ASSESSMENT HIVE

# Terms of Business

Energy certificates, property assessments, floor planning and property searches

| Document control | |
|---|---|
| Company | Assessment Hive Limited, Lucas End Farm, Crouch Lane, Goffs Oak, Waltham Cross, Hertfordshire, EN7 6TH |
| Company number | 11978321 |
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# Part 1: General terms

## 1. About us and these terms

These terms apply to every service supplied by Assessment Hive Limited, a company registered in England and Wales (company number 11978321, VAT number 351269894), whose registered office is at Lucas End Farm, Crouch Lane, Goffs Oak, Waltham Cross, Hertfordshire, EN7 6TH. Telephone 020 3745 1093. Email info@assessmenthive.co.uk.

- Part 1 applies to all our services. Part 2 contains extra terms for each service category. If Part 1 and Part 2 differ, Part 2 applies to that service.
- By placing an Order, you accept these terms. Please read them carefully, as they affect your rights. If you are a consumer, your statutory rights are not affected.
- If you place an Order as an agent for someone else (for example as a solicitor, estate agent or managing agent), you must bring these terms to your Client's attention.
- The version of these terms on our website when you place an Order applies to that Order.

## 2. Definitions

| Term | Meaning |
|---|---|
| We, us, our | Assessment Hive Limited |
| Customer, you | The person, company or organisation placing an Order, on their own behalf or as an agent for a Client |
| Client | The person on whose behalf an agent places an Order |
| Consumer | An individual acting for purposes wholly or mainly outside their trade, business, craft or profession |
| Order | A request for a Service that we have accepted |
| Service | Any certificate, assessment, calculation, test, plan, search or other work we supply |
| Report | Any certificate, assessment, calculation, test result, plan or search we produce |
| Property | The address or site given in the Order |
| Working day | Monday to Friday, excluding bank and public holidays |

## 3. Quotes, orders and prices

- We will confirm the Service, price and expected timescale in writing before starting work. Quotes are valid for 30 days unless they say otherwise.
- Prices are shown including or excluding VAT as stated on the quote. VAT is charged at the current rate.
- If you ask for extra work, or the work turns out to be different from what you told us (for example a larger property or more drawings), we will agree any extra charge with you before carrying it out.
- We are only bound by quotes given in writing. We may correct obvious errors in a quote before work starts.

## 4. Your right to cancel (consumers)

If you are a consumer and you place an Order by phone, email, online or away from our premises, you have the right to cancel within 14 days of the day the contract is made, without giving a reason.

- If you want us to start work within the 14-day period, you must ask us to. If you then cancel, you must pay for the work carried out up to the time you cancel.
- Once we have fully completed the Service within the 14 days at your request, you lose the right to cancel.
- To cancel, tell us clearly by email, letter or phone, using the contact details in section 1.
- We will refund any money due within 14 days of being told you are cancelling, using the method you paid with.

This does not affect the appointment charges in section 5, which apply to appointments cancelled or missed after the 14-day period, or where you asked us to start within it.

## 5. Appointments and access

- We offer 2-hour appointment slots, Monday to Saturday, on a first come, first served basis. Your assessor may arrive at any time within the slot.
- If we need to rearrange an appointment for reasons beyond our control, we will tell you as soon as possible and offer the next available slot.
- If you need to rearrange, please contact us as early as possible. Appointments cancelled with less than 24 hours' notice are charged an administration fee of £50.
- If our assessor cannot carry out the visit when they arrive, for example because nobody is there to give access, the property is locked, or areas we need to see are not accessible, we will charge an administration fee of £50 and rebook the visit.
- You must make sure we can safely access all areas needed, including the loft, boiler, meters and heating controls, and tell us of any hazards at the Property.
- These terms also apply to anyone giving access on your behalf, such as a tenant, agent or site manager.
- You can give us keys or arrange for someone to be present. Any keys are kept securely and returned as agreed.
- Our assessor may decline or stop a visit if they reasonably believe it is unsafe to continue.

## 6. Payment

- Unless you have a credit account with us, payment is due before the Service is carried out.
- Credit account customers must pay within the terms agreed with us in writing.
- Payment is due for every Service we carry out, whether the result is a pass or a fail, and whatever rating or outcome the Report shows.
- We may hold back the release of a Report until payment has been received.
- For business customers, we may charge interest and compensation on late payments under the Late Payment of Commercial Debts (Interest) Act 1998.

## 7. Our commitments

- We will carry out the Service with reasonable care and skill, and in line with the requirements of our accreditation schemes, the Search Code and the law.
- Our assessors are accredited for the work they carry out, DBS checked and carry photo ID.

- We hold professional indemnity insurance of £2 million for any one claim, and public liability insurance. Our insurer is QBE UK Limited, 30 Fenchurch Street, London, EC3M 3BD. Details are available on request; please allow 24 hours.
- We may use suitably qualified and accredited subcontractors to carry out some Services. We remain responsible to you for their work.

## 8. Our code of conduct

We will:

- Display our accreditation logos on the relevant reports
- Act with integrity and carry out work with due skill, care and diligence
- At all times maintain adequate and appropriate insurance to protect consumers
- Conduct business in an honest, fair and professional manner
- Handle complaints speedily and fairly
- Ensure that products and services comply with industry registration rules and standards and relevant laws
- In providing search reports and services, comply with the Search Code

## 9. Your responsibilities

- Give us accurate and complete information, including the correct Property address, and the latest drawings, specifications and details we ask for.
- Tell us promptly if anything changes that could affect the Service.
- Obtain any consents needed from third parties, such as landlords, tenants or site managers, before we visit.
- Move any furniture or belongings needed to give access. Our assessors will only move small, light items.

We are not responsible for errors or delays caused by information that is inaccurate, incomplete or late, or by a third party's actions.

## 10. Our Reports and who can rely on them

- Each Report reflects the information available to us, and the condition of the Property, on the date it was produced. We are not responsible for later changes.
- Each Report is produced for the Property and purpose stated in the Order.
- Reports are for the use of the Customer and Client. Nobody else may rely on a Report unless we agree in writing, or Part 2 says otherwise (for example for property searches).
- Reports produced under an accreditation scheme follow that scheme's methodology and conventions, which may differ from other methods of assessment.

## 11. Our liability

- Nothing in these terms limits or excludes our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for anything else that cannot be limited or excluded by law. Nothing affects your statutory rights as a consumer.
- Subject to the point above, our total liability to you and anyone else arising from or in connection with an Order, whether in contract, negligence or otherwise, is limited to £2,000,000.

- If you are a business customer, we are not liable for loss of profit, revenue, business, opportunity or goodwill, or for any indirect or consequential loss.
- If you are a consumer, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or failing to use reasonable care and skill. We are not responsible for loss or damage that is not foreseeable.
- We are not liable for loss caused by information supplied by you or a third party being inaccurate or incomplete, or by changes after the date of the Report.

## 12. Copyright and data licences

- We own the copyright in our Reports. You may use them for the purpose they were ordered for, and share them with people involved in that purpose, such as a buyer, lender, tenant, building control body or council.
- You must not alter a Report, or remove any trademark, copyright notice or our name from it.
- Plans and searches may include data licensed from Ordnance Survey, HM Land Registry and other bodies. That data must not be copied, sold or used for any other purpose, and any copyright notice must be kept.
- You agree to compensate us for any costs, claims or losses we suffer as a result of a breach of this section.

## 13. Data protection and confidentiality

We treat all instructions and information in confidence and only share them as needed to carry out the Service, as required by law or with your agreement. Our Privacy and Cookies Notice on our website explains how we use personal information. Some Reports, such as EPCs, must by law be lodged on a public register.

## 14. Complaints

We aim to resolve any concern quickly and fairly. Please contact Andrew Andreou, Chief Compliance Officer, at the address above or at info@assessmenthive.co.uk. Our full Complaints Procedures are on our website.

| Service | Our response | If you remain unhappy |
|---|---|---|
| Property searches | Acknowledged within 5 working days; final response normally within 20 and at the latest 40 working days | The Property Ombudsman: 01722 333306, www.tpos.co.uk. We will co-operate fully and comply with its final decision. |
| Energy certificates and property assessments | Acknowledged within 3 working days; full written response within 10 working days | The accreditation scheme named on your certificate: Elmhurst Energy or Quidos |
| Floor plans | As for property assessments | Citizens Advice can explain your options |

## 15. Events beyond our control

We are not liable for any delay or failure caused by events beyond our reasonable control, such as severe weather, illness, delays by local authorities or other data holders, or failures of third-party systems. We will tell you as soon as possible and agree a new timescale.

## 16. Ending an Order

We may end an Order by telling you in writing if you do not pay when due, if you seriously or repeatedly break these terms, or if our staff are treated abusively or put at risk. You must pay for work already carried out, and we will refund any payment made for work not carried out.

## 17. General

- These terms, together with our written quote and Order confirmation, form the whole agreement between us.
- No one other than you, your Client and anyone Part 2 allows to rely on a Report has any right to enforce these terms.
- If any part of these terms is found to be unenforceable, the rest still applies.
- These terms are governed by the law of England and Wales, and the courts of England and Wales have jurisdiction. If you are a consumer living in Scotland or Northern Ireland, you may also bring proceedings in your local courts.

## Part 2: Service terms

### A. Energy certificates (EPCs and MEES)

- EPCs are produced using the government-approved methodology and are lodged on the public EPC register, where anyone can view them. An EPC is normally valid for 10 years.
- The rating reflects what our assessor could see and the evidence available on the day. Where evidence is not available, the methodology requires default assumptions, which may lower the rating. Please give us any documents, such as insulation or heating certificates, before the visit.
- The fee is payable whatever rating is achieved.
- MEES advice explains the rating against the minimum energy efficiency standard and the options available. It is not legal advice. Landlords remain responsible for complying with MEES, including registering any exemption.

### B. Property assessments and reports (SAP, SBEM, energy statements, air tightness testing, water calculations and overheating assessments)

- Our calculations are based on the drawings, specifications and information you provide. You are responsible for their accuracy and for telling us of any changes.
- Design-stage SAP and SBEM calculations include one free recalculation following changes to the design. Further recalculations are charged at the rate we quote.
- As-built calculations need evidence of what has been built, such as photographs, product data and certificates. Missing evidence may require default values, which can affect the result.
- Air tightness tests need the building to be ready: external doors and windows fitted, all penetrations sealed, and trickle vents and extract fans in place. If the building is not ready when we arrive, or a test fails and needs repeating, the re-test is charged at the rate we quote.
- We are not designers. Where a result does not meet the target, we can suggest options, but decisions on design, compliance and approval rest with you, your designers and building control.
- The fee is payable whether or not the assessment or test achieves a pass.
- If you cancel an assessment, calculation or test after we have started work, you must pay for the work carried out up to the time you cancel, as a fair proportion of the quoted fee, together with any costs we have already incurred. If you have paid in advance, we will refund the balance. If you have not yet paid, we will invoice you for the work carried out, and payment is due on receipt of our invoice. This does not affect a consumer's rights under section 4.

### C. Floor planning (detailed floor plans, Land Registry, fire, licensing and HMO plans)

- Plans are prepared from our measured survey of the accessible areas of the Property. Floor areas and dimensions are given for guidance and are subject to reasonable measuring tolerances.
- Land Registry plans are prepared to HM Land Registry's published requirements. If a plan is rejected for a reason within our control, we will amend it free of charge.
- Fire, licensing and HMO plans are prepared to the requirements you or the council give us. Approval of any licence or application is a decision for the council and is not guaranteed.
- Plans that include Ordnance Survey mapping carry an OS copyright notice and are licensed for the purpose of the Order only.

### D. Property searches

- Assessment Hive Limited is registered with the Property Codes Compliance Board as a subscriber to the Search Code. In providing searches, we comply with the Search Code.
- Our searches are compiled by search compilers registered with the Property Codes Compliance Board. Each search names the compiler and includes the Important Consumer Protection Information.

- A search reports what is recorded in the records searched on the date it was compiled. It does not cover matters that are not recorded, or that arise after that date.
- The buyer, the lender and their professional advisers may rely on a search, as well as the Customer and Client.
- Turnaround times depend on local authorities, water companies and other data holders. We will tell you if a search is delayed, and send each search to you within 24 hours of receiving it.
- We will respond to any query about a search within 5 working days.
- If you cancel a search after it has been ordered, you must pay any charges already incurred from the compiler, local authority or other data holder. If you have paid in advance, we will refund the balance. If you have not yet paid, we will invoice you for those charges, and payment is due on receipt of our invoice.
- Where specialist search insurance is provided, its details are shown in the search.

Signed on behalf of Assessment Hive Limited: Andrew Andreou, Chief Compliance Officer. These terms are dated November 2026.