

For the purpose of these terms and conditions the following words shall have the following meanings:

(a) "The Company" shall mean Certify My Property Ltd

(b) "The Customer" shall mean the person or organisation for who the Company agrees to refer an engineer to carry out works for.

The Contractor, Operative or Engineer shall mean the representative or contractor referred by the Company.

The Company reserves the right to refuse or decline work at its own discretion. Where the Company agrees to carry out works for the Customer those works shall be undertaken by the designated contractor of Company at its absolute discretion. All certificates will be sent to the Customer within a reasonable time of the engineers visit. The contracted engineer will endeavour to meet the exact appointment time however we can not be held responsible for delays caused by external factors out of the companies control. Electrical power and gas must be supplied to the property in order to carry out inspections. The engineer can not add credit or add emergency credit to pre-paid meters.

Parking and Congestion charges. Parking and congestion costs will be added to the invoice where applicable. If there is no parking within a reasonable distance from the property the appointment will be rescheduled. If, after the Company has carried out the works and the Customer is not satisfied with the works then the Customer shall give notice in writing within 30 days to the Company and shall allow the Company, and its insurers, the opportunity of both inspecting such works, and carrying out any necessary remedial works if appropriate. The Customer accepts that if he fails to notify the Company as aforesaid then the Company shall not be liable in respect of any defects in the works carried out. The Guarantee from the referred engineer shall be for labour only in respect of faulty workmanship for 3 months from the date of completion with the manufacturer's warranty in force. The Guarantee will become null and void if the work/appliance completed/supplied by the Company is:(a) Subject to misuse or negligence. (b) Repaired, modified or tampered with by anyone other than an operative. The Company will accept no liability for, or guarantee suitability, materials supplied by the Customer and will accept no liability for any consequential damage or fault.

Payment terms. All invoices should be settled immediately. If an invoice is not settled before the referred engineers visit the engineer can not send the satisfactory or unsatisfactory certificate to the customer. The company could not hold responsibility for the consequences of not sending a certificate with an unpaid invoice. If an invoice remains unsettled for more than 30 days additional charges will be added. Appointment amendments and cancellations. The company needs 24 hours notice to amend or cancel booked appointments, any amendments or cancellations within 24 hours are subject to a £30 fee plus any materials specifically purchased for the job. The customer shall be solely liable for any hazardous situation in respect of an Electrical Condition Report or Gas Safe Certificate with Gas Warning Notice issued. Engineers operate under their own Gas Safe Registration or Electrical Registration and as such are solely responsible for any Gas or Electrical related work and subsequent liability. The Company shall be entitled to fully recover costs or damages

from any operative/engineer/contractor whose negligence or faulty workmanship results in the Company being made liable for those damages or rectification of the work. Title to any goods, supplied by the Company to the Customer shall not pass to the Customer but shall be retained by the Company until payment in full for such goods has been made by the Customer to the Company. Until such time as title in the such goods has passed to the Customer:(i) the Company shall have absolute authority to repossess, sell or otherwise deal with or dispose of all any or part of such goods in which title remains vested in the Company. (ii) for the purpose specified in (i) above, the Company or any of its agents or authorised representatives shall be entitled at any time and without notice to enter any premises in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be. (iii) the Company shall be entitled to seek a court injunction to prevent the Customer from selling, transferred or otherwise disposing of such goods. Notwithstanding the foregoing, risk in such goods shall pass on delivery of the same to the Customer, and until such time as title in such goods has passed to the Customer, the Customer shall insure such goods to their replacement value and the Customer shall, upon request, provide the Company with a certificate or other evidence of such Insurance. The Engineer can wait up to 15 minutes beyond the appointment time if there is no answer at the door. The Company shall not be liable for any delay or for the consequences of any delay in performing any of its obligations if such delay is due to any cause whatsoever beyond its reasonable control, and the Company shall be entitled to a reasonable extension of the time for performing their obligations. The Company shall only be liable for rectifying works completed by the Company and shall not be held responsible for ensuing damage or claims resulting from this or other work overlooked or subsequently requested and not undertaken at that time.

Engineers Time. Payment for services includes the engineers time to visit and carry out the certificate or remedial works. If a certificate such as an electrical certificate, gas certificate or pat test is purchased the cost is for the engineer to visit the premises and carry out the certification for what is available to him/her there and then. If the engineer needs to remain on site for a set amount of time an hourly rate would need to be invoiced in addition to the cost of the certificate and agreed via email in advance.

Complaints. All complaints must be received from in writing to Certify My Property Ltd, 20-22 Wenlock Road, London, N1 7GU and will be kept for a minimum period of 1 year. These terms and conditions and all contacts awarded between the Company and Customer shall be governed and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English law.

PLEASE NOTE ALL WORKS CARRIED OUT ARE COVERED BY A 1 MONTH WARRANTY.