



Terms and Conditions – Improveasy ECO Finance

These are the Terms and Conditions that apply to Improveasy ECO Finance and set out the agreement between You and Us when you enter into an Improveasy ECO Finance Instalment Plan. Please read the Terms and Conditions carefully.

We care about your privacy. For information about how we use your personal information, please see our Privacy Policy <https://www.improveasy.com/wp-content/uploads/2021/04/Privacy-Notice-IMPROVEASY.pdf>

1. WHO IS THIS AGREEMENT BETWEEN?

| We or Us | You |
|--|--------------|
| Improveasy Ltd (Company Number 07807352) of Station House, Stamford New Road, Altrincham, Cheshire, WA14 1EP | The customer |

2. WHAT MAKES UP OUR AGREEMENT

- 2.1. Our Agreement is made up of these Terms and Conditions and your Instalment Plan.

| What is your Instalment Plan? |
|--|
| This is the monthly payment plan, showing the amounts you will pay us and when |

- 2.2. The Agreement will continue until you have repaid everything you owe us.

3. HOW IMPROVEASY ECO FINANCE WORKS

How payments will be made

- 3.1. When we accept your application for credit and you have signed to accept the Terms and Conditions and Instalment Plan, you must pay us the initial instalment as per the Instalment Plan prior to the installation commencing.
- 3.2. All instalments must be paid as the Instalment Plan sets out. It is your responsibility to ensure that there are sufficient funds in the nominated bank account to be able to pay your instalments.
- 3.3. If for whatever reason the first instalment fails, we reserve the right to withdraw the offer of finance in which case you will need to contact the installer to discuss alternative payment methods.
- 3.4. The Installer must not commence the installation until the first instalment has been received by us, if the installation has commenced and you choose not to proceed with the finance offer, or the first instalment payment fails you must make alternative arrangements with the installer to pay for the installation.

- 3.5. When we accept your application for credit, the first instalment has been paid, the installation is complete and we have received a Satisfaction Note signed by you and the Installer, the Installer will invoice us, and we will pay the amount specified to the Installer on your behalf. This means you will owe us not the Installer.
- 3.6. You must pay us the amounts set out in your Instalment Plan on the payment due date.
- 3.7. Improveasy ECO Finance is interest free. You will not be charged interest on Improveasy ECO Finance. However, if you are late with any payment, we will charge default fees as follows:

| What are default fees? |
|---|
| £7.50 when you miss a payment (capped at £15) |

When we will take payments

- 3.8. The table below explains when we will try to take payment from your nominated bank account.

| When will we take a payment? |
|---|
| On the due date as set out in the Instalment Plan |

| If we have not been able to take a payment, then we will try again: |
|--|
| 5 days after the due date |
| And if still were not able to then again 10 days after the due date |
| Then on an ad hoc basis until the payment is successfully taken |

| When will we take the payment for the default fee for a missed payment? |
|--|
| 5 days after the due date |
| And if we were not able to, in accordance with the schedule above |

What happens if you miss a payment?

**It is important that you have enough money available in your account to make the payments set out in your instalment plan.
If you are having difficulty making payments, you must contact us.**

- 3.9. If you do not make a payment on time, we will charge default fees and may notify a credit reference agency. This could make it more difficult to obtain credit in future.
- 3.10. We may waive or defer payment of a default fee for one or more Instalment Plan payments but if we do, you will still owe us any payments due under your Instalment Plan, including any default fees for other Instalment Plan payments.
- 3.11. You will be responsible for any fees your bank may charge you if we take, or attempt to take, a payment from your bank account when there are no funds available.
- 3.12. We may appoint a third-party collection agency to collect the amounts you owe us. You may be responsible for the reasonable costs of our collection agents, including our reasonable legal costs.

- 3.13. You must not set-off or make any other deduction from a payment due under an Instalment Plan for any reason including if you have a dispute or issue with the installer in relation to your purchase.
- 3.14. If the card payment is cancelled or otherwise ceases to be a means by which we can collect payments while payments remain owing, you must provide an alternative payment method or pay the outstanding Improveasy ECO Finance immediately and in full.

Can you repay early?

- 3.15. You can repay all or part of what you owe us early by contacting us via the methods outlined above.
- 3.16. If you repay part of what you owe us early, but you still owe us money, you must continue to make payments under your instalment plan.

Your right to cancel

- 3.17. You can cancel your Agreement with us and settle any remaining Instalment Plan by contacting us via the methods outlined below in Section 6.

4. AFTER INSTALLATION

- 4.1. If you have any issues with the installation after the Satisfaction Note has been signed you must liaise directly with the Installer who carried out the installation to rectify the issue in the first instance.
- 4.2. Regardless of any dispute or issue with the installer in relation to your purchase you must continue to make the finance repayments as per your Instalment Plan.

5. OUR OBLIGATION TO PROVIDE CREDIT

- 5.1. We are not required to provide you with credit. When you apply to enter into an Instalment Plan, we will take many different factors into account including information obtained from a Credit Reference Agency. If you are refused credit, we are not obligated to give you a detailed explanation as to why.

6. YOUR RESPONSIBILITIES

- 6.1. You confirm that:
 - 6.1.1. You are over the age of 18.
 - 6.1.2. You have a current UK (United Kingdom) address.
 - 6.1.3. You have authority to provide the payment details to pay the instalments.
 - 6.1.4. the information you have given us is accurate and not misleading.

7. HOW CAN WE CONTACT EACH OTHER?

- 7.1. If we need to contact you, we will either call or text your mobile number or use the email address you have provided.

- 7.2. You can contact us by phone 0161 513 8138, by email to ecofinance@improveasy.com, by post or by delivery to our office at Consumer & Business Finance Director, Improveasy Ltd, Station House, Stamford New Road, Altrincham, Cheshire, WA14 1EP.
- 7.3. If you change your name, residential address, email address or other contact details you must tell us.

8. YOUR PERSONAL INFORMATION

- 8.1. You agree that we may collect your personal information to identify you, process any applications you make, provide our services to you, and for our own internal business development purposes. If you provide us with consent to do so we may also use your information to let you know about products or services that may interest you. We may also share your information with the participating Installer.
- 8.2. We may obtain a credit report about you and your financial associates in connection with your finance application and you consent to us doing this, a credit reference agency (CRA) may keep a record of your personal information.
- 8.3. A credit reference agency (CRA) may include information about you in credit reports to credit providers (such as us) to assist them in assessing the risk of giving credit, for account management, to trace debtors and for the prevention of fraud and money laundering.
- 8.4. If you fail to meet your payment obligations or if you commit a serious credit infringement, we may be entitled to disclose this to a CRA.
- 8.5. Our Privacy Policy explains how we use your information and sets out your rights to your information. You can find this at <https://www.improveasy.com/wp-content/uploads/2021/04/Privacy-Notice-IMPROVEASY.pdf>

9. TRANSFERRING THIS AGREEMENT

- 9.1. You cannot transfer any of your rights and obligations under this agreement without our consent.
- 9.2. We can transfer all our rights and obligations under this agreement to a third party without your consent.

10. OUR LIABILITY

- 10.1. Except where the law says otherwise, our liability to you for any claims arising out of or in connection with this Agreement will be limited to the total value of the Instalment Plan.
- 10.2. Neither of us will have any liability for any indirect, consequential, or economic loss.

11. COMPLAINTS

If you have a complaint about our service, please contact us:

by phone 0161 513 8138, by email to ecofinance@improveasy.co.uk, by post or by delivery to Consumer & Business Finance Director, Improveasy Ltd, Station House, Stamford New Road, Altrincham, Cheshire, WA14 1EP.

- 11.1. If your question or complaint relates to the purchase or sale of a good or service or you wish to request a refund due to dissatisfaction, defect, or non-delivery, please contact the participating Installer directly. They will outline your rights and the process to be followed.

12. OTHER IMPORTANT INFORMATION

- 12.1. If we decide not to enforce any of these Terms or our rights when we are entitled to, we do not waive our right to take that action (even in similar circumstances) e.g., if we do not charge a fee when we normally would, we are entitled to charge this to you or ensure that we charge it going forward, unless previously agreed in writing otherwise.
- 12.2. This Agreement represents the entire agreement between us.
- 12.3. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, then that provision will be treated as though it were not included in the agreement, but the other terms will remain in full force and effect.

13. GOVERNING LAW AND JURISDICTION

What laws will govern the agreement? What courts will have non-exclusive jurisdiction?

English Law

Courts of England and Wales (however, if you are resident in Northern Ireland or Scotland you may also bring proceedings in Northern Ireland or Scotland, as applicable to you)