



## **Co-Ownership terms and conditions regarding contribution to insulation**

1. These are the terms and conditions on which Co-Ownership part funds certain works to the property as outlined in the Offer Letter. This would be in the form of a contribution as detailed in a letter headed 'Offer Letter for contribution'.

2. In these terms and conditions:

"Co-Ownership" or "we" or "us" means Northern Ireland Co-Ownership Housing Association Limited.

"The Customer" or "you" means the owner(s) of a leasehold interest granted by Co-Ownership in the property at the date of issue of the Offer Letter.

"The property" means the property the subject of an equity sharing lease between Co-Ownership and the Customer.

References to the Customer are references to all the current customers of Co-Ownership in respect of the property at the date of the Offer Letter and any successors thereto and any conditions or promises agreements or warranties given or to be given by the Customer are deemed to be given or to have been given by all Customers.

In accepting the offer set out in the Offer Letter you are accepting these terms and conditions on behalf of all the owners of the property.

"Offer Letter" means an offer by Co-Ownership to part fund certain works to the property as outlined within the letter headed 'Offer Letter for contribution'.

### **Length of time of the offer**

3. The offer lasts for the period of three months as stated in the Offer Letter and is not subject to extension unless agreed to by Co-Ownership. The work must be completed, and the appropriate invoice, which fully meets Co-Ownership's requirements, submitted to Co-Ownership within the time limit as stated in the offer otherwise the contribution will not be paid.

### **Eligibility for the contribution**

4. To be eligible for funding for the contribution, you must
  - Be an existing Customer of Co-Ownership.
  - Not be in the process of buying out an interest in the property (in full or in part) as evidenced by having requested an equity valuation in respect of the property within 12 weeks prior to the application for funding or holding a current equity valuation.
  - Not be in breach of the terms of the equity sharing lease in respect of the property.
  - Be residing in the property.
  - Not be obtaining funding for the contribution from any other source of funding.
  - Have the funds to pay for the entirety of the work to be undertaken to the property (which will include the amount in respect of the contribution that will be claimed from Co-Ownership).

- Reside in a property with an Energy Performance Certificate (EPC) rating of E, F or G.
  - Use a suitably qualified contractor (“the contractor”) who has given the quotation to undertake the works listed in the Offer Letter. The contribution will not be given for materials only. The quotation must be given to Co-Ownership in advance of the Offer Letter being issued.
  - Use a contractor who is not related to you (or any other person residing in the property) in any way unless you have first obtained the written permission of Co-Ownership to use such a contractor.
  - Provide contact information for the contractor, including his or her name, address, telephone number and email address.
5. The offer of a contribution is not transferable to any other person.
  6. There is only one contribution or one initiative per household and per property. You will not be permitted to take part in any other initiatives that Co-Ownership may offer in relation to the improvement of the rating on the EPC of your property or any other initiatives in relation to climate change for a period of two years from the date of payment of any contribution under an Offer Letter.
  7. The contribution may only be used for the purpose for which it is given as set out in the Offer Letter and not for any other purpose.

#### **Information in connection with the works to be undertaken**

8. Co-Ownership cannot provide advice on making home improvements. You should obtain your own advice in relation to this. You should obtain quotations from several companies who could do the work for you to establish that you are obtaining value for money for the works. You should satisfy yourself in relation to the contractor you choose to undertake the work and the nature of the work to be undertaken to the property. The issue of an Offer Letter by Co-Ownership does not give any warranty as to the suitability of the works to be undertaken.
9. **You should not undertake any work or instruct your contractor to do any work unless and until you have received an Offer Letter from Co-Ownership. We will not be responsible for any contribution to any works undertaken before an Offer Letter is issued.**

#### **Your confirmations in respect of the contribution**

10. In making this application you are confirming that:
  - All the customers agree to undertake the work to the property.
  - You have the permissions, approvals and consents of all necessary third parties to carry out the work before the work is commenced. These could be planning approval, building control approval, approvals from your insurer or from a superior title holder or your lender.
  - The works to be carried out and which are the subject of the contribution relate to the main dwelling on the property.
  - The work as specified in the Offer Letter has not already been undertaken.

#### **Amount of contribution**

11. The contribution shall be as stated in the Offer Letter and shall be the cost of the works to be carried out up to the value of £1,000 paid by Co-Ownership. You will be responsible for the balance due. The contribution will be inclusive of value added tax.

### **Payment of the contribution**

12. The contribution shall be paid on production of:
- Photographic evidence that the work has been completed.
  - The invoice for the work, which must be from the contractor which gave the initial quotation and must be receipted. The invoice must be addressed to you and include: invoice date, address of the property, the type of home improvement(s) made to the property, the price paid for the home improvements,
  - Confirmation that the invoice has been paid.
  - All necessary statutory or other approvals, consents or permissions for the work which for example may include building control approval and completion certificate, planning permission, approval of your insurer and the permission of any title holder or lender and any appropriate forms of guarantee certificates and other supporting documentation. The Customer must satisfy themselves in relation to this documentation.
  - Any other documentation or evidence or confirmation reasonably required by us including an inspection of the property.
13. We will not pay for the invoice if
- a. The Customer is not eligible or otherwise does not comply with the requirements of these terms and conditions or any conditions as stated in the Offer Letter.
  - b. In our reasonable opinion, the Customer has not provided sufficient proof of the work being carried out and relevant permissions, consents or approvals including a clear and unqualified building control certificate and guarantees (if applicable) being provided.
  - c. The Customer attempts to submit invalid documents in relation to the claim for the contribution.
  - d. For us to pay the contribution would mean that we would be or would in our reasonable opinion be potentially breaking any laws or regulations.
14. Payment will be made to the Customer or one of them usually to the account from which the rent is paid.

### **Authorisations by you**

15. The Customer agrees to permit:
- Co-Ownership or its agents and other persons authorized by it to inspect the works carried out to the property and to permit such access within 48 hours notice.
  - Co-Ownership to contact the contractor who carried out the works to the property in relation to the work carried out or the invoice submitted to us and the Customer authorizes the contractor and Co-Ownership to share such information as necessary with each other.

### **Liability**

16. Any contract in respect of the works will be between you and the contractor. You must not carry out any works that would damage the property or detrimentally affect the value of the property or adversely affect any insurance for the property.

17. You must carry out the works in accordance with the requirements contained in the equity sharing lease in respect of the property.
18. You are solely responsible for the works being carried out to the property. You are still responsible for repairs under the terms of the equity sharing lease, notwithstanding that Co-Ownership has contributed to the works the subject of the Offer Letter. The contribution is no guarantee that Co-Ownership would contribute to any other works to be carried out to the property whether now or in the future.
19. You are also responsible for the After Purchase Issues in respect of the property.
20. Co-Ownership is not responsible for
  - The works being carried out to the property
  - Any damage caused by the works being undertaken,
  - Any other works discovered to be required as part of the works being undertaken
21. The Customer shall indemnify Co-Ownership against all damages, costs, claims and expenses suffered by Co-Ownership or arising out of these terms and conditions or the works carried out to the property.
22. Co-Ownership's liability arising out of or in connection with these terms and conditions, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including by negligence and/or arising from a breach of, or a failure to perform or fault or delay in performance of, any of that party's obligations under these terms and conditions in respect of each claim shall be limited to the value of the contribution.
23. Any works done to the property become part of it and cannot be removed from the property without the written consent of Co-Ownership.

### **Improvement value**

24. If the works to the property would otherwise be considered to be an improvement value on the purchase of further equity from Co-Ownership then the works carried out will not be considered as such given that Co-Ownership has made a contribution to the cost of them.

### **Energy Performance**

25. The purpose of carrying out the works is to improve the energy performance of the property. Therefore, Co-Ownership may request that an EPC is carried out (at Co-Ownership's expense) after the works are completed. You agree to such an EPC being carried out. You should be aware that the carrying out of the works to the property may or may not increase the EPC rating of the property and no warranty is given by Co-Ownership in this regard.

### **Surveys**

26. The Customer understands that they will be invited to participate in such surveys as Co-Ownership considers appropriate in connection with this offer.

### **Disclosure**

27. The Customer acknowledges and authorises Co-Ownership to disclose any information concerning these terms and conditions or the Offer Letter etc whether confidential and/or secret information to any lawful authority in the prevention of

money laundering or otherwise to the Department for Communities (or other government department), the Charity Commission (and their successors or assigns), Co-Ownership's accountants, auditors, solicitors, funders, advisers in connection with its own activities and obligations under the contribution.

28. You acknowledge and agree that Co-Ownership may prepare and publish reports on the performance of the scheme of which the contribution is part to include details of the EPC, works undertaken to the property and any surveys carried out or otherwise.

### **General**

29. The Customer acknowledges that Co-Ownership has a zero approach to anti-bribery.
30. No third party shall acquire any benefit, claim or rights of any kind whatsoever pursuant to, under, by or through this offer whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
31. Nothing in these terms and conditions and no action taken by the parties in connection with it shall create a partnership or joint venture between the parties or shall enable either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.
32. The entering into the Offer Letter by Co-Ownership and/or the payment of a contribution by Co-Ownership shall not constitute a waiver of any term of the equity sharing lease between Co-Ownership and the Customer nor shall it affect the rights of either party in relation to it.
33. These terms and conditions are governed by Northern Irish Law.

### **Terms and Conditions regarding an EPC**

1. Northern Ireland Co-Ownership Housing Association Limited (Co-Ownership) has agreed to carry out an energy assessment of your home with a view to generating an Energy Performance Certificate (EPC) for it. These are the terms and conditions on which Co-Ownership will carry out this. In permitting the Energy Assessor access to your home to do the survey you agree to these terms and conditions on behalf of all the owners of the home and you confirm that you have the consent of all the owners of the home to the EPC assessment being carried out and the information concerning the home being shared in accordance with paragraphs 19 to 21.

### **Standard Conditions of Engagement**

2. This EPC is produced by an Energy Assessor (the Energy Assessor), who is licensed by a government approved Accreditation Scheme, (The Scheme). The Energy Assessor is employed by Co-Ownership or instructed on its behalf.
3. The Energy Assessor has a duty to provide an EPC in accordance with the 'Scheme' standards and regulations. Energy Assessors must follow necessary standards and as specified by the 'Scheme' Code of Conduct.
4. An EPC is not valid unless it has been produced by an Energy Assessor who is a member of a government approved scheme and it has been entered on the EPC Register. The EPC Register is operated by the Government via the [gov.uk](http://gov.uk) website. A copy of the EPC is logged onto the national register and will be publicly available and some of the underlying data may be shared with others for the monitoring and

compliance of the Energy Performance of Building Regulations (NI) 2008 (as amended). The government may use some of this data for research or statistical purposes.

5. If you have any complaint about the way in which the EPC has been carried out, you can complain by following the Co-Ownership complaints procedure, which is available on the Co-Ownership website at [www.co-ownership.org](http://www.co-ownership.org).
6. The EPC tells you:
  - How the home's performance is rated in terms of the energy used per square metre of floor area,
  - energy efficiency based on fuel costs and environmental impact on Carbon dioxide (CO<sub>2</sub>) emissions.
  - The energy performance of this home on the date it was inspected and provides the necessary EPC rating.
7. The energy efficiency rating is a measure of the overall efficiency of a home. The higher the rating, the more efficient the home is and the lower the fuel bills are likely to be. However, bear in mind that any figures for energy use and potential savings are for a typical household for that home. They are not tailored to you or your lifestyle.
8. The environmental impact rating is a measure of a home's impact upon the environment in terms of carbon dioxide (CO<sub>2</sub>) emissions. The higher the rating, the less impact it has on the environment.
9. The EPC tells you about the energy and environmental performance of the home and suggests improvements that you can make. Please note that there is no guarantee that if you undertake the improvements to your home that the EPC rating will be higher than it was before the works were undertaken. If you have obtained an EPC rating in the past, this may not have the same rating as the current EPC even if no works have been carried out due to changes in how the EPC rating is calculated.
10. The EPC does not tell you:
  - The value of your home or cover things that are more specifically considered when a valuation is provided, such as the locality of the home or the availability of public transport or facilities;
  - About the condition of the building or its building services; or about any health and safety risks noted by the Energy Assessor except in respect of such risks to the Energy Assessor as may restrict the scope of the inspection.
11. A seller, buyer or lender who needs advice on subjects that are not covered by the EPC must obtain their own independent advice.

### **What is inspected?**

12. The Energy Assessor inspects the inside and outside of the main building and the visible parts of the gas and electricity services. No parts of the building requiring access equipment will be inspected except lofts which can be safely accessed from a 3 metre ladder (which the Energy Assessor will provide).
13. It is important to note that the inspection is 'non-invasive'. This means that the Energy Assessor does not take up carpets, floor coverings or floorboards, move

furniture or remove the contents of cupboards. Also, the Energy Assessor does not remove secured panels or undo electrical fittings. The Energy Assessor will let you know where it was not possible to inspect any parts of the home that are normally reported on.

14. If you have carried out work to your home you should provide copies of the relevant information/certificates in relation to any work previously carried out so that the Energy Assessor can take this into account in the EPC rating.

### **Rights of the Energy Assessor to withdraw from the inspection**

15. The Energy Assessor has the right to withdraw from the inspection if one or more of the following conditions apply:
  - If the home poses a threat to the Energy Assessor's health and safety beyond the normal domestic risks reasonable for a home in current residential occupation.
  - If access, for the Energy Assessor's visual inspection, is found to be restricted and if such restriction is likely, in their opinion, to have a material effect upon the completeness and/or accuracy of the EPC.
  - If electricity, gas (if provided) and water services are not fully connected and in working condition during the inspection (which will include having a lamp in every light fitting).
  - If any part of the home or the premises is a building site, unless the current building works are being managed by a contractor, who is competent in construction health and safety and who will be present throughout the duration of the inspection, ensuring compliance with the accepted site safety rules.
  - If a potential or actual conflict of interest comes to the Energy Assessor's notice at any stage throughout the process.

### **Liability for the EPC**

16. When carrying out the Energy Assessment the Energy Assessor will ask you questions about the home. The EPC will partly be generated on the basis of your responses, and you warrant that any such responses are true to the best of your knowledge.
17. The energy assessment is carried out and the EPC is given on the basis that Co-Ownership does not accept any responsibility or liability to you or anyone else for what may be contained in the EPC or missing from it. You have the right to get your own EPC at your own expense. If you have any concerns about the home, you should make your own investigations to satisfy yourself in relation to these. Bear in mind that the EPC is a public document. If you show the EPC to any other person, then it is on the basis that Co-Ownership and the Energy Assessor do not bear any responsibility to that other person in relation to the EPC.
18. The EPC may suggest certain works that could be carried out to the home to make it more energy efficient. Co-Ownership gives no warranty as to the nature of these works or what their effect on the energy efficiency would be. It is up to you to satisfy yourself as to: the nature of the works you wish to carry out, the order in which you should carry them out and the potential increase in the EPC rating of the home once the works have been carried out.

### **Data Protection**

19. The Energy Assessor and Co-Ownership will hold personal information in accordance Data Protection Act 2018 and any other laws relating to the protection of personal data and this information will not be used for any purpose other than the production of the EPC.
20. The information necessary to carry out the EPC including details of the home and photographs taken for evidence of the energy performance will be shared with Elmhurst Energy which is an accreditation scheme for domestic energy assessors. It is a requirement of the Scheme that the site notes and photographs that were taken during your assessment are retained by us for fifteen years or such other period as it may require.
21. The information on the EPC itself will also be entered into the EPC register which is maintained by government and is a public document. No photographs or evidence are shared on the government website.

### **General**

22. These terms and conditions in relation to the carrying out of an EPC do not affect the relationship between you and Co-Ownership under the terms of the equity sharing lease you have with them.
23. You shall indemnify Co-Ownership against all damages, costs, claims and expenses suffered by Co-Ownership or arising out of these terms and conditions.

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