



TERMS AND CONDITIONS FOR THE PROVISION OF CONSULTANCY, ASSESSMENT & CERTIFICATION SERVICES

These Terms and Conditions (“Terms”) apply to all consultancy, assessment, certification, and related services (“Services”) provided by DSMHEM Ltd (“we”, “us”, or “DSMHEM”). By requesting a quotation or engaging our Services, you (“the Client”) agree to these Terms.

Please read them carefully. They explain your rights and our obligations. These Terms do not affect your statutory rights under the Consumer Rights Act 2015 or other applicable law.

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1. WHO WE ARE

DSMHEM Ltd is a company registered in England and Wales (Company No. 17158819).

Registered address: 15 Laburnum Avenue, Newbold Verdon, Leicester, Leicestershire LE9 9LQ, United Kingdom.

Contact: info@dsmhem.co.uk

Telephone: (+44) [07943 063 981](tel:07943063981)

2. OUR SERVICES

We provide building regulations consultancy, SAP calculations inc. new build, change of use and over-glazed extensions, SBEM/BRUKL reports, Energy Performance Certificates (EPC), overheating assessments (Simplified Method or TM59), U-Value, Kappa Value and PSI-Value calculations, water usage calculations, energy and sustainability statements, and various related certification and assessment services.

All Services are provided with reasonable care and skill as required by the Consumer Rights Act 2015.

Detailed requirements (such as drawings and specifications needed) are set out in your quotation and in the service-specific sections below.

3. QUOTATIONS AND CONTRACT FORMATION

- Quotations are provided by email and are valid for 30 days unless stated otherwise.
- Verbal estimates are not binding.
- A binding contract forms when you accept our quotation in writing (email is sufficient) and we confirm acceptance.
- We reserve the right to refuse any request for Services for non-discriminatory reasons.

You must provide accurate and complete information (including drawings, specifications, and site details). We are not responsible for delays or additional costs caused by incomplete or incorrect information supplied by you.

4. PRICING AND PAYMENT

- Prices are as stated in the accepted quotation and include VAT unless otherwise specified.
- We aim to provide clear, upfront pricing in line with consumer protection rules.
- Payment terms are as set out in the quotation or invoice (usually payment on receipt of invoice, with a maximum of 30 days).
- You are responsible for any bank or currency conversion fees.

- Late payments may attract statutory interest at 8% per annum above the Bank of England base rate, plus reasonable debt recovery costs.

No certificates, reports, or deliverables will be issued until full payment of the outstanding invoice has been received.

5. CLIENT RESPONSIBILITIES

You agree to:

- Provide all required information, drawings, specifications, and access in a timely, clear, and legible manner.
- Ensure any preparatory work you are responsible for is completed by the agreed date.
- Notify us of any known health & safety risks, asbestos registers, COSHH assessments, or access restrictions before work commences.
- Confirm you are the legal owner of the property or have the owner's permission to instruct us.
- Obtain any necessary planning permissions, building regulations approvals, or third-party consents (unless we expressly agree otherwise).

We are not responsible for delays or extra costs caused by your failure to meet these responsibilities.

6. OUR OBLIGATIONS AND DELIVERY

We will:

- Carry out the Services with reasonable care and skill.
- Use reasonable endeavours to meet any agreed timescales (these are estimates unless stated as fixed).
- Provide reports and certificates in PDF format (paper copies available on request).
- Retain drawings and relevant client data for 15 years in line with our Privacy Policy and data protection obligations.

We are not liable for losses caused by delays outside our reasonable control (e.g., late supply of information by you or third parties, changes in regulations).

7. VARIATIONS AND ADDITIONAL WORK

Any changes to the scope of work must be agreed in writing with a revised quotation. Additional fees may apply for changes to drawings, layouts, or specifications after acceptance.

8. CANCELLATION AND TERMINATION

Consumer cooling-off rights: If you are a consumer and the contract was made at a distance or off-premises, you may have a 14-day right to cancel from the date the contract is formed. We will provide full details and a cancellation form where this applies.

- If you cancel after we have started work with your agreement, you may be charged a reasonable proportion of the fee for work already carried out and any irrecoverable costs.
- We may terminate the contract if you fail to pay or provide required information after reasonable notice.

For full details on cancellation charges, please refer to your quotation or contact us.

9. LIABILITY

We are liable for losses caused by our failure to exercise reasonable care and skill, subject to the limits below.

- Our total liability under any contract is limited to the total fees paid by you for the Services (or as required by law).
- We are not liable for indirect or consequential losses (e.g., loss of profit, business interruption) except where law prevents exclusion.
- Nothing in these Terms excludes or limits our liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded by law.

You remain responsible for insuring your property and for the accuracy of information you provide.

10. COMPLAINTS

We aim to resolve any issues promptly. Please contact us at info@dsmhem.co.uk with details of your complaint. We will acknowledge within 5 working days and aim to provide a full response within 28 days.

If unresolved, you may use alternative dispute resolution where available or pursue your statutory rights.

For complaints relating specifically to Energy Performance Certificates please see below;

Complaints Procedure

At **DSMHEM**, we are committed to delivering exceptional customer service. We recognise that sometimes things don't go as planned, and we want to ensure your concerns are addressed. This document outlines our complaint process, which is designed to help us assist you effectively.

We take every complaint seriously and will handle your concerns with the utmost care and confidentiality. Your feedback is important to us, and we appreciate the opportunity to improve our services.

Contacting us

The quickest and easiest way to resolve your complaint is to give us a call at the number below. If you prefer to write, you can reach us via email using the contact details provided. We're here to help!

DSMHEM Limited.
07943063981
info@dsmhem.co.uk

If you would prefer to discuss your complaint in person this can be arranged via any of the methods above and a time can be mutually agreed between both parties.

Information we need from you

To help us investigate your complaint effectively, please provide the following information:

- Your name and contact information.
- EPC certificate number or Property Address
- A description of your complaint, including any evidence which may support your concerns

Dealing with the Complaint

DSMHEM aims to respond to a complaint within 3 working days of receipt. The initial response will confirm receipt of the complaint and allow for a 7-day holding period to allow additional time to fully investigate the complaint based on the information that has been provided.

A formal resolution will be undertaken and reported back to all relevant parties within 10 working days from receipt of the initial complaint.

If a resolution for the complaint cannot be reached within the initial timeframe, **DSMHEM** will provide the complainant with an estimate of the time required to resolve the complaint.

Complaint Escalation

If upon receiving the complaint resolution from **DSMHEM** the customer finds this to be unsatisfactory, the customer can then choose to raise the complaint directly with the accreditation scheme (Elmhurst Energy).

DSMHEM assessors are accredited through 'Elmhurst Energy' and a copy of their complaint's procedure can be issued upon request.

The complaint will then be dealt with in line with the accreditation schemes complaint procedure who will aim to find a satisfactory resolution to the initial complaint.

Non-Resolved Complaints

If a satisfactory outcome cannot be reached by the accreditation scheme this will be escalated through an internal appeals process, details of which can be provided by the accreditation scheme on request.

Record Keeping

All records of complaints, disputes and outcomes will be maintained for a minimum of 7 years by **DSMHEM**. The outcome of the complaints will only be made available to the relative parties.



11. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- Reports and certificates we produce remain our intellectual property, but you are granted a licence to use them for the intended purpose.
- We treat your information as confidential and will not disclose it to third parties without your consent, except as required by law or as set out in our Privacy Policy.
- If you share our reports in a way that misrepresents the content, this confidentiality protection may not apply.

12. WEBSITE USE

Our website (www.dsmhem.co.uk) provides general information about our services and information relating to the building regulations.

- Content may be updated without notice.
- We endeavour to keep information accurate but cannot guarantee it reflects the very latest regulatory changes. Any errors we make will be rectified free of charge where possible.
- Use of the website is at your own risk. We are not liable for any loss arising from reliance on website content or from viruses/malware (ensure your own device security).
- All website material (text, images, layout) is owned by DSMHEM Ltd. Unauthorised copying or replication is prohibited.
- External links are provided for information only; we are not responsible for third-party content.

Website use is governed by the law of England and Wales.

13. SERVICE-SPECIFIC REQUIREMENTS

The following additional requirements apply to the listed Services. Full details will also be provided in your quotation.

A) SAP 10.2 & 10.3 Assessments (including New Build, Conversions, Overglazed Extensions)

Desk-based calculations requiring a full set of scaled drawings and specifications (site plan, floor plans, elevations, sections, window/door schedule, construction details, HVAC/lighting/renewables data sheets). We cannot commence work until all required information is received. Client is responsible for obtaining data from project team members. Full details provided in quotation.

Design-stage assessments allow reasonable revisions. Additional fees may apply for significant layout changes (£50 per hour for remodelling) or repeat U-value calculations (£15 each). Air permeability assumptions and targets follow Part F guidance.

As-built stage requires final drawings, photographic evidence (per Approved Document L Appendix B), air tightness test certificate (where applicable), MCS certificates, signed declarations, and other listed documents.

B) Simplified Overheating Assessments & TM59 Dynamic Modelling

Calculations follow Approved Document O and CIBSE TM59. Simplified method is used where appropriate; TM59 required for complex or high-risk cases (additional fee). Changes to layout after initial calculation may incur £75 per hour remodelling fee. CAD/DWG file based drawings required. Full details provided in quotation.

C) U-Value, Kappa Value & PSI-Value Calculations

Based on specifications and drawings provided. Software complies with relevant BS EN ISO and BRE standards. 2D and 3D options available as needed. Full details provided in quotation.

D) SBEM / BRUKL & Non-Domestic EPCs

Similar drawing and specification requirements as SAP. Full details provided in quotation.

E) Water Usage Calculations

Design stage uses provided flow rates from design specification as provided or default figures. As-built stage requires manufacturer data, WRAS/UWLA details, and grey/rainwater information where applicable. Full details provided in quotation.

F) Energy & Sustainability Statements

We use the same information requirements as for SAP assessments (scaled drawings, construction specifications, HVAC/lighting/renewables details, etc.) to calculate predicted carbon emissions and primary energy ratings. The statement will demonstrate how the proposed design meets or exceeds the specific energy and sustainability targets in the relevant local plan.

Important note: Local planning policies vary between councils. We will base the statement on the policies applicable to your site at the time of preparation, but you remain responsible for confirming the exact requirements with your local planning authority. Any changes to the design or local policy after the statement is issued may require additional work at extra cost.

NOTE

Drawings and client data are retained for 15 years in accordance with data protection law for all services.

14. GOVERNING LAW AND JURISDICTION

These Terms are governed by the law of England and Wales. Disputes will be subject to the jurisdiction of the English courts (or the courts of your home nation if you are a consumer in Scotland or Northern Ireland).

15. GENERAL

- We may update these Terms from time to time. Continued engagement after changes constitutes acceptance. Material changes will be notified where practicable.
- If any provision is found unenforceable, the remainder remains in effect.
- These Terms do not affect your statutory consumer rights.

16. CONTACT US

For questions about these Terms or our Services:

Email: info@dsmhem.co.uk

Post: DSMHEM Ltd.
15 Laburnum Avenue
Newbold Verdon
Leicester
Leicestershire
LE9 9LQ