



Standard Terms & Conditions

By placing an order with Assessment Hive Limited you are accepting our terms and conditions. Your existing statutory rights are not affected by these conditions.

These Terms and Conditions ('the Terms') govern your relationship with us. Please read them carefully as they affect your rights and liabilities under the law. If you do not agree to these terms, please do not place an Order for a Service with us.

1.0 Definitions

In these terms and conditions, the words below shall have the following meanings: -

'We', 'us', 'our' and **'AH'** are all references to Assessment Hive Limited.

'Report' means any assessment prepared by us

'Property' means the address or location supplied by the Customer or Client in the Order for the Report.

'Order' means any request completed by the Customer or Client

'Customer' means the person, company, partnership or other organisation placing an Order either on their own behalf as a Customer, or as an agent for the Client.

'Fixed Fee' means a set price given to the service offered

'Next Day' means the next working day.

'Working Day' means Monday to Friday, excluding Bank or other Public holidays.

2.0 Agreement

We agree to supply the report(s), assessments or carry out jobs to the Customer subject to these terms and the Customer indicates their acceptance of these terms when placing an order.

Where the Customer is acting as an agent for the Client then the Customer shall be responsible for bringing these terms to the attention of the Client.

3.0 Certificates and Assessments

We will produce our assessments/reports and/or works work with reasonable care and skill. It is provided to the Customer and/or Client on the basis that they acknowledge and agree to the following: -

- 3.1 The information in our reports/assessments reflects that available to us on the date the reports/assessments was produced.
- 3.2 The information contained in a report/assessment can change on a regular basis and we cannot be responsible to the Customer and/or Client for any change in the information after the date on which the report/assessment was produced.
- 3.3 Our reports/assessments are produced for use in relation to individual property only and is for the property supplied in the order form.
- 3.4 Our reports/assessments are intended for the personal use of the customer and/or client.

4.0 Fixed Price Work

All costs are subject to VAT at the prevailing rate. Where a written estimate has been supplied to you, the total charge outlined in the estimate should not exceed the actual time taken by more than 20%, but may be revised in the following circumstances:

- If, after submission of the estimate, you instruct us (in writing or verbally) to carry out additional work not referred to in the estimate.
- If, after submission of the estimate, there is an increase in the price of materials.
- If, after submission of the estimate, it is discovered that further work needs to be carried out which were not anticipated when the estimate was prepared.
- If, after submission of the estimate, it is discovered that there was a manifest error when the estimate was prepared.
- Requirement of a detailed Insurance Report (in addition to the estimate and invoice) will incur a nominal charge of £25.00.

We will not be under any obligation to provide an estimate to you and will only be bound by estimates given in writing to you and signed by an authorised representative. We will not be bound by any estimates given orally or in which manifest errors occur.

5.0 Insurance Schedules

We will at all times ensure that we hold adequate insurance to carry out our tasks and where necessary we will ensure that any third parties or sub-contractors we instruct to fulfill our obligations carry adequate insurance.

We will at all times provide our Insurance details or copies of any cover notes to our registered customers or any other person(s) involved in the transaction upon request. We ask that we are allowed at least 24 hours to provide these details. Our insurance is with AXA XL Insurance Company UK Limited and the amount of PI cover we have in place is £2million for each claim.

6.0 Data Protection

All instructions and information received by us shall be dealt with by us in strictest confidence. We will not provide any details or copy documents to third parties unless instructed to do so by the client, client's agent or by law. We are registered with the Information Commissioner's Office as a Data Controller.

7.0 Copyright

The copyright and intellectual property rights in any assessments shall remain our property.

7.1 The client agrees to respect and not to alter any trademark, copyright notice or trading name which appears on the Report.

7.2 The Customer and/or Client agree to indemnify us against any costs, claims and damage suffered by us as a result of any breach by them of the copyright terms in paragraphs 7 and 7.1.

8.0 Complaints Procedure

Assessment Hive Limited is registered with the Property Codes Compliance Board as a subscriber to the Search Code. A key commitment under the Code is that firms will handle any complaints both speedily and fairly.

If you want to make a complaint, we will: -

- Acknowledge it within 5 working days of receipt.
- Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt.
- Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time.
- Provide a final response, in writing, at the latest within 40 working days of receipt.
- Liaise, at your request, with anyone acting formally on your behalf.

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, <https://www.tpos.co.uk/> email: admin@tpos.co.uk.

We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

We will co-operate fully with the accreditation during an investigation and comply with their final decision.

Complaints should be sent to: -

Mr. Andrew Andreou, CCO, Assessment Hive Limited of Libra House Business Centre, 192 Lancaster Road, Enfield, Middlesex, EN2 0JH – Email: info@assessmenthive.co.uk.

9.0 Payment Terms

Unless the Customer or Client has an account with us, we must receive payment upfront. For Customers with credit accounts, payment terms will be as agreed with us. Payment is required for any certificate/report whether passed or failed. In the event of a failed report, at our discretion we will not charge you for the subsequent pass certificate/report if you use us for the remedials however, this does not apply to Air Testing.

10.0 Faulty Products

If any products are supplied in the course of us providing the Services, and you discover a defect with one or more of those products or if the product or products have been incorrectly described, you should inform us immediately.

After the first 30 calendar days, and for the first six months, we will, at our discretion, repair or replace any defective products or, if a repair or replacement is not practicable or possible, or if a repair or replacement is unsuccessful, you are entitled to a full refund. Alternatively, you may keep the product(s) at a reduced price. This right may not apply if we can prove that the defect has been caused deliberately or negligently by you, or as a result of your failure to follow instructions given by the engineer.

After the first six months, if any product develops a fault, you must prove that the product in question was faulty at the time we supplied it and you took ownership of it. You may be entitled to a repair or replacement, or to a partial refund for up to six years depending upon the nature of the Product and how long it can reasonably be expected to last.

11.0 Your Obligations

If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, you must obtain them before we begin to provide the Services.

We may ask you to move or remove certain furniture, fixtures and fittings in the Property before we begin work. Unless you and we specifically agree otherwise, this is your responsibility.

You will ensure that the engineer can access the Property at the Agreed Times to provide the Services.

You may either give the engineer a set of keys to the Property or be present at the Agreed Times to give the engineer access. We promise that all keys will be kept safely and securely by the engineer.

For installation jobs, you must ensure that the engineer has access to electrical outlets and a supply of hot and cold running water.

12.0 Events Beyond Our Control

Neither party to the Agreement shall be liable for any delay or failure to perform their obligations caused by any circumstance beyond their control, and such party shall be entitled to a reasonable extension of time for the performance of such obligation.

13.0 Time allocation for jobs

We allocate 2-hour time slots from Monday to Saturday and these are supplied on a first come, first served basis. Your assessor/engineer can arrive any time between the start of your slot and the end of your slot. Sometimes it may be necessary to re-schedule an appointment due to factors beyond our control. If it is necessary to do this, we will attempt to contact you to try and re-schedule another appointment as soon as possible at a mutually convenient time.

14.0 Missed Appointments

If you are unable to keep a service appointment, please contact us to re-book the appointment as soon as possible. Cancellations made less than 24 Hours before the appointment is due will incur an administrative charge of £50.00.

Non-attendance or call out will be charged, where the engineer cannot gain access to property, boiler is not working, no gas or electrical supply or no access to gas meter – when onsite and will incur a £50.00 per administrative charge.

In cases of legionella risk assessments, if the assessor is unable to gain access to the boiler or water supply system it will be treated as a missed appointment.

Please note that all terms apply to any third-party contractors you instruct to be at a premises on your behalf e.g. if you have a tenant that will be giving us access to the property the same terms apply.

15.0 Code of Conduct

- 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.
- We will comply with the Search Code

ASSESSMENT HIVE LIMITED

Libra House Business Centre
192 Lancaster Road
Enfield, EN2 0JH
Tel: 020 3745 1093
E-mail: info@assessmenthive.co.uk
Website: www.assessmenthive.co.uk

Signed on behalf of Assessment Hive Limited



ANDREW ANDREOU
CHIEF COMPLIANCE OFFICER

These Terms & Conditions are dated this 1st January 2022