# Terms and Conditions for Building Energy Rating (BER) Service – Domestic and Non-Domestic

To understand what is included and not included in your report it is essential and recommended that the following terms and conditions are read in full. By booking our services you are agreeing to these terms.

#### **Terms and Conditions**

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#### 1) BER Service

- a) The BER service carried out by Property Health Check Ltd. (PHC) will be carried out in accordance with the Code of Practice and the relevant methodologies and guidance from The Sustainable Energy Authority of Ireland (SEAI).
- b) The BER service may be for either a domestic dwelling or non-domestic property.
- c) Based on the information supplied, a BER assessment of the building(s) will be completed and submitted to SEAI for publication on the National BER Register. It is the customer's responsibility to provide the relevant information before the BER assessment.
- d) The methodology used for the BER assessment incorporates standard occupancy assumptions and a range of technical judgements on the energy efficiency of various building components and attributes.
- e) A building energy rating is only a guide to the overall energy efficiency of a building. In practice, energy efficiency is highly dependent on how occupants use the building.
- f) Photographs are taken of the property as part of the BER assessment.

### 2) BER Certificate and Report

- a) A BER Certificate and Advisory Report will be issued within 5 working days of the BER assessment.
- b) A BER certificate shows the building energy rating for a property. The building energy rating is an indication of the energy performance of the property based on the data provided to and by the BER Assessor and using the quoted version of the assessment software.
- c) A BER certificate is valid for 10 years from its date of issue, provided there have been no major changes to the property that would substantially alter its energy performance, e.g., an extension, new heating and/or HVAC system, etc. It is important to note that a BER may change over time due to many factors including deterioration or modification to the fabric of the building, or its elements.
- d) PHC have an ongoing responsibility to ensure the accuracy of BER certificates issued based on our assessment. For that purpose, it may be necessary for us and/or SEAI or its agents to visit the building to carry out a site survey. The owner(s) of the building(s) may be requested to allow us or SEAI to visit the building(s) for this purpose. If you decide not to facilitate such a request, SEAI may decide to revoke the relevant BER certificate.
- e) Once published, the BER Certificate and Advisory Report will also be available online from the National BER Register.

#### 3) Report Issue

- a) Ber Certificates and Advisory Reports (hereinafter "the report") are issued by email. The email will contain a link to a secure site, where the report can be viewed and downloaded.
- b) Reports are provided in colour PDF format only.
- c) Requests to provide a hard copy may incur an additional postage fee, and the report will be issued in black and white.
- d) The BER Certificate can be re-issued, including updated information, at the request of the client. An additional fee will be charged for this service.

## 4) Price and Payment

- a) Valid numbered quotations are provided in writing only and are valid for thirty days from the date of issue. The price shows and includes the compulsory SEAI fee required to obtain an official BER certificate.
- b) Payment can be made by credit card, debit card, and Electronic Funds Transfer (EFT).
- c) Payment is taken at the time of booking.
- d) The additional fee for the re-issue of a BER Certificate is taken at the time of the client request.

## 5) Liability, Confidentiality, and Ownership

- a) PHC and SEAI shall have no responsibility for any loss or damage that may arise as a result of the Building Energy Rating assessment or result.
- b) Copies of all information and documentation supplied in connection with this application (whether requested or otherwise) will become the property of SEAI.
- c) Property Health Check Ltd. comply with GDPR regulations in relation to any information gathered.

## 6) Complaints Policy

- a) We aim to give excellent service to all our customers, however, we recognise that things may go wrong occasionally. We will do our best to deal with your complaint as effectively and quickly as possible. Find out how to make a complaint <a href="here">here</a>.
- b) To get in touch please contact our Customer Care team using one of the following methods: -
  - Online complaint form
  - Call 0818 787839
  - Email: info@propertyhealthcheck.ie
  - Post: Property Health Check Ltd., 20 Main Street, Kenmare, Co. Kerry

### 7) Termination

- a) The Client may terminate an Agreement but must give a minimum of two working days' notice.
- b) If a cancellation or a postponement takes place within two working days of the inspection, then 25% of the quotation total fee will be charged.

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