

Terms and Conditions of the Loan

After reading the below terms and conditions, if you have any questions or need clarification, please contact transportloans@est.org.uk or phone 0808 108 9414 **before** you continue with the application.

Assessing your application

There is no guarantee that your application will be successful, and if a loan offer is made, this will be dependent on the availability of funds provided by the main funder, Transport Scotland (an agency of the Scottish Government).

Energy Saving Trust (“we”/ “our”/ “us”) and/or the Scottish Government reserves the right, at its sole and absolute discretion and at any time, to change any of the eligibility criteria set out in this application and/or to introduce new or additional requirements.

Before you receive a loan offer, we must be satisfied your application meets the loan’s eligibility criteria; we may reasonably request additional information which you must provide before your application can proceed. Additionally, we must be satisfied you are able to repay the loan. For these purposes, when an application is submitted, we use the results of the credit and affordability checks to make our decision. We assess each application to ensure the aims of the scheme are met and the risk of lending public money is minimised. Before receiving payment, your application must pass each stage of the process outlined below:

1. We assess your application against the loan eligibility criteria and the conditions set out in this form. We review all the information you provided, including in any accompanying documents.
2. Your credit and ability to make repayments are checked. If you fail the check, you can appeal the decision, with instructions provided in our decision email. Note that following an appeal, our decision is final. In both instances, the decision details resulting from the credit and affordability check are confidential and cannot be disclosed.

We aim to give you a decision on your application within 10 working days. Continue reading for what comes next.

Next steps after loan offer – claiming your funds

3. If your application is successful, we send you a loan offer packet via email containing your loan agreement, instructions on how to claim your funds and useful reference documents. Read these carefully.
The loan agreement specifies the amount and purpose of the loan, as well as the eligibility criteria and detailed terms and conditions. This includes detailing specific situations where we will be entitled to demand early payment of the full amount outstanding.
4. When you are ready to accept the loan offer and claim your funding, you must follow each step outlined in the loan offer letter instructions attached in the loan offer email.

Briefly, this includes accepting your loan agreement, arranging purchase of your vehicle(s), undergoing an identity check and providing a valid invoice.

Note, to fully process your claim documents, we may make reasonable requests for additional information.

We aim to process your claim documents within 10 working days. Continue reading for what comes next.

Once we have received your complete claim and all relevant documents, we will review and pending approval, make payment of the loan value to your bank account.

You can expect the loan payment to arrive within 3-5 working days after your claim has been approved.

The direct debit for the repayment of the loan will start on the 15th of the month following payment. **Continue reading for the last stage.**

5. You must submit your proof of payment of the vehicle(s) within 45 days of receipt of our payment.
If satisfactory proof of payment is not provided, we may reclaim the loan from you.
Additionally, we may have authorised representatives conduct a site visit to verify that vehicle(s) have been purchased.

The vehicle listed on the invoice you submit as part of your claim for the loan payment, is expected to be the vehicle that you then purchase. If you intend to purchase a different vehicle after submitting your claim, you must inform us immediately.

It is at the sole discretion of Energy Saving Trust to decide when proof of purchase requirements have been satisfied. We will request further information until we have evidence of all funds being used for the intended purpose in accordance with the eligibility criteria and terms and conditions of the loan.

If you did not utilise all of the loan funding or cannot provide evidence that all of the loan funding was used for its intended purpose you must inform us immediately. Any funding not used for its intended purpose will be required to be returned to Energy Saving Trust.

Loan repayment

You must repay the loan by direct debit and in the instalments specified in your loan agreement. A statement showing the original amount, the repayments you have made during the previous year and the amount of loan still outstanding is available on request. Interest may be payable on the loan if repayments are not maintained; full details are set out in the loan agreement. You can repay the full amount at any time by emailing repayments@est.org.uk or phoning 0808 108 9414

On-going monitoring and publication

You must cooperate with us and, any time after the loan has been advanced, provide any information that we reasonably request, which may include allowing our authorised representatives to conduct site visits to verify you are following the loan agreement, as well as

to monitor the effectiveness and carbon savings of the vehicle(s) purchased with support from the loan.

We may wish to publicise our, your or any of the funding partners' involvement in the scheme and request your cooperation and assistance. This may include acknowledging in promotional literature or case studies the type of loan offered to you and that Transport Scotland funded the loan.

Accuracy of Information

By submitting this application, you confirm that the information you provided is true, accurate and complete in all respects. You must notify us without delay if, at any time after submission, there is any material changes to any of this information, as this may affect eligibility for the loan. If any of your submitted information is subsequently found to be untrue, inaccurate or incomplete, this may invalidate the entire application or reduce the value of the loan we are willing to offer. If any inaccuracy is discovered after receiving a loan offer and you have entered into the loan agreement, we consider this a breach of the loan agreement and may request the full amount of the loan to be repaid early.

Data Protection Statement

We are acting on behalf of Transport Scotland to administer your loan application.

We may contact you for further information to support your application and will conduct eligibility and credit reference checks where necessary. We may also contact you to ask for your feedback on your experience of our services to help us improve them.

We share your information with Transport Scotland for the purposes of monitoring, assessing, and reporting on the success of the scheme. We may share your information with Audit Scotland, and any other relevant funding bodies, to ensure the proper, efficient and effective spending of public money. We may also share your information with financial and other organisations to protect ourselves and others against theft and fraud. If you give us false or inaccurate information and we suspect fraud, we will record this. We and other third parties may use this information if decisions are made about you or others at your address(es) on credit or credit-related services or motor, household, credit, life or any other insurance facilities.

In the absence of a valid proof of purchase, we may contact your dealership to confirm purchase of the vehicle(s) specified in the invoice for the purposes of preventing, detecting and investigating fraud.

Your information will be retained for 7 years from when your loan is repaid or from our last point of contact with you.

For further information about how we use your data, and for more information on third party providers we use, please see our privacy policy available at <https://energysavingtrust.org.uk/privacy-policy/> or contact our Data Protection Officer at DataProtectionOfficer@est.org.uk.

Credit Check and Fraud

A hard credit check is required to submit your application; this means a search of your credit report will be completed and supplied to us by credit reference agencies, as well as information from the Electoral Register. Additionally, credit reference agencies may hold information on your

record which is financially linked to one or more of your partners; this means that your application will be credit checked with reference to this linked information. We may use the result of the check for tracking or tracing debt, to prevent money laundering and to manage your customer account. We may also use other credit-scoring methods to assess your application and to verify your identity.

The details and status of your customer account may be shared with credit reference agencies when you borrow or might borrow money from us; these details can appear on your credit report and will be visible to credit reference agencies in future. Additionally, if you borrow and do not repay in full and on time, credit reference agencies may be informed, and the outstanding debt recorded on your credit report. This could damage your credit rating and make it harder to obtain credit or increase the cost of credit in the future. We reserve the right to take legal action to retrieve any outstanding amount; you may incur additional costs to cover this action.

To prevent or detect fraud, or to verify your identity, information may be sourced from searches at fraud prevention agencies. To protect us and others from theft and fraud, we may share this information with financial and other organisations involved with fraud prevention. If you give us false or inaccurate information and we suspect fraud, we will record this. We and other third parties may use this information if decisions are made about you or others at your address(es) on credit or credit-related services or motor, household, credit, life or any other insurance facilities.

Reserved rights and matters

Information on our website and elsewhere in relation to the loan and, more generally, to electric vehicles and reducing fuel costs, is intended to act as guide only; accordingly, we cannot and do not accept any liability for any loss or damage that you may suffer as a result of using such information.

Neither us nor the Scottish Government guarantees or underwrites the performance of any electric vehicle purchased with the loan. You should ensure that the dealership provides you with all necessary information, including warranty cover information.

We and/or the Scottish Government reserves the right, at its sole and absolute discretion and at any time, to change any of the eligibility criteria set out in this form, which can include introducing new or additional terms and conditions; notice will be given.

We reserve the right, in consultation with the Scottish Government, to suspend or reject loan applications at any time where a formal written loan offer has not been signed and returned, including where there are insufficient funds available for all applicants.

We reserve the right to reject any loan application and our decision regarding applicant eligibility is final. We may ask for more information to determine eligibility and, if you wish your application to progress, you must provide this information within the timeframe we specify. Neither us nor any of our officers, employees, agents or subcontractors shall be liable for any losses, damages or costs suffered by you which arise out of or in connection with the application process whether caused by our negligence or that of any of our officers, employees, agents, sub-contractors or otherwise.

We reserve the right to, and will at our sole discretion, assess applications that fall outside of the eligibility criteria on an individual basis; these applications will be assessed on their merits, with the purpose of the loan taken into consideration.

The arrangements applicable to this loan will be governed by and interpreted in accordance with the laws of Scotland and will be subject to exclusive jurisdiction of the Scottish Courts.