



Terms of Business

Definitions:

Our Terms of Business

These are the 'terms of business' under which we operate and we strongly recommend that you read this important document, which explains about our terms of business, the service you are being offered and how you will pay for it. If you are unsure about anything within this document, please contact us at your earliest opportunity.

What Will You Have To Pay Us For Our Service(s)?

We do not charge a fee for introducing you to lenders, nor do we receive commission from the lenders. You will receive a credit agreement when considering a particular unsecured loan direct from the lender.

Mode Of Communication

We will enter into communication with you through whatever means are convenient to you and us, including face-to-face, telephone, e-mail and other acceptable electronic communication methods. All our communications will be in the English language.

Which Service will we provide you with?

Our service is only available to residents whom are homeowners within the United Kingdom. We provide a non-advised service in respect of a regulated credit agreement for unsecured Loans. This means that we will provide information on the various facilities that we have available and provide you with sufficient information for you to make an informed choice. With your permission, we will complete an online 'Your Choice of Funding' form, which will assist you in making your decision and we can also provide you with a manual copy of the Choices of Funding upon request.

Panel of Lenders

We currently offer unsecured loans from two lenders Barclays Partner Finance and Hitachi Capital. This panel of lenders may change from time to time. Taking out an unsecured loan is not a condition of purchasing a boiler. We also offer a sub-prime lending facility including secured and unsecured lending but you should be aware that when applying for finance this can leave a 'footprint' on your credit record depending upon the application type and the Lender.

Warranty

We draw attention to the terms and conditions of our warranties a copy of which is available upon request but that vary depending upon the package and product contained therein. Therefore the terms of the warranty is contract specific and may vary from time to time in order to remain compliant with current legislation. We agree to guarantee any boiler for the period specified on the BIO (Boiler Installation Order Schedule) signed and dated by us, against any failure to function due to any defective parts for the period of the guarantee. The warranty stated on the BIO (Boiler Installation Order Schedule) commences from the date of the installation of the boiler. Our obligations pursuant to this clause are strictly limited to correcting boiler component failures where such correction is necessary to enable the boiler to function effectively and where it is possible to enable the boiler to function effectively through any such replacement. For the avoidance of doubt the warranty does not apply to any defects with system components other than the boiler, for example but not limited to thermostats, time clocks and motorised valves.

The following are condition precedents for our obligations under this clause:

1. That the boiler in question has been subject to a Boiler Service no less frequently than once per year from the date of its installation.
 2. That all annual boiler servicing is carried out by STL Heating and Energy Ltd.
 3. That no legal person other than our employee(s), servant(s) or agents, have, without prejudice to the generality of the foregoing, carried out any service, repair or inspection of the boiler in question.
 4. That you have fulfilled all of your obligations to us under this agreement and/or any other agreement(s) that you have with us.
 5. The Benchmark logbook must have been completed by the installer at the point of installation and retained on site by the owner/occupier for inspection during an engineer visit.
 6. Any failure must not be caused by contaminated water.
 7. You pay a deposit if requested to do so for an engineer visit, prior to any such visit. Such deposit will be repayable in full if the diagnosed fault is covered by the guarantee.
 8. Any preventative works recommended by our servicing engineers are carried out within the timescale recommended (if applicable).
- This clause does not affect your statutory rights.

Indirect Benefits

We may receive non-monetary benefits from lenders but we will tell you before the transaction if we will receive some form of benefit that is above the level we have set as 'reasonable'.

Risk Warnings

There is no guarantee that any submission of an unsecured loan application, will be approved by the lender. Applications are all subject to status. By missing or not maintaining the agreed repayments of a loan (both the amount and frequency) could result in default charges being applied, which may increase the amount to be repaid and also affect your credit record and the ability to obtain credit in the future. If in doubt you should seek independent financial advice.

Loan Application Process

Once you have made your choice we will complete a loan application online with one of our lenders. Please be aware that they will be taking up credit checks through a credit reference agency, such as Experian, Call Credit or Equifax.

Credit reference agencies collate a wide range of information from various sources to include data from the electoral roll (voters roll), details of county court judgments, bankruptcies, previous and existing credit commitments and how punctual payments are being made (or have been made) together with a record of searches made against your credit file. If you wish to know which credit agency they use, please ask us to provide you with their name and address.



Pre-Contract Credit Information (PCI)

Once you have made an application to the lender, they will prepare a quotation for you and send this to you with an advance copy of the loan agreement and Pre-Contract Credit Information Form. We strongly recommend that you review and consider this PCI form before signing the credit agreement.

Reviewing the PCI is to ensure that you are fully informed about the loan, including the costs, charges terms and conditions of the agreement, the particular features and consequences (such as failure to make payments) of the agreement, any cancellation rights (if you change your mind) together with your legal responsibilities. Based upon this PCI, you should also be able to assess whether the loan is suited to your needs and financial situation.

Consideration Period

You are entitled to a “cooling off period” by law which means that you can cancel this agreement up to 14 days after you accept our quotation. If you agree to let us start the work before the cooling off period ends and then decide to cancel your agreement we reserve the right to charge you for our reasonable costs including but not limited to the retention of any administration fee which has been paid. This will enable us to recover or partially cover the costs of any goods installed in your property and or work already carried out. We may deduct our costs from any deposit you have paid or charge you separately. You cannot cancel once the work is fully completed or the goods have been installed. Please see our cancellation policy for more details and the cancellation process.

Loan applicants are provided with a ‘consideration period’ of up to 14 days before their Credit Agreement can be put in place. This is to give you a chance to consider all options and make a decision without interference from either the lender or STL Heating and Energy Ltd. The consideration period starts when you receive the advance copy of the Credit Agreement and this is for you to review and consider. The consideration period will end either naturally, after the fourteen days have elapsed, or when the lender receives your signed Credit Agreement, whichever occurs first.

Cancellation Period

You will NOT have any right to cancel the Credit Agreement once you have signed and returned the terms and conditions and the loan has been granted by the lender. Therefore, it is very important that you use the consideration period to assess whether the loan is suitable for you. Once the loan has been granted, you can repay the borrowing, subject to providing the lender with notice, typically of one month and a redemption penalty, usually of one months interest. The Pre-Contract Credit Information Form and Credit Agreement will detail these.

Customer Waiver

Where there is a particular urgency for your installation you may waive your rights to the cancellation period (cooling-off) in order that we can complete your installation more quickly. You must be aware that should you wish to take this course of action the outstanding balance will be payable by you irrespective of the outcome of any loan application. Should your Credit Agreement is terminated for whatever reason, subject to the terms of the Consumer Credit Act 1974, the balance of the quoted price becomes immediately payable and you will be required to immediately pay the balance of the quoted price instead of your financier.

Administration charge

Included within the total price is an administration charge which is currently £99 (ninety nine pounds) including VAT. This charge may vary from time to time but is a condition of acceptance and any order placed without this charge added is not accepted. This charge represents our costs incurred in processing your order including the costs of assessing your property and specifying our services, the attendance or review by a technical surveyor to ensure that we provide you with in our opinion the best solution and also the processing of your order from the point of sale. Should you choose to cancel within the cooling off period we reserve the right to retain all or part of this charge if we have incurred costs. This charge does not affect your statutory rights is clearly identified on the order form and is distinctive from any deposit paid.

Client Categorisation

In providing services to you, we will categorise you as you as a retail customer/consumer as this provides you with the highest level of protection under the UK regulatory system. If we have categorised you as anything other than a retail customer/consumer, we will confirm this in writing to you. You may request re-categorisation under a client category that benefits from a higher degree of protection although we reserve the right to agree to such a re-categorisation, on a case-by-case basis, and where we agree to do so, it does not necessarily mean that you will have a right of access to the Financial Ombudsman Service.

Conflicts Of Interest

STL Heating and Energy Limited offers advice in accordance with that described in this document. Occasions may arise where we, or one of our other clients, have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflicts with your interests, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

Provision of information by you

We will request personal and financial information from you and this must be an honest and accurate reflection of your current position. Failure to do so could affect the advice we give you, which may result in an unsuitable product recommendation and/or may cause delays in the processing of your loan application. Please let us know if there are any significant changes to these personal details, both during and after the loan application process has been completed. If we ask you to fill out any forms or documents, you must do this promptly, accurately and honestly. You may be committing a criminal offence by completing a form with information that is not accurate or truthful. We will not be liable to you if you suffer financially because you have not completed a form or document truthfully or accurately.

Termination Of Authority

You or we may terminate our authority to act on your behalf at any time, without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any services already provided/transactions already initiated, which will be completed according to this Terms of Business letter, unless otherwise agreed in writing. You will be liable to pay for any transactions made or carried out prior to termination and any adviser charges or other fees, which may be outstanding.

Our Prices

We practice fair and transparent pricing and our charges reflect any and all reasonable costs to undertake the work for you. Prices can vary from property to property even for similar specifications due to specifics such as additional works together with seasonal promotional activity. Any price quoted is valid at the time of quotation and will expire if not accepted by you within 28 days. The quotation is subject to installation



being completed place within 90 days from the date on which the quotation is accepted via the signed BIO (Boiler Installation Order Schedule) unless otherwise stated.

The price agreed does not include the cost of removing any dangerous waste material, such as asbestos, which we become aware of only when undertaking the work. We may recommend or you may choose to call a specialist contractor to do this work for you and when you have had any asbestos removed a clean air certificate must be provided before we will do any further work at your property.

Additional Work

You will be responsible for ensuring that before we start the work, there is an adequate gas supply to your property. You may be required you to take up carpets and floor coverings before we start the work, and we will give you as much notice as possible if we need you to do so. You may decide to call a specialist contractor to do this work for you or in some cases we may agree to undertake this work for you at a cost at an agreed additional cost. It will be your responsibility to replace the flooring when the work is completed.

Reasonable care will be taken to carry out the work without causing unnecessary damage to your property and as such any damaged caused by negligence we undertake to make good at our cost. Any damage caused to fixtures and fittings or need for redecoration is your responsibility and is not included in the quotation unless otherwise stated.

Payment

If applicable, any deposit is due to be paid when you place your order and failure to do so or any un-cleared or partial funds received will render the contract invalid. This does not affect your statutory rights. The remaining balance is payable in cleared funds as soon as we have completed the installation and at this stage you will be asked to sign a satisfaction note to signify you are happy with the work. Paying a deposit is usually a condition of us accepting your order unless otherwise stated. The amount of the deposit may vary depending upon the method of payment you choose to use. Currently any orders require a minimum of a 40% deposit to be processed excluding the administration fee but you are entitled to pay more initially if you wish. Payment by credit card of a deposit or a balance is subject to a 3% surcharge, which may vary from time to time.

System faults

When we connect new equipment to your existing central heating system we cannot accept responsibility for any the cost incurred subsequently for the repairing or replacement of parts of your existing system unless we have been negligent in not realising that such damage may occur or the way we did the work caused the fault. We also do not accept liability if your central heating system does not function properly because the water pressure is variable or your water supply becomes inadequate. We will endeavor to account for these potential hazards but if we agree to undertake additional works you will be liable for the reasonable additional costs.

Regulatory Status

STL Heating and Energy Limited of Unit 9, The Gateway, 4 School Lane, Knowsley Business Park, Prescot, Liverpool L34 9AA is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 690219.

You can check this on the Financial Services Register by visiting the Financial Conduct Authority's website: www.fca.org.uk/register or by contacting them on 0800 111 6768.

The FCA is an independent watchdog that regulates financial services and this document is for those consumers considering buying certain financial products.

Consumer Credit

STL Heating and Energy Limited is permitted to undertake credit activities in relation to a Regulated Credit Agreement. Please note that STL Heating and Energy Limited is a broker/intermediary and NOT a lender.

STL Heating and Energy Ltd does not handle clients' money in respect of a regulated Consumer Credit Agreements. We may accept payment from you in respect of a deposit for non consumer credit related services, i.e. towards the purchase of a boiler. For these deposits we use WorldPay.

What To Do If You Have A Complaint

If you wish to register a complaint, please contact us:

- In writing: The Complaints Manager, Unit 9, The Gateway, 4 School Lane, Knowsley Business Park, Prescot, Liverpool L34 9AA.
- By email: info@stlheating.co.uk

We aim to resolve your complaint straight away but if we can't we will write to you within 5 business days to tell you:

- Why we have not resolved your complaint
- Who is dealing with your complaint
- When we will contact you again

We will usually resolve your complaint quickly, but if it is complex it may take longer. We will keep you informed on a regular basis but if you need an update please call us on the number above and ask to speak to the person dealing with your complaint.

If we cannot reach agreement with you

If we can't agree a solution within 8 weeks and your complaint relates to our credit brokerage service we will:

- Send a letter giving our reasons for the delay and an indication of when we expect to provide a final decision OR
- Issue our final decision letter which will explain our final position

Our aim is to resolve all credit brokerage related complaints internally, however, if after receiving our final decision letter or 8 weeks have passed you may have the right to refer your complaint to the Financial Ombudsman Service (FOS).

Financial Ombudsman Service

If you want the FOS to look into your complaint you must contact them within 6 months of the date of our final response letter.

Financial Ombudsman Service, Exchange Tower, London E14 9SR Tel. 0800 0234567

complaint.info@financial-ombudsman.org.uk

Further information can be obtained by visiting their website at: www.financial-ombudsman.org.uk

A copy of our complaints procedure is available, upon request.



Data Protection

The information you have provided is subject to the Data Protection Act 1998 (the "Act"). We process both manually and by electronic means, your 'personal data' for the purposes of providing information, administration and management.

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the FCA or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data.

We may also contact you or pass your details to other companies associated with us to contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested

The information provided may also contain 'sensitive personal data' for the purposes of the Act, being information as to your physical or mental health or condition; the commission or alleged commission of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions, religious or similar beliefs, sexual life; or your membership of a Trade Union.

An opt-out facility for processing such data and/or receiving marketing information by email, telephone, post or SMS is available on the initial email you received confirming our Engineer's appointment at your property.

If at any time you wish us or any company associated with us to cease processing your personal data or contacting you for marketing purposes, please contact The Data Protection Officer on 0800 0086 9999 or in writing to us at STL Heating and Energy Ltd., Unit 9 The Gateway, 4 School Lane, Knowsley Business Park, Prescot, Liverpool L34 9AA.

We will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purposes. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

Applicable Law and Jurisdiction

These terms of business will be interpreted and construed in accordance with English law and is subject to the exclusive jurisdiction of the English courts, except if your address is in Scotland, when the courts of Scotland shall have non-exclusive jurisdiction.

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