

NATIONAL ENERGY SERVICES LIMITED

**EXPERIENCED PRACTITIONER DOMESTIC ENERGY
ASSESSOR
TRAINING AND ASSESSMENT PROGRAMME PACKAGE 2
(4 DAYS)**

GENERAL STATEMENTS

Together with the NHER Domestic Energy Assessor registration form, this document comprises the terms and conditions in relation to your joining the Experienced Practitioner Domestic Energy Assessor Training and Assessment Programme Package 1 (4 Days) (“**DEA Programme**”) provided by National Energy Services Limited, (No 01753762) whose registered office is at The National Energy Centre, Davy Avenue, Knowlhill, Milton Keynes, MK5 8NA (“**NES**”), upon which your application will be processed and the DEA Programme provided (collectively, these “**Terms**”).

The DEA Programme

The DEA Programme consists of three elements:

Element 1: Face-to-face learning in Milton Keynes	2 two-day components comprising lectures, workshops and on-site demonstrations and exercises.
Element 2: Assessment in the NES/ SAVA operated Assessment Centre	<ul style="list-style-type: none"> • Registration with the NES Assessment Centre, (currently operated by SAVA, an NES subsidiary). • Registration with an Awarding Body for the Domestic Energy Assessor VRQ. • Access to the online assessment portfolio with the ability to upload evidence. • Assessment of Units 1 to 5 of the National Occupational Standards for Domestic Energy Assessors. • Internal verification of the assessment. • External verification of assessment. • Two attempts at the Domestic Energy Assessor VRQ external examination.
Element 3: Access to the NES on-line software for the generation of EPCs	<ul style="list-style-type: none"> • Unlimited use to produce EPCs for the purposes of gaining experience

	<p>and compiling your portfolio.</p> <ul style="list-style-type: none"> • Access to a commercial version of this software for producing “official” EPCs will be possible in the future upon joining the NES Accreditation scheme for Domestic Energy Assessors.
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On satisfactory completion of Element 2, NES will recommend to the relevant Awarding Body that it grants you status as an accredited Domestic Energy Assessor (“DEA”). It is anticipated that, if such status is granted by the awarding body and provided that you join an approved DEA accreditation scheme, you will be entitled to trade as a DEA for the purpose of issuing Energy Performance Certificates (“EPC”).

National Occupations Standards for DEAs

Please note that the National Occupational Standards (“NOS”) issued by the Department for Communities and Local Government (“DCLG”) in relation to DEAs have not yet been issued in final form and even when finalized, may subsequently be amended. In particular, the standards required by the NOS for persons to qualify as DEAs may be varied and/or made more or less onerous. NES has devised the DEA Programme on the basis of the current published version of the NOS, on the assumption that they will not be changed in any material respect.

NES cannot guarantee that the DEA Programme will comply with any future version of the NOS and accordingly NES shall not be liable to refund fees or for any other losses suffered by you, even if subsequent amendments to the NOS mean that successful completion of the DEA Programme does not result in your being accredited as a DEA. Nor can there be any refund of fees or other compensation if the standards required by the NOS for persons to qualify as DEAs are made *less* onerous.

Application and fees

You must complete and sign the registration form set out below and submit this form together with your payment in full of the full fee to NES, before your application to join the DEA Programme will be considered.

The fee for the DEA Programme does not include the costs of travel or accommodation incurred by you in attending training courses. These costs are your responsibility alone, even if NES supplies you with travel and hotel information in relation to your attendance at training course in the Milton Keynes area or elsewhere.

You must pay the full fee, which is currently £2,250 + VAT (£2,463,75), at the time of booking. This statement of the fee is correct at time of going to print but is subject to change. The up-to-date fee can be found on NES’s website at www.nher.co.uk or by calling 0870 837 6551.

All fees paid by you to NES are non-refundable, unless otherwise expressly stated in these Terms.

TERMS AND CONDITIONS

These Terms, including the statements set out on the previous pages, are the terms and conditions upon which NES will process the application by you, the person whose name and address are stated in the Registration Form set out above, to be considered for and, if your application is accepted, registered for participation in the DEA Programme.

These Terms constitute the whole agreement between you and NES in relation to the DEA Programme, except where you and NES have otherwise specifically agreed in writing. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law, and supersede all prior agreements and understandings.

1 Registration and fees

- 1.1 The procedure for applying to participate in the DEA Programme and the fee payable are stated on the previous pages.
- 1.2 Once your Registration Form (correctly completed and signed) and the full fee have been received your offer to be registered on the DEA Programme will be considered to be irrevocable. NES will check that the information that you have supplied complies with its requirements and shall be entitled to request further information from you. In particular, NES reserves the right to stipulate from time to time that certain qualifications are necessary or other selection criteria must be satisfied before registering you on the DEA Programme. Any such requirements will be stated on the DEA Programme website or otherwise communicated to you.
- 1.3 NES reserves the right to reject your application to participate in the DEA Programme, whether as a result of insufficient places available or for any other reason, in NES's absolute discretion. **If your application is rejected, the fee paid by you will be refunded in full.**
- 1.4 **The fee payable by includes:**
 - Learning materials.
 - Registration with the NES Assessment Centre.
 - Registration with the relevant awarding body for the Domestic Energy Assessor qualification.
 - Access to the online NES Energy Performance Certificate service.
 - Refreshments & lunch on training days.
 - Assessment of Units 1 to 5 of the National Occupational Standards for Domestic Energy Assessors.
 - **Two attempts at the Domestic Energy Assessor VRQ external examination at a venue stipulated by NES.**
- 1.5 The fee does not include:
 - Travel and accommodation costs.
 - Inspection equipment.

2 Registration

- 2.1 Unless you hear to the contrary, you will be registered on the DEA Programme as soon as your registration form and full fee have been received. You will receive email confirmation of your training component choices shortly afterwards.
- 2.2 NES will also register you with an awarding body offering the Domestic Energy Assessor qualification as soon as this becomes possible.
- 2.3 Following satisfactory completion of Element 2 of the DEA Programme, it is anticipated that you will be eligible to be accredited by the awarding body as a DEA, and provided that you join an approved DEA accreditation scheme, you will be entitled to trade as a DEA for the purpose of issuing Energy Performance Certificates.

3 DEA Programme - Elements

Element 1: Face-to-face learning

- 3.1 As part of your registration process, you will be required to make a selection of training dates. All training dates will be allocated on a first-come first-served basis. Once NES has confirmed your selection of dates, it is unlikely that you will be able to vary these, and any variation that can be made may result in delaying your completion of the DEA Programme. NES reserves the right to charge you an administration fee for any variations to your training dates.

Element 2: Assessment in the NES/SAVA operated Assessment Centre

- 3.2 For the purposes of the DEA Programme, you must have access to a computer with internet access and your own email address.
- 3.3 Following your registration with the DEA Programme, you will be provided with access to the assessment portfolio via the NES/SAVA Assessment Centre website.
- 3.4 You will then be allocated an interpersonal and business skills assessor approved by the awarding body and permitted to start the assessment process.
- 3.5 You will have access to a team of Candidate Advisors. The Candidate Advisors will be responsible for monitoring your progress through the Assessment Centre.
- 3.6 An internal examination and an accompanied inspection will form part of the assessment. If you are unable to meet the required assessment standards for the internal examination you will be permitted to resit once free of charge. You will be charged £50 plus VAT for any subsequent resits. If on the accompanied inspection you are unable to meet the required assessment standards, you will be charged £200 plus VAT for each subsequent accompanied inspection on which you are assessed.
- 3.7 The assessors will assess the evidence of competence provided via the web-based portfolio in accordance with the guidance from the Awarding Body and the Assessment Centre Handbook.

Element 3: Access to the NES on-line software for the generation of EPCs

- 3.8 On-line EPC generation software is subject to supplementary terms and conditions. You will be required to agree to these before you log onto the software for the first time.

4 Completion of the DEA Programme

- 4.1 Your DEA qualification will be awarded after the following requirements have been satisfied:

- You have completed the portfolio and have demonstrated competence in all areas as required by the awarding body and determined by the appointed assessors.
- That assessment has been internally verified as outlined in the DEA Information Pack.
- That assessment has been confirmed via the external verification process administered by the awarding body.
- You have taken and passed the External Examination that has been set, moderated and marked by the awarding body.

- 4.2 You will not be able to state or imply that you are qualified as a DEA until all of these requirements have been satisfied, and you must not assume that they have been satisfied until the awarding body issues written confirmation that all areas of competence have been demonstrated.

- 4.3 Appeals made by you to the awarding body with regard to the External Examination or the External Verification are outside the scope of these Terms and are a matter for you and the awarding body. You may become liable for fees and other costs as a result of making any such appeals.

5 Withdrawal and termination

- 5.1 If you wish to withdraw permanently from the DEA Programme you must give NES 14 days' written notice to this effect. Once you have confirmed your intention to withdraw, a refund will be made in proportion to the number of units started in the NHER Assessment Centre. A unit or set of units (in the case of Units 3-5) will be deemed to have been started as soon as evidence has been uploaded to it. Refunds will be payable as follows:

Nil units started: £1,000

Unit 1 started: £700

Units 1 and 2 started: £400

No refund will be payable if Units 3-5 have been started in addition to Units 1 and 2. .

- 5.2 Should you request a break in assessment for a period of more than one month, your assessor(s) will cease to be involved with your participation in the DEA Programme and the onus will be on you to inform NES of the date on

which you wish to resume. NES reserves the right to charge you an administration fee in connection with your ceasing and then resuming the assessment process.

- 5.3 Should you fail to submit evidence or respond to feedback from your assessor across all units for a period of one month or more, you will be deemed to have temporarily withdrawn yourself from the assessment process. The consequence of this is that your assessor(s) will cease to be involved with your participation in the DEA Programme and the support of your Candidate Advisor will be withdrawn. You may be reinstated when you have given notice of a restart date. You may then be re-assigned to your original assessor(s), subject to their availability.
- 5.4 Should you fail to submit evidence for a period of 3 years, you will be deemed to have permanently withdrawn from the DEA Programme. No refunds will be payable. Should you wish to reactivate the assessment process, you will be liable to pay a further fee to NES (which shall be not less than £500 plus VAT).
- 5.5 All the evidence of competence uploaded by you must be entirely your own work. If at any time there is any suggestion that the evidence provided is not authentic, NES will undertake a full investigation. If it is found that the evidence submitted by you is not your personal and original work, then NES will expel you from the DEA Programme. In such circumstance there will be no refund of any fees.
- 5.6 Either NES or you may (without limiting any other remedy) at any time terminate your participation in the DEA Programme by giving written notice to the other if the other commits any breach of these Terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with creditors or has a receiver or administrator appointed.
- 5.7 In circumstances other than those described at 5.1 to 5.6 above, NES reserves the right to terminate your participation in the DEA Programme at any time if NES, in its absolute discretion, considers it inappropriate for you to remain as a candidate. In such a case, your fees will be refunded in full.

6 Your obligations

- 6.1 You will undertake the NES Assessment Centre Self Test as part of the assessment process and you agree to address any areas of knowledge and understanding where the Self Test identifies deficiencies.
- 6.2 You agree to be bound by the terms and conditions, as from time to time varied, of use of:
 - (a) the NES Assessment Centre website;
 - (b) any other websites from time to time operated by NES or its affiliated companies;
 - (c) the online NES Energy Performance Certificate service; and

- (d) any other services, software or materials from time to time provided by NES or its affiliated companies;

as such terms and conditions are available on such websites or otherwise notified to you.

- 6.2 You agree not to enter into debate with an assessor in relation to the outcome of an assessment but to use the prescribed appeals process as outlined in the DEA Information Pack where there is any disagreement with the assessment decision given.

7 Disclaimers

- 7.1 You should note that the National Occupational Standards (“NOS”) issued by the Department for Communities and Local Government (“DCLG”) in relation to DEAs have not yet been issued in final form and even when finalized, may subsequently be amended. In particular, the standards required by the NOS for persons to qualify as DEAs may be varied and/or made more or less onerous. NES has devised the DEA Programme on the basis of the current version of the NOS, on the assumption that they will not be changed in any material respect.
- 7.2 NES cannot guarantee that the DEA Programme will comply with any future version of the NOS and accordingly NES shall not be liable to refund fees or for any other losses suffered by you, even if subsequent amendments to the NOS mean that successful completion of the DEA Programme does not result in your being accredited as a DEA. Nor can there be any refund of fees or other compensation if the standards required by the NOS for persons to qualify as DEAs are made *less* onerous.
- 7.3 You should also note that obtaining the DEA qualification is not in itself a guarantee of admission to membership of any Accreditation Scheme for DEAs, and no refund of any fees paid by you for the DEA Programme will be available should you be refused membership of any such Scheme for any reason.
- 7.4 The full extent of NES arising from any breach of its obligations to you under these Terms or otherwise in connection with the DEA Programme shall be limited to the amount of any fee paid by you to NES for the DEA Programme. NES shall not be liable for any loss of profits, indirect, special or other consequential or incidental damage, whether foreseeable or not, arising out of any breach of its obligations to you under these Terms or otherwise in connection with the DEA Programme. Nothing in this disclaimer shall exclude or limit liability for death or personal injury arising out of negligence or in respect of fraudulent misrepresentation.

8 Confidentiality

- 8.1 You agree that both during and after the DEA Programme for any reason whatsoever shall you shall not:
 - (a) use, disclose or communicate to any person any confidential information of NES or any of its affiliated companies which you shall

have come to know or have received or obtained at any time (whether before, during or after the DEA Programme) (“**Confidential Information**”);

- (c) copy or reproduce in any form or by or on any media or device or allow others to copy or reproduce documents, disks, tapes or other material containing or referring to Confidential Information.

8.2 The restrictions in clause 8.1 will cease to apply to Confidential Information which comes within the public domain (otherwise than through your wrongful disclosure) or which you are required to disclose by statute, by any legislative or judicial order or decree or by any regulatory authorities.

9 Copyright and intellectual property

9.1 You agree and acknowledge that NES is the sole and exclusive owner of all right, title, and interest in and to all:

- (a) methodology, information, software and databases used in arranging or providing the DEA Programme; and
- (b) methodology, innovations, know-how, and databases developed by NES in connection with the DEA Programme, including any and all copyrights, know-how, and trade secrets therein.

9.2 You acknowledge that all assessment and materials produced, originated or developed by you at any time in the course of the DEA Programme (“**Works**”) shall belong to and vest in NES or as it directs. You agree that you will hold in trust for the sole right and benefit of NES, and hereby assign to NES, or its designee, all of your right, title, and interest in and to any and all Works.

9.3 You hereby waive any moral rights (as provided for by Chapter IV, Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction) in any Works or Confidential Information and agree not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Works or Confidential Information, infringes your moral rights including (but without limitation) the right to be identified, the right of integrity and the right against false attribution provided for in the 1988 Act.

10 General

10.1 Any notice under these Terms may be given by either party by letter addressed to the other party and sent by registered post to (in the case of NES) its registered office for the time being and in your case, your last known address. Any notice left at the registered office of NES or at your last known address will be deemed to have been given at the time of delivery and, if sent by registered post, will be deemed to have been given seven days after the time of posting.

10.2 The waiver, express or implied, by one party of any right under these Terms or any failure to perform or breach by the other party shall not constitute or be deemed a waiver of any other right under these Terms or of the same right on another occasion.

- 10.3 All disclaimers, indemnities, exclusions and confidentiality obligations in these Terms shall survive termination or expiry of the DEA Programme for any reason.
- 10.4 If any part of these Terms is held to be unlawful, invalid or unenforceable, that part shall be deemed severed and the validity and enforceability of the remaining provisions of these Terms shall not be affected.
- 10.5 You shall not assign or transfer any or all of your rights or obligations hereunder without the prior written consent of NES. None of these Terms is intended to be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.
- 10.6 These Terms shall be governed by and construed in accordance with the laws of England and each party irrevocably submits to the exclusive jurisdiction of the courts of England.