then you later cancel during the "cooling off period", you will be liable for the full amount of the Fees.

For the avoidance of doubt, if your Property has been assessed by the DEA during the "cooling-off period" then all Fees shall be payable in full on request, without refund.

EPCs cannot be cancelled once an inspection has taken place, or on the day of the inspection. Inspections can only be postponed for up to one month from the original inspection, after which they will be treated as cancellations.

Should the DEA postpone the original inspection for any reason, the Client shall have 2 working days within which they can cancel the inspection at no cost and have their money refunded in full.

Liability

The Domestic Energy Assessor shall be under no liability whatsoever to the Client for any loss, damage, delay or expense, whether direct or indirect arising howsoever caused unless the same is proved to have resulted solely from the gross negligence or wilful default of the Domestic Energy Assessor or any of its employees or agents or sub-contractors resulting in direct damage to tangible property where the Provider's liability shall be limited in accordance with paragraph below.

Our total liability for professional negligence shall not exceed the fee paid for the work.

Virtually Sold accepts liability for direct damage to tangible property or death or injury to persons to the extent caused by the proven negligent acts or omissions of the company and its employees and consultants, provided that our liability for the same shall be limited to the coverage and indemnity limits provided under our insurance policies (which are available for inspection on request), unless otherwise covered by statute.

If Virtually Sold or any of its employees, agents and sub-contracts shall act or fail to act in any manner which results in an actionable wrong, the Client shall indemnify us against all claims, damages, costs and expenses made or incurred by a third party arising from any such act or lack of act by Virtually Sold.

Any claims against the Domestic Energy Assessor shall be deemed to be waived and absolutely time barred upon the expiry of one year from the submission date of the EPC report to the Client.

The Domestic Energy Assessor shall maintain, at no cost to the Client, Professional Liability Insurance for such loss and damage for which the Domestic Energy Assessor may be held liable to the Client under these terms and conditions.

There may be other parties involved with your instruction. These could be Estate Agents, Solicitors or letting agent. We cannot assume any responsibility for any information, services, and representations. We will not be liable for any other parties' failure that delays or stops us completing our instruction. Any liability that we have will be limited to the fees that you have paid for our services, and or any negligence that our Code of Conducts states we must cover and are limited to.

Data Protection

Virtually Sold undertakes to hold all information pertaining to the Client, their property and tenant(s) in accordance with the Data Protection Act.

We shall retain all data, correspondence, documents and records that have a bearing on the services provided to the Client for a period of 10 years after completion of the service. The client will be given the right to have their own disclosed documentation returned by the Company or destroyed upon completion of the service.

Force Majeure

Force Majeure – except for any payment obligation imposed on the Client, neither party will be liable for a delay in performing, or for a failure to perform, obligations if that delay or failure is caused by circumstances beyond the reasonable control of that party including, but not limited to, refusal or revocation of licence, viruses in software, industrial dispute, impossibility of obtaining materials or labour, or failure of any supplier or carrier to deliver or perform.

Sub-contracting

Virtually Sold shall have the right to sub-contract any of the services provided under the conditions, subject to the Client's right to discuss such an appointment and object on reasonable grounds if necessary. In the event of such a sub-contract, the Domestic Energy Assessor shall remain fully liable for the due performance of its obligations under these conditions.

Intellectual Property Rights

Virtually Sold is the owner or licensee of intellectual property rights in the Website and the Services, information and content (including photographs either supplied by us, you or a third party) available on the Website, any database operated by us, any

proprietary software utilised by us to enable you to use this Website and the underlying source code. Much of this information and content is protected by copyright, trade mark, database rights, design rights (including in the "*look and feel*" and other visual or non-literal elements), and/or other intellectual property rights (whether registered or unregistered). Our logos, together with our trademarks and/or service marks, may not be copied or reproduced without our prior written consent. All rights are reserved.

We grant you a non-exclusive, non-transferable licence to use the Website solely in executable form and only to the extent necessary for use of the Website and the Services, and for no other purpose.

You must not use an automated program (including, without limitation, any web-crawling or screen-scraping software or any equivalent technology or techniques), to access the Website for the purpose of collecting, obtaining and/or accumulating (or other similar activity) data or content in this Website. Any such use of an automated program is prohibited and shall be a breach of these Terms and Conditions.

You may not reproduce, copy, edit, republish, transmit materials including but not limited to; articles, incorporating into any other materials, or distribute any material articles, photographs, images or submissions, information or content on this Website, or that form part of the Services, without Virtually Sold prior written consent. However, you are granted a limited right to access and use the Website and our Services, and retrieve, display and print content pages, for your own personal, non-commercial use and to the extent necessary for use of the Website and the Services only. We reserve the right, in our sole discretion and without notice to you, to terminate your licence and to prevent future access by you to this Website.

You may not do anything which may be seen to take unfair advantage of the reputation and goodwill of Virtually Sold or could be considered an infringement of any of the rights in the intellectual property rights owned by and/or licensed to Virtually Sold.

Viruses

Virtually Sold offer no guarantees that its Website will be secure or free from bugs, Trojan horses, worms or any other computer viruses. All responsibility for configuration of your information technology, computer programme and platform in order to access the Websites will lie with you. You should employ your own virus protection software. You must not misuse the Websites by introducing material which is malicious or technologically harmful including but not limited to; viruses, trojans, worms and logic bombs. Unauthorised access to the Websites, the server on which the Websites are stored or any server, computer or database connected to the Websites is strictly prohibited.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.