

**Definitions:**

Vibrant/We	Is the brand name of Vibrant Energy Matters Ltd. Registered office: 2 Foxes Lane, Oakdale Business Park, Blackwood, Gwent NP12 4AB Registered in England, registration number 6755736
Services:	Services provided by Vibrant as outlined on the website <a href="http://vibrantenergymatters.co.uk">vibrantenergymatters.co.uk</a> . Services include: EPC, EPC Plus, EPC Commercial, CO Alarms, GAS CP12, Gas CP12 + Full Boiler Service, Inventories, Check In/Check Out, Floor Plans, Viewings, Mid-terms, Fire Risk Assessment, Legionella Risk Assessment, , Property Audit Report, and Stock Condition Survey.
Report	The report produced after a field assessor has attended site.
Landlord	The lettings owner or their representative

**IMPORTANT NOTICE TO ALL USERS: YOU SHOULD READ THIS CAREFULLY BEFORE ENGAGING WITH VIBRANT THROUGH ITS WEBSITES AND SERVICES.**

By visiting our site and or purchasing a service from us, you are bound by the following terms and conditions and policies referenced herein and/or available on our website.

**Vibrant Website**

You agree to adhere to all applicable laws, regulations and codes of conduct when using the Vibrant website.

Vibrant endeavours to ensure the content of the website is correct, but it will not be liable for any damages arising in contact of the site and any material contained within it or from any action or decision taken because of using the site or any material.

Any links to external websites are provided for information and convenience only. Vibrant does not accept responsibility for the linked sites and any information found there. A link does not imply endorsement of a site.

**Copyright and Ownership**

The Vibrant logo cannot be used or copied without prior written agreement. All information and data held on any Vibrant systems, paperwork or digital media, including the Vibrant website [vibrantenergymatters.co.uk](http://vibrantenergymatters.co.uk) and associate websites are the property of Vibrant Energy Matters Ltd and is protected by international copyright laws. All rights in respect of copyright are reserved.

**Personal Information**

Vibrant is a controller of the personal data it collects for the purpose of providing the EPC+ report. This means it decides what personal data to collect and how to use it and is responsible for protecting it.

**Appointments**

Pre-arranged appointments with field workers are made on the understanding that an adult will be present to provide access to the property at the appointed time. You will also make available any insulation certificates that are relevant to the inspection to the

Assessor. If certificates are not available it may result in insulation ben recorded as 'not present' or 'unknown'.

### **Cancellations**

You have the right to a 'cooling off period' during which, you have the right to withdraw from the purchase of a service from us for any reason within 14 calendar days from the date of instruction. To cancel, you must let us know of your decision by letter or by email. Cancellation rights do not apply once a job has been completed.

Any reimbursement will be made using the same means of payment that was used for the initial transaction. You will not be charged for any reimbursement.

### **Limitation of Liability**

Vibrant will provide its services using reasonable care and skill.

Vibrant cannot accept liability for any error in a report which is based on any error or inaccuracy in a public register. Nor will we be liable for any information contained within a report which is based on information that we have obtained from any third party or by you.

Our entire aggregate liability to you for direct loss arising from our being in breach of these conditions or negligent, in the course of performing the Services, will not exceed the cost of the Service.

This agreement is between you and Vibrant. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the agreement.

Vibrant is not liable for losses that are unexpected, avoidable by an action you could have taken and/or a business loss, such as loss of profit, rent and revenue.

### **Statutory Compliance**

Vibrant will at all times comply fully with all relevant statutory regulations and the Data Protection Act.

### **Lead Times and Working Hours**

Vibrant have a 3-9 day lead time for all services being booked in. Vibrant working days and hours are Monday to Thursday 8.30AM to 6PM and 8.30AM to 5PM on Friday and 9AM to PM on Saturday.

### **Reports**

You will make Vibrant aware of any errors in the report within one month of the visit.

Once the EPC survey has been completed, Vibrant will update the Government's central register for EPC ratings, with the details of your new report and this will replace any existing EPC rating you may have. You can access information about your property's EPC certificate at <https://www.gov.uk/find-energy-certificate>.

### **Landlords**

If you're a landlord or if you're considering becoming one in the future, the new EPC rating of your property may affect your ability to let the property out, for example, if your EPC rating is below the minimum standard required under the Domestic Minimum Energy Efficiency

Standard (MEES) Regulations. It is important that you understand this impact when requesting an EPC+ report. For further information on letting your property and EPC rating visit <https://www.gov.uk/guidance/domestic-private-rented-property-minimum-energy-efficiency-standard-landlord-guidance>.

Further information, including information about your rights can be found within Vibrant's Privacy Policy

### **Our Complaints Procedure**

All complaints should be sent to [customerservices@vem.co.uk](mailto:customerservices@vem.co.uk) where complaints can be logged. We will **acknowledge** all complaints within 24 hours, and **provide a full response within 72 hours** by email. **If the complaint resolution will exceed 72 hours, we will inform you accordingly.** The Complaints Team will provide contacts information in their response.

### **English Law**

These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

### **Force Majeure**

We shall not be liable to you for any breach of conditions of use or any failure to provide or delay in us providing our services through events beyond our reasonable control.

### **Amendments**

We reserve the right to amend these Terms from time to time without notice to you. Please check the Terms periodically to see whether a change has been made to them. If you do not agree with any change in these Terms please discontinue further use. Your continued use of [connells.co.uk](http://connells.co.uk) will signify your acceptance of any change in the Terms set out here.

From time to time Vibrant may supplement these Terms with additional terms applying to specific content or events ("Additional Terms"). Any Additional Terms will be clearly placed on [vibrantenergymatters.co.uk](http://vibrantenergymatters.co.uk) to be viewed in connection with the specific content or events. All Additional Terms will form part of these Terms. Vibrant may modify or discontinue [vibrantenergymatters.co.uk](http://vibrantenergymatters.co.uk) with or without notice to you and without liability to you or any third party.