

## **TALK GREEN LIMITED TERMS OF BUSINESS**

These Terms of Business explain the basis on which Talk Green Limited provides products and services to clients. Please read them carefully before placing your order or confirming any instructions.

### **1. About Us**

Company Name: Talk Green Limited  
Company No: 08115827  
Registered Office: Toll Bar House 1 Derby Road ILKESTON DE7 5FH  
Telephone: (0115) 880 0066  
Email: [admin@talkgreen.co.uk](mailto:admin@talkgreen.co.uk)  
Website: [www.talkgreen.co.uk](http://www.talkgreen.co.uk)

### **2. Services Provided**

Talk Green Limited provides a range of services, including but not limited to:

- Residential and Commercial Energy Performance Certificates (EPCs)
- Floor Plans
- Retrofit Coordination
- Retrofit Assessments
- PSI Value Calculations
- Residential and Commercial Property Analysis
- Background Ventilation Testing / Pulse Testing
- Residential On-Construction SAP Calculations
- Residential and Commercial Legionnaires' Risk Assessments

We reserve the right to amend or add to the list of services as required. Please check your quotation or order confirmation for specifics.

### **3. Client Responsibilities**

To allow us to carry out our services efficiently and in compliance with internal and external audit requirements, you (the client) must:

- Provide all necessary information in full and on time
- Allow access to all necessary areas of the property/premises
- Ensure that Talk Green Limited's employees and subcontractors are able to work in safe and suitable conditions
- Respond promptly to our requests
- Make payments on time and as agreed

The company and staff reserve the right not to complete works/surveys if they believe that there is increased risk of injury or perceive a threat to themselves .

Failure to meet these responsibilities may delay delivery or result in additional charges.

## 4. Prices and Payment

All quoted prices, written or verbally, are exclusive of VAT, which is charged at the standard UK rate. Prices quoted are based on the information provided by the client at time of instruction. If it is found that the size of the property greatly differs from that initially quoted, we will inform the client and agree an overage.

### Payment Terms:

- **Non-account customers:** Payment must be made at the time of order, on receipt of our invoice, or by the survey date (whichever comes first).
- **Account customers:** Payment terms of 7, 14, 21, 28 or 30 days from invoice date apply only if pre-agreed in writing.
- **Late payments:** In the event of late payment, Talk Green Limited reserves the right to charge interest on the overdue amount at the statutory rate under the UK Late Payment of Commercial Debts (Interest) Act 1998, currently 8% above the Bank of England base rate, calculated on a daily basis until payment is received in full. Talk Green Limited also reserves the right to recover reasonable administration fees and any legal or court costs incurred in the collection of overdue amounts.

### Accepted Payment Methods:

- Debit/credit card (over the phone or at the time of the appointment to the assessor)
- Cash (payable at the time of the appointment to the assessor)
- Bank transfer

## 5. Cancellations and Refunds

To cancel, please call our office as soon as possible on (0115) 880 0066.

Late cancellations may result in a charge to cover the cost of a missed appointment or visit.

Refunds (full or partial) will only be issued if no part of the service or product has been delivered.

## 6. Start and End of Agreement

This agreement begins from the moment you instruct Talk Green Limited to carry out work—whether verbally or in writing.

It ends once we have delivered the service/product and received full payment.

If the service is cancelled after instruction, the client will be invoiced for all work undertaken up to that point. Payment will be due immediately upon invoice.

## 7. Responsibility and Liability

Talk Green Limited is responsible for providing the services/products as instructed, including any necessary site visits or associated works (e.g. drilling for borescope surveys).

We are not liable for:

- Any damage or loss not caused by our employees or authorised subcontractors
- Issues arising from measures introduced by the client that do not follow our advice or recommended process of installation

## **8. Confidentiality**

We treat all information you provide to us as confidential and only use it to carry out your service and meet audit or legal requirements.

We will not share your information with third parties unless:

- You give us written permission
- We are legally required to
- It is necessary to complete the service and the third party (e.g. accreditation body or auditor) is under an equivalent confidentiality obligation

## **9. Data Protection**

Talk Green Limited complies with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

We only collect, store and use personal data in ways that are necessary for providing our services or as legally required.

For more information, please refer to our Privacy Policy

## **10. Intellectual Property**

All reports, certificates, and documents remain the property of Talk Green Limited until full payment has been received.

Once received, you are granted the right to use the documents/information for your own personal or business use.

Reproducing or distributing them for third-party use without permission is not permitted.

## **11. Complaints**

All Talk Green Limited employees and subcontractors follow our Code of Conduct.

If you have any concerns:

- Raise the issue with the assessor on site
- Or contact us by phone or email: [admin@talkgreen.co.uk](mailto:admin@talkgreen.co.uk)

We will handle your complaint under our Complaints Procedure.

If your complaint relates to a completed residential or commercial EPC and we are unable to resolve it, you may escalate it to the assessor's accreditation body for an independent review.

## **12. Force Majeure**

We are not liable for any delay or failure to perform our obligations under this agreement due to events outside our reasonable control.

This includes (but is not limited to): extreme weather, fire, flood, natural disasters, strikes, transport disruption, illness, or government restrictions.

## **13. Governing Law**

This agreement is governed by English law. Any disputes will be handled by the courts of England and Wales.

#### **14. Entire Agreement**

These Terms of Business represent the entire agreement between Talk Green Limited and the client. They override any other communications or previous agreements unless confirmed in writing by both parties.

#### **15. Acceptance of Terms**

By instructing Talk Green Limited to provide services or products – whether in writing or verbally – you are agreeing to these Terms of Business.