

# DRAFT HOME CREDIT MARKET INVESTIGATION ORDER 2007

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On 20 December 2004, the Office of Fair Trading, in the exercise of its powers under section 131 of the Enterprise Act 2002<sup>1</sup> ('the 2002 Act'), referred to the Competition Commission, for investigation and report, the supply of home credit in the United Kingdom.

On 30 November 2006, the Competition Commission published a report on the investigation and it contained the decision that there were adverse effects on competition.

On 29 June 2007, the Competition Commission gave notice of its intention to make this order in accordance paragraph 2 of Schedule 10 to the 2002 Act as applied by section 165 of that Act.

The Competition Commission, in exercise of the powers conferred by sections 138(2), 161 and 164(2) of, and paragraphs 2, 8, 15, 18, 19, 21 and 22 of Schedule 8 to, the Act, and for the purpose of remedying, mitigating or preventing the adverse effects on competition concerned and for the purpose of remedying, mitigating or preventing detrimental effects on customers so far as they have resulted from, or may be expected to result from, the adverse effects on competition, makes the following Order.

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<sup>1</sup>2002 c. 40.

# PART 1

## General

### Citation and commencement

#### 1. Citation and commencement

- (1) This Order may be cited as the Home Credit Market Investigation Order 2007.
- (2) This Order shall come into force on *[insert date 21 days after date of order]*.

### Interpretation

#### 2. General interpretation, index of defined expressions etc

- (1) In this Order—

‘CC’ means the Competition Commission;

‘the 1974 Act’ means the Consumer Credit Act 1974;<sup>1</sup> and

‘the Advertisements Regulations’ means the Consumer Credit (Advertisements) Regulations 2004.<sup>2</sup>

- (2) In this Order, the following expressions have the same meanings as in the **1974 Act**—

‘advertiser’;

‘associate’;

‘credit’ (except in the expressions ‘home credit loan agreement’, ‘home credit voucher agreement’, ‘home credit business’ and ‘home credit loan business’);

‘creditor’;

‘debtor’;

‘debtor-creditor agreement’;

‘individual’;

‘licence’;

‘OFT’;

‘regulated agreement’; and

‘representation’.

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<sup>1</sup>1974 c39; relevant amendments are made by SI 2004/3236 and the Consumer Credit Act 2006 (c14).

<sup>2</sup>SI 2004/1484 as amended by SI 2007/827.

- (3) In this Order, 'advertisement' has the meaning given by subsection (1) of section 189 of the **1974 Act** and a reference to the publishing of advertisements shall be construed in accordance with that subsection.
- (4) For convenience, expressions defined in this Order are (except in the places where they are defined and in Schedule 1) printed in bold.
- (5) Schedule 1 contains an index of provisions defining or otherwise explaining expressions used in this Order.

### 3. 'Home credit loan agreement' and 'home credit voucher agreement'

- (1) A 'home credit loan agreement' is a **debtor-creditor agreement** which satisfies either or both of the conditions set out in paragraph (3).
- (2) A 'home credit voucher agreement' is a **regulated agreement** for the provision of **credit** in connection with the use of a **relevant voucher** and which satisfies either or both of the conditions set out in paragraph (3).
- (3) The conditions referred to in paragraphs (1) and (2) are that—
  - (a) the agreement provides that all or most of the sums payable by the **debtor** are to be collected by or on behalf of the **creditor** at the **debtor's** home or at the home of a natural person who makes payment to the **creditor** on the **debtor's** behalf (or, in either case, to be so collected if the **debtor** so wishes); and
  - (b) as at the time the agreement is entered into, the **debtor** could reasonably expect, from representations made by or on behalf of the **creditor** at or before that time, that all or most of the sums payable would be collected as specified in subparagraph (a) (or, in either case, would be so collected if the **debtor** so wished).
- (4) A **relevant voucher** is a card, check, voucher, coupon, stamp, form, booklet or other document or thing given to an **individual** by a person who undertakes that—
  - (a) on the production of it (whether or not some other action is also required) he will supply goods and services (or either of them) on **credit**; or
  - (b) where, on the production of it to a third party (whether or not any other action is also required), the third party supplies goods and services (or either of them), he will pay the third party for them (whether or not deducting any discount or commission), in return for payment to him by the individual.

### 4. 'Home credit business' and 'home credit loan business'

- (1) 'Home credit business' means any business being carried on by a person so far as it comprises or relates to the provision of **credit** by him under **home credit loan agreements** or **home credit voucher agreements**.
- (2) 'Home credit loan business' means any business being carried on by a person so far as it comprises or relates to the provision of **credit** by him under **home credit loan agreements**.

## 5. 'Agent' and 'employed'

- (1) An agent is a natural person who is **employed** by a person carrying on a **home credit business** to collect payments due to that person under **home credit loan agreements** or **home credit voucher agreements** (or both) at the homes of **debtors** (whether or not he is **employed** by the person to perform other functions).
- (2) For the purposes of this article, where payments are collected at the home of a natural person on behalf of a **debtor**, they shall be treated as though they were collected from the home of the **debtor**.
- (3) For the purposes of this Order, the number of agents regarded as **employed** by a person on any particular date shall be the **applicable number**.
- (4) The 'applicable number' is—

$$\frac{1}{4} (A + B + C + D)$$

where A, B, C and D are the number of agents **employed** by him respectively on 25 March, 24 June, 29 September and 25 December (in each case) in the previous calendar year.

- (5) Where a person carrying on a **home credit business** has one or more **associates** who carry on such a business, the number of agents he employs shall be calculated by adding together the respective **applicable number** of that person and each of his **associates**.
- (6) For the purposes of this Order, 'employed' means employed under a contract of service or a contract for services or otherwise.

## 6. 'Home credit turnover'

- (1) The home credit turnover, on any particular date, of a person carrying on a **home credit loan business** shall, subject to paragraph (2), be the **applicable turnover** for the **business year** preceding that date.
- (2) Where in an application of this article there is any period in respect of which there is no preceding business year then the **applicable turnover** shall be the turnover for that period.
- (3) 'Applicable turnover' of a person carrying on a **home credit loan business** shall be the amounts derived by that person from the provision of **credit** under **home credit loan agreements** in the United Kingdom.
- (4) Where a person carrying on a **home credit loan business** has one or more **associates** who carry on such a business, the **applicable turnover** shall be calculated by adding together the respective applicable turnover of that person and each of his associates.
- (5) For the purposes of this article, 'business year', in relation to a person carrying on a **home credit loan business**, means a period of more than six months in respect of which that person prepares or is required to prepare accounts.

## Miscellaneous

### 7. Suspension of provisions of this Order

- (1) If the **OFT** has published a notice that any provision of this Order which imposes an obligation or restriction on persons is to be suspended, the operation of the provision shall be suspended in accordance with the terms of the notice.
- (2) If the **OFT** has given a person notice that any provision of this Order which imposes an obligation or restriction on him is to be suspended, the operation of the provision shall be suspended in relation to that person in accordance with the terms of the notice.
- (3) A suspension under paragraph (1) or (2) shall be subject to such conditions and shall apply in such circumstances and for such period or description of period as may be specified or described in the notice.

### 8. Delegated powers of direction

- (1) The **CC** may give directions falling within paragraph (2) to—
  - (a) a person specified in the directions; or
  - (b) a holder for the time being of an office so specified in any body of persons corporate or unincorporate.
- (2) Directions fall within this paragraph if they are directions—
  - (a) to take such steps as may be specified or described in the directions for the purpose of carrying out, or ensuring compliance with, this Order; or
  - (b) to do, or refrain from doing, anything so specified or described which the person might be required by this Order to do or refrain from doing.
- (3) The **CC** may vary or revoke any directions so given.

### 9. Multiple agreements

- (1) For the purposes of this article, the relevant categories are **home credit loan agreements** and **home credit voucher agreements**.
- (2) This article applies to an agreement if its terms are such as—
  - (a) to place a part of it within one **relevant category** of agreement, and another part of it within the other **relevant category**, or within a category other than a **relevant category**; or
  - (b) to place it, or a part of it, within both **relevant categories**.
- (3) Where a part of an agreement falls within paragraph (2), that part shall be treated for the purposes of this Order as a separate agreement.
- (4) Where an agreement falls within paragraph (2)(b), it shall be treated as a **home credit loan agreement**.

## **10. Modifying agreements**

Section 82(2) of the **1974 Act** shall apply for the purposes of this Order as it applies for the purposes of that Act.

## PART 2

### Data sharing

#### 11. Interpretation

- (1) In this Part—
- (a) ‘the Principles’ means the document produced by the Steering Committee on Reciprocity (a body established by persons engaged in the finance industry) known as ‘the Principles of Reciprocity’ and dated June 2006 as from time to time varied or replaced (with or without modification); and
  - (b) ‘the Rules Managing SCOR’ means the document known by that name and dated October 2004, being the document referred to by that name in the document mentioned in subparagraph (a).
- (2) In this Part, a reference to a CRA is a reference to—
- (a) Experian Limited (company registration number 00653331), Equifax plc (company registration number 02425920), Callcredit Limited (company registration number 03961870) (those companies being CRAs within the meaning of the Principles); and
  - (b) such other persons as the **OFT** may from time to time, at its discretion, nominate upon being satisfied (in each case) that the requirements of paragraph (3) are met,
- and a reference to all the CRAs shall be construed accordingly.
- (3) In order to meet the requirements of this paragraph, a person must have—
- (a) at least 50 **subscribers to shared data**;
  - (b) at least 10 per cent of **shared records**;
  - (c) appropriate arrangements for independent audit of security;
  - (d) appropriate arrangements for ensuring compliance with the Principles; and
  - (e) appropriate arrangements for ensuring compliance with the Data Protection Act 1998 and other relevant legislation.
- (4) In this article, ‘subscribers to shared data’ and ‘shared records’ have the same meanings as in the footnote to paragraph 3.5 of **the Rules Managing SCOR**.

#### 12. Contracts with credit reference agencies

- (1) A person who carries on (or who has an **associate** who carries on) a **home credit loan business** shall not, as **creditor**, enter into a **home credit loan agreement** or a **home credit voucher agreement** unless the following condition is met.
- (2) The condition is that there is in existence a contract between the person and a **CRA** and a contract between the person and a different **CRA**, both of those contracts complying with Schedule 2.

- (3) Paragraph (1) does not prevent a person entering into any agreement—
- (a) at a time when the number of **agents employed** by him is less than 60 and his **home credit turnover** is less than £2 million; or
  - (b) at any time during the period of six months beginning with the date of this Order.

### **13. Requirement to obtain debtors' consent to sharing data**

- (1) A person who carries on (or who has an **associate** who carries on) a **home credit loan business** shall not, as a **creditor**, enter into a **home credit loan agreement** or a **home credit voucher agreement** unless the following condition is met.
- (2) The condition is that, under the terms of that agreement, the **debtor** has consented to the person providing all the **CRAs** with data of the kind referred to in paragraph 3(a) of Schedule 2 in relation to the agreement.
- (3) Paragraph (1) does not prevent a person entering into any agreement at a time when the number of **agents employed** by him is less than 60 and his **home credit turnover** is less than £2 million.

## PART 3

### Website

#### 14. General interpretation of Part 3

- (1) In this Part—
- 'APR' has the same meaning as in the **Advertisements Regulations**;
  - 'name' has the same meaning as in the **Advertisements Regulations**;
  - 'the accredited operator' has the meaning given in article 15(1);
  - 'the relevant date' has the meaning given in article 15(2);
  - 'the relevant website' is the website operated for the time being by the **accredited operator** for the purposes of this Order; and
  - 'TCC/£100' means the total charge for credit per £100 advanced rounded to the nearest whole number; and 'total charge for credit' for this purpose has the same meaning as in the **Advertisements Regulations**.
- (2) In this Part, 'the authority' means the **CC** before the **relevant date** and the **OFT** on or after that date; and for the purposes of article 18(1)(j), (k) and (l), anything done by the **CC** before the **relevant date** shall have effect on or after that date as if it had been done by the **OFT**.
- (3) For the purposes of this Part, a special credit agreement is a **debtor-creditor agreement** in respect of which the following conditions are satisfied—
- (c) the agreement is not a **home credit loan agreement**;
  - (d) the agreement provides for the **debtor** to pay by instalments; and
  - (e) at the time he enters into the agreement, the **creditor** expects the instalments (or most of them) to be made in coins of the realm or bank notes.
- (4) For the purposes of this Part, **home credit loan agreements** with the same **creditor**, the same **TCC/£100** and the same duration shall be deemed to constitute a class of home credit loan agreements; and a reference to a class of home credit loan agreements, and other cognate expressions shall be construed accordingly.
- (5) For the purposes of this Part, **special credit agreements** with the same **creditor**, the same **TCC/£100** and the same duration shall be deemed to constitute a class of special credit agreements; and a reference to a class of special credit agreements, and other cognate expressions shall be construed accordingly.
- (6) For the purposes of this Part, a **large lender**, on any particular date, is a person carrying on a **home credit loan business** who at the beginning of the calendar year comprising that date—
- (a) employs at least 200 **agents**; or
  - (b) has a **home credit turnover** of at least £10 million,

and a reference to the large lenders collectively shall be construed accordingly.

- (7) Without prejudice to section 11 of the Interpretation Act 1978,<sup>1</sup> 'enactment' has the meaning given by section 183(1) of the Enterprise Act 2002.

## **15. Accredited operator relevant date and certain notices to be given by the CC in connection therewith**

- (1) In this Part, 'the accredited operator' means the single person for the time being approved by the **CC** for the purposes of this Part.
- (2) In this Part, 'the relevant date' is six months after the **CC** has first published, in accordance with paragraph (3), a notice that it has approved an **accredited operator** or such later date as from time to time specified for the purposes of this Part in a notice published by the **CC**.
- (3) When the **CC** approves a person as the **accredited operator** or withdraws such an approval it shall publish a notice indicating that it has done so.
- (4) The **CC** shall not withdraw such an approval unless the **OFT** advises that such a withdrawal is appropriate.
- (5) When the **accredited operator** is ready to receive information for publication under article 16, the **CC** shall publish notice of the fact and of the address of the **relevant website**.

## **16. Duty to publish**

- (1) Where a person carrying on a **home credit loan business** holds himself out as willing to enter into **home credit loan agreements** falling within any particular **class**, he shall cause an **advertisement** complying with the requirements of article 17 to be continuously published on the **relevant website** so long as that remains the case.
- (2) Paragraph (1) does not require the person to cause anything to be published in relation to the **class**—
  - (a) during the period of 28 days beginning with the date that the person first holds himself out as willing to enter into **home credit loan agreements** falling within the **class** (or, where applicable, he first does so again after he last ceased to do so);
  - (b) while the total number of **home credit loan agreements** falling within the **class** entered into by him within the previous 12 months is less than 100; or
  - (c) before the **relevant date**.
- (3) If the person holds himself out as willing to enter into **home credit loan agreements** falling within more than one **class**, the previous provisions of this article shall apply in relation to each of those **classes** separately.

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<sup>1</sup>1978 c30.

- (4) In this article, a reference to a person holding himself out as willing to enter into **home credit loan agreements** is a reference to him holding himself out as willing to enter into such agreements with members of the public.

## 17. Information to be published

- (1) The requirements referred to in article 16(1) are that the **advertisement** contains—
- (a) the information described in paragraph (2) about the terms on which, and the circumstances in which, the **advertiser** is willing to enter into **home credit loan agreements** falling within the **class** in question with members of the public; and
  - (b) the further information described in paragraph (3).
- (2) The information referred to in paragraph (1)(a) is—
- (a) the duration of such agreements expressed in weeks;
  - (b) the **TCC/£100**;
  - (c) the frequency, number and amounts of repayments of **credit** (expressed in pounds per £100 advanced) to be made by the **debtor** under such agreements, on the assumption that the **debtor** complies with his obligations;
  - (d) the **APR**;
  - (e) whether or not any charge is made for late payments under such agreements and if so a description and the amount of the charges;
  - (f) whether or not any charge is made under such agreements for home collection and if so a description and the amount of the charges;
  - (g) whether there are any limitations on the circumstances in which the person is normally willing to enter into such agreements other than limitations relating to—
    - (i) the ability of the **debtor** to meet his obligations under the agreement;
    - (ii) the area or areas in which the **debtor** resides; or
    - (iii) the maximum or minimum amount that can be advanced;and if so, details of the limitations; and
  - (h) if the information set out in subparagraphs (a) to (g) concerning agreements falling within the **class** is different in different cases, details of the differences and the circumstances in which those differences arise.
- (3) The information referred to in paragraph (1)(b) is—
- (a) the **name** of the **advertiser**, a postal address where he may be contacted and a United Kingdom telephone number (not being a premium rate number); and
  - (b) such further information that needs to be included in order to ensure that the **advertisement** complies with the **Advertisements Regulations**.

- (4) Where an **advertisement** displayed on the **relevant website** in response to a search contains a link to other material on the website that other material shall be regarded as part of the **advertisement** for the purposes of this article.

## 18. Further provisions concerning the manner of publication

- (1) While a person is required by article 16 to cause an **advertisement** to be published on the **relevant website**, he shall cause the **relevant website** to comply with the following requirements relating to the publication—
- (a) any person can easily and quickly gain access to the website free of charge;
  - (b) the website has search facilities that can be used easily and quickly by any person, free of charge, to compare the terms on which different **creditors** are willing to enter into **home credit loan agreements** and **special credit agreements** and those facilities include the capacity for searches to be made by reference to a specific area;
  - (c) any person can easily and quickly reproduce, free of charge, information on the website electronically and on paper;
  - (d) no **advertisements** are displayed on the website other than **advertisements** indicating that the **advertiser** is willing to enter into **home credit loan agreements** or **special credit agreements**;
  - (e) no **advertisement** is displayed on the website unless the requirements of paragraph (2) and (if applicable) paragraph (6) of article 19 are complied with in relation to the **advertisement** as at the time it is so displayed;
  - (f) whenever information is displayed on a page on the website in connection with a particular **class of home credit loan agreements** or **special credit agreements**—
    - (i) all the information relating to that **class** displayed on that page appears as a single **advertisement** for the purposes of the **Advertisements Regulations**; and
    - (ii) the **advertisement** does not contain any information relating to any **class of home credit loan agreements** or **special credit agreements** other than the **class** in question;
  - (g) no **advertisement** displayed on the website contains any information concerning the **advertiser** other than—
    - (i) the terms of the **home credit loan agreements** or **special credit agreements** he is willing to enter into and the circumstances in which he is willing to enter into them;
    - (ii) one name, one address at which he can be contacted and one telephone number; and
    - (iii) information required to be included in the **advertisement** by any **enactment**;
  - (h) no **advertisement** concerning **home credit loan agreements** falling within any particular **class** is displayed on the website unless—

- (i) it is published pursuant to article 16 (and is accordingly required by that article to comply with the requirements of article 17); or
  - (ii) it is not published pursuant to article 16 but nevertheless complies with the requirements of article 17;
- (i) no **advertisement** concerning **special credit agreements** falling within any particular **class** is displayed on the website unless it complies with the requirements of article 17, as if references in article 17 to **home credit loan agreements** were references to **special credit agreements**;
  - (j) the website contains no hyperlinks other than links to a different part of the website and such links (if any) as are for the time being approved by the **authority**;
  - (k) the website includes guidance on consumer rights in such terms as are for the time being approved by the **authority**;
  - (l) the website includes an explanation, in such terms as are for the time being approved by the **authority**, on how to interpret the information it contains;
  - (m) the website includes a notice giving all persons permission to reproduce the contents of the website;
  - (n) the website includes a notice displaying a postal address and a telephone number where any person can contact the **accredited operator**;
  - (o) the information published on the website is retained for at least two years after it is first published;
  - (p) there is available to the **OFT** information concerning the number of times persons have gained access to the website and the duration of that access; and
  - (q) there is available to the **OFT** information concerning service levels and other information which the **OFT** requires for the purpose of monitoring the performance of the website.
- (2) Where an **advertisement** displayed on the **relevant website** in response to a search contains a link to other material on the website, that other material shall be regarded as part of the **advertisement** for the purposes of paragraph (1)(d), (f)(ii), (g) and (i).

## 19. Requirements referred to in article 18(1)(e)

- (1) This article has effect for the purpose of specifying the requirements referred to in article 18(1)(e) in relation to an **advertisement** as at the time it is displayed.
- (2) The requirements of this paragraph are that the **advertisement** is being published on the **relevant website** at the request of the **advertiser** and, at or after the time the **advertiser** made that request, he supplied the **accredited operator** with a statement in writing containing the information referred to in article 17(1)(a) and (b) in relation to the **advertisement** and also the following information—
  - (a) the **postcode districts** in which payments by the **debtors** are to be collected; and

- (b) the number of the **licence** under which he operates (if applicable).
- (3) For the purposes of this article, the postcode district in which a place is situated is the first of the two groups of letters and numbers comprised in the full postcode for that place; and a reference to a postcode district shall be construed accordingly.
- (4) Accordingly, for example, if instalments are to be collected from addresses with a postcode set out in the left-hand column of the table below, the information to be provided under paragraph (2)(a) would be the letters and numbers indicated in the corresponding entry in the right-hand column.

<i>Full postcode</i>	<i>Postcode district</i>
WC1B 4AD	WC1B
EC4Y 8JX	EC4Y

- (5) Paragraph (6) applies if more than three months have elapsed since the **advertisement** was first published following the request referred to in paragraph (2).
- (6) The requirements of this paragraph are that the **advertiser** has, within the previous three months, informed the **accredited operator** in writing that he is still willing to enter into agreements of the **class of home credit loan agreements** or **special agreements**, to which the **advertisement** relates, with members of the public and if so—
- (a) whether the published information is or is not correct; and
- (b) whether the last information that the **advertiser** supplied to the **accredited operator** in writing concerning the **postcode districts** in which payments by the **debtors** are to be collected is or is not still correct.

## 20. Further provisions concerning large lenders and special loan agreements

- (1) The cost of setting up and operating the **relevant website** shall be borne wholly by the **large lenders** and by persons who cause **advertisements** relating to **special credit agreements** (such an **advertisement** being referred to below as a 'special advertisement') to be published on that website with—
- (a) the **large lenders** paying on the basis of the principle set out in paragraph (2); and
- (b) each **special advertisement** being paid for by the **advertiser**, the amount in each case being the additional cost that the **accredited operator** incurs in publishing the **special advertisement**.
- (2) The principle is that fees are to be calculated in relation to successive 12-month periods and, in relation to each period, the amount borne by each person who is a **large lender** at the beginning of the period shall be equal to the total amount borne by all persons who are large lenders at the beginning of the period multiplied by the ratio of his **home credit turnover** at the beginning of the period to the sum of the **home credit turnover** of all persons who are **large lenders** at the beginning of the period.
- (3) Within 14 days after the **relevant date**, every person who is a **large lender** on that date shall inform the **OFT** of the amount of his **home credit turnover** as at the **relevant date**.

- (4) Within 14 days after every anniversary of the **relevant date**, every person who is a **large lender** on that anniversary shall inform the **OFT** of the amount of his **home credit turnover** as at the date of that anniversary.
- (5) The **OFT** may supply such of the information it receives under paragraphs (3) and (4) to the **accredited operator** as it considers necessary for effect to be given to paragraph (1).
- (6) The **large lenders** must ensure that persons who carry on a **home credit loan business** other than **large lenders** are able to publish **advertisements** consistent with the provisions of article 18 free of charge on the **relevant website**.

## **21. Extent of obligations under this Part**

A person shall not be regarded as having contravened this Part if he took all reasonable steps and exercised all due diligence to avoid contravening it.

## PART 4

### Statements on request

#### 22. Duty to give information to debtor

- (1) A **creditor** under a **home credit loan agreement**, within seven days after receiving a request (oral or in writing) to that effect from the **debtor**, shall **give** the **debtor** a statement that complies with the requirements of paragraph (2).
- (2) Subject to paragraphs (3), (4) and (5) the statement must—
  - (a) comply with the requirements of the Consumer Credit (Information Requirements and Duration of Licences and Charges) Regulations 2007<sup>1</sup> ('the 2007 Regulations') as they apply to statements under section 77A of the **1974 Act** separately in relation to each **home credit loan agreement** that has been made between—
    - (i) the **debtor** and the **creditor**; or
    - (ii) the **debtor** and any person who is an **associate** of the **creditor** on the date the request is received; and
  - (b) set out the total of the amounts shown in the statement by virtue of paragraph 3(j) of Schedule 1 to the **2007 Regulations** as applied by subparagraph (a) above.
- (3) In its application to this article, the **2007 Regulations** shall have effect as if—
  - (a) at the end of regulation 11, there were added—

'(3). Paragraphs (1) and (2) shall not apply in the case of a statement given pursuant to a request under the Home Credit Market Investigation Order 2007 and, in such a case, the statement shall relate to a period—

    - (a) beginning with the date of the making of the agreement or 12 months before the request is received (whichever is the later); and
    - (b) ending on a date not more than 14 days before the statement is given.'; and
  - (b) regulations 45 to 48 (transitional provisions) were omitted.
- (4) Paragraph (1) does not apply to—
  - (a) a request made less than three months after a previous request by the **debtor** to the **creditor** or any of his **associates** made under that paragraph was complied with; or
  - (b) a request received before the date that section 6 of the Consumer Credit Act 2006 comes fully into force.

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<sup>1</sup>SI 2007/1167.

- (5) Paragraph (1) does not apply to a request of the kind mentioned in that paragraph if every **home credit loan agreement** that has been made between—
- (a) the **debtor**; and
  - (b) the **creditor** or person who is an **associate** of his on the date the request is received;
- was finally discharged more than 12 weeks before the request was received by the **creditor**.
- (6) For the purposes of this article, an agreement is finally discharged on the first day that the following condition is satisfied, namely that no sum is, or will or may become, payable by the **debtor** under the agreement.
- (7) In this article, 'give' has the same meaning as in the **1974 Act**.
- (8) For the purposes of this article, a request received by an **agent employed** by the **creditor** shall be deemed to be a request received by the **creditor**.

### **23. Prohibition on provisions inconsistent with this Part**

A person shall not, as **creditor**, enter into a **home credit loan agreement** that is inconsistent with the rights of the **debtor** under this Part.

## PART 5

### Early settlement rebates

#### 24. Interpretation of Part 5

In this Part, 'early settlement' and 'rebate' have the same meanings as in the Consumer Credit (Early Settlement) Regulations 2004.<sup>1</sup>

#### 25. Amount of rebate

- (1) A person shall not, as a **creditor**, enter into a **home credit loan agreement** unless the agreement contains an express provision giving the **debtor** the right, in the event of **early settlement**, to a **rebate** that would in all circumstances be equal to or greater than the amount determined in accordance with paragraph (2).
- (2) The amount determined in accordance with this paragraph is the **rebate** the **debtor** would be entitled to under the Consumer Credit (Early Settlement) Regulations 2004 if—
  - (a) in regulation 4(2), the words 'where the creditor so elects' were omitted;
  - (b) in regulation 5(a), for '28 days' there were substituted '13 days'; and
  - (c) regulation 6 (deferment of settlement date) were omitted.
- (3) For the purposes of this article, an agreement embodies a provision if the provision is set out either in the agreement or in another document referred to in it.
- (4) Paragraph (1) shall not apply to an agreement entered into during the period of three months beginning with the date of this Order.

#### 26. Early settlement statements

- (1) This article applies where—
  - (a) a **creditor** under a **home credit loan agreement** has received a request under section 97 of the **1974 Act** and is, accordingly, required by that section to give the **debtor** a statement in the form prescribed by the Consumer Credit (Settlement Information) Regulations 1983;<sup>2</sup>
  - (b) the request is received after the expiration of the three-month period beginning with the date of this Order; and
  - (c) the **debtor** would be entitled to a **rebate** under the agreement on **early settlement** if **early settlement** takes place on or before the **settlement date**.
- (2) In such a case, the **creditor** shall include in the statement, in addition to the information required under those Regulations—

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<sup>1</sup>SI 2004/1483.

<sup>2</sup>SI 1983/1564 as amended by SI 2004/1483 and 3236.

- (a) the amount of the **rebate** the **debtor** would be entitled to under the agreement on **early settlement** if **early settlement** takes place on the **settlement date**; and
  - (b) the total amount payable by the **debtor** required to discharge his indebtedness under the agreement after taking into account the amount of the **rebate** shown in subparagraph (a).
- (3) For the purposes of this article, the settlement date shall be taken to be the date of the expiration of a period of 13 days after the day on which the **creditor** has received the request from the **debtor**, unless a later date is requested by the **debtor**.

## PART 6

### Further information requirements

#### 27. Interpretation of Part 6

In this Part—

‘the appointed day’ means such date as is specified for the purposes of this Part in a notice published by the **CC**, being a date that is at least 21 days after the publication of the **relevant date**;

‘**relevant date**’, ‘**relevant website**’ and references to a **class of home credit loan agreements** have the same meanings as in Part 3; and

‘typical APR’ has the same meaning as in the **Advertisements Regulations**.

#### 28. Supply of information to the OFT

Schedule 3 shall have effect.

#### 29. Duty to refer to the relevant website in advertisements

- (1) Subject to paragraph (3), this article applies to every **advertisement** which—
  - (a) is required by the **Advertisements Regulations** to specify a **typical APR**; and
  - (b) is published for the purposes of a person’s **home credit loan business**.
- (2) Subject to paragraph (4), a person carrying on a **home credit loan business** (or an associate of such a person) who causes such an **advertisement** to be published must ensure that—
  - (a) the **advertisement** contains the form of wording set out in Part 1 of Schedule 4;
  - (b) the wording is given greater prominence in the **advertisement** than—
    - (i) any of the items listed in Schedule 2 to the **Advertisement Regulations**; and
    - (ii) any indication or incentive of a kind referred to in article 8(1)(c) or (d) of the **Advertisement Regulations**; and
  - (c) if the advertisement is in printed or electronic form and includes any of the items listed in Schedule 2 to the **Advertisement Regulations**, the wording required under subparagraph (a) above is shown in characters of not less than the size of the characters in which those items appear.
- (3) This article does not apply to an **advertisement** which—
  - (a) is an **advertisement** to which article 30 applies or a document to which article 31 applies; or
  - (b) is an **advertisement** published on the **relevant website**.

- (4) A person is not required by this article to ensure that an **advertisement** contains any particular form of wording before the **appointed day**.

### 30. Duty to provide information in documents delivered to an individual

- (1) Subject to paragraph (3), this article applies to every **advertisement** which is a document delivered or sent to an **individual** or left at the address of an **individual** for the purposes of a person's **home credit loan business**.
- (2) Subject to paragraphs (4) and (5), a person carrying on a **home credit loan business** (or an associate of such a person) who causes such an **advertisement** to be so delivered, sent or left must ensure that—
- (a) the **advertisement** contains the forms of wording set out in Parts 1 and 2 of Schedule 4; and
- (b) if the **advertisement** includes any of the items listed in Schedule 2 to the **Advertisement Regulations**, the wording required under subparagraph (a) above is shown in characters of not less than the size of the characters in which those items appear or in any other case not less than the size of characters in Arial font size 11.
- (3) This article does not apply to an **advertisement** which is a document to which article 31 applies.
- (4) A person is not required by this article to ensure that an **advertisement** contains the form of wording set out in Part 1 of Schedule 4 if it is so delivered, sent or left before the **appointed day**.
- (5) A person is not required by this article to ensure that an **advertisement** contains the form of wording set out in Part 2 of Schedule 4 if it is so delivered, sent or left before section 6 of the Consumer Credit Act 2006 comes fully into force.

### 31. Duty to provide information in payment books etc

- (1) This article applies to every document which—
- (a) is delivered or sent by a **creditor** to a **debtor** (or person acting on the **debtor's** behalf) under a **home credit loan agreement** or left by such a **creditor** at the address of such a **debtor** (or a person acting on the **debtor's** behalf); and
- (b) is for recording payments under the agreement.
- (2) Subject to paragraphs (3) and (4), a **creditor** under a **home credit loan agreement** who causes such a document to be so delivered, sent or left must ensure that—
- (a) the forms of wording set out in Parts 1 and 2 of Schedule 4 are set out on the front cover (if the document is in the form of a book) or (in any case) the first page of the document; and
- (b) the wording required under subparagraph (a) is shown in characters of not less than the size of characters in Arial font size 11.

- (3) A person is not required by this article to ensure that a document contains the form of wording set out in Part 1 of Schedule 4 if it is so delivered, sent or left before the **appointed day**.
- (4) A person is not required by this article to ensure that a document contains the form of wording set out in Part 2 of Schedule 4 if it is so delivered, sent or left before section 6 of the Consumer Credit Act 2006 comes fully into force.

### 32. Duty to supply product information on request

- (1) This article applies where a person ('the enquirer') makes a request (oral or in writing and however expressed) to a person who carries on a **home credit loan business** ('the supplier') to be provided with particulars of the terms on which the **supplier** is willing to enter into **home credit loan agreements**.
- (2) In those circumstances, the **supplier** shall **supply** the **enquirer** with the information described in article 17(2)(a), (b) and (c) in relation to each **class of home credit loan agreement** that he holds himself out as willing to enter into with members of the public.
- (3) However, if the request is in terms that indicate that the **enquirer** requires only a limited category of information, paragraph (2) shall apply only to the extent that it includes that category of information.
- (4) Subject to paragraph (5), if the request is made orally the **supplier** shall—
  - (a) communicate the information to the **enquirer** orally within 24 hours after receiving the request; or
  - (b) **give** him a statement in writing containing the information within seven days after receiving the request.
- (5) The **supplier** shall **give** the **enquirer** a statement in writing containing the information within seven days after receiving the request if—
  - (a) the request is made orally and the **enquirer** asks for the information to be given in writing; or
  - (b) the request is made in writing.
- (6) For the purposes of this article, a request received by an **agent employed** by a person who carries on a **home credit loan business** shall be deemed to be a request received by that person.
- (7) Nothing in this article shall affect the operation of section 49 of the **1974 Act** (prohibition on canvassing).
- (8) In this article, 'give' has the same meaning as in the **1974 Act**.
- (9) For the purposes of this article only, 'supply', in relation to information, means communicate the information orally or **give** a statement in writing containing the information.

Signed by authority of the CC

..... Date .....

**SCHEDULE 1**

Article 2(5)

<b>Expression</b>	<b>Provision in the order</b>
Account	Schedule 2, para 1
Accredited operator	Article 15
Advertisement	Article 2(3)
Advertisements Regulations	Article 2(1)
Advertiser	Article 2(2)
Agent (and number of agents employed)	Article 5
Applicable number	Article 5(4)
Applicable turnover	Article 6(3)
Appointed day	Article 27
APR	Article 14(1)
Associate	Article 3(2)
Authority	Article 14(2)
Business year	Article 6(5)
CC	Article 2(1)
Class (in relation to home credit loan agreements)	Article 14(4)
Class (in relation to special agreements)	Article 14(5)
Commencement date	Schedule 2, para 1
CRA	Article 11
Credit	Article 2(2)
Creditor	Article 2(2)
Data subject	Schedule 2, para 1
Debtor	Article 3(2)
Debtor-creditor agreement	Article 2(2)
Early settlement	Article 24
Enactment	Article 14(7)

Enquirer	Article 31(1)
Give (in relation to articles 22)	Articles 22(7)
Give (in relation to articles 32)	Article 32(8)
Home credit business	Article 4
Home credit loan agreement	Article 3
Home credit loan business	Article 4
Home credit turnover	Article 6
Home credit voucher agreement	Article 3
Individual	Article 2(2)
Large lender	Article 14(6)
Licence	Article 2(2)
Name	Article 14(1)
OFT	Article 3(2)
Personal data	Schedule 2, para 1
Postcode district	Article 19(3) and (4)
Positive, delinquent and default data	Schedule 1, para 1
Rebate	Article 24
Regulated agreement	Article 2(2)
Relevant agreement	Schedule 1, para 1
Relevant agreement in question	Schedule 1, para 2
Relevant contract	Schedule 1, para 2
Relevant date	Article 15
Relevant category	Article 9(1)
Relevant voucher	Article 3(4)
Representation	Article 2(2)
Shared records	Article 11(4)
Special agreement	Article 14(3)
Special advertisement	Article 20(1)

Subscribers to shared data	Article 11(4)
Supplier	Article 31(1)
Supply	Article 31(9)
TCC/£100	Article 14(1)
The 1974 Act	Article 2(1)
The 2007 Regulations	Article 22(2)(a)
The Principles	Article 11(1)(a)
The Rules Managing SCOR'	Article 11(1)(b)
Typical APR	Article 27

**Requirements for data sharing contract**

1. In this Schedule—
  - (a) ‘commencement date’ means the date that this Order comes into force;
  - (b) ‘positive, delinquent and default data’ and ‘accounts’ have the same meanings as in paragraph 2.1 of the **Principles**;
  - (c) ‘relevant agreement’ means a **home credit loan agreement** or a **home credit voucher agreement**; and
  - (d) ‘personal data’ and ‘data subject’ have the same meanings as in the Data Protection Act 1998.<sup>1</sup>
2. In order for a contract (‘the relevant contract’) between a person and a CRA to be treated, for the purposes of article 12, as a contract between the person and the CRA which complies with this Schedule at the time the person enters into a **relevant agreement (‘the relevant agreement in question’)**, the contract must comply with the following provisions of this Schedule.
3. **The relevant contract** must impose a requirement on the person—
  - (a) to provide **positive, delinquent and default data** on a regular (minimum monthly) basis to the **CRA** on all **accounts** relating to **relevant agreements** within the meaning of this Schedule under which he is the **creditor**; and
  - (b) to indicate, when providing such data, that the data relate to a **relevant agreement** within the meaning of this Schedule.
4. The requirement must be in force at the time the **relevant agreement in question** is entered into.
5. Paragraph 4 shall not apply if—
  - (a) **the relevant contract** provides for the requirement to come into force within a specified period (not exceeding three months) after the person enters into **the relevant contract** and that period has not expired when he enters into **the relevant agreement in question**; and
  - (b) the person has not, prior to entering into the **relevant agreement in question**, entered into more than one contract which imposes a requirement on him that complies with paragraph 3(a) and (b).
6. For the purposes of paragraph 5—
  - (a) a contract shall be regarded as entered into by the person if it was entered into by a person who was an **associate** of his at any time during the period beginning with the date on which **the relevant contract** was entered into and ending on the date on which **the relevant agreement in question** is entered into; and

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<sup>1</sup>Ch 29.

- (b) any contract that terminated before **commencement date** shall be ignored.
7. Paragraph 3 does not require the **relevant contract** to impose a requirement on the person to provide to the **CRA personal data** which satisfy both of the following conditions.
8. The conditions are that—
- (a) the **personal data** relates to a **relevant agreement** entered into before **commencement date**; and
- (b) the **data subject** has not consented to the **personal data** being provided to the **CRA**.

**Supply of information to the OFT**

1. Any person carrying on a **home credit loan business** is required to provide to the **OFT** any information and documents required for the purposes of enabling the **OFT** to monitor and review the operation of this Order or any provisions of this Order.
2. Any person carrying on a **home credit loan business** may be required by the **OFT** to keep and produce those records specified in writing by the **OFT** that relate to the operation of any provisions of this Order.
3. Any person carrying on a **home credit loan business** and whom the **OFT** believes to have information which may be relevant to the monitoring or the review of the operation of any provisions of this Order may be required by the **OFT** to attend and provide such information in person.
4. The **OFT** may publish any information or documents that it has received in connection with the monitoring or the review of this Order or any provisions of this Order for the purpose of assisting the **OFT** in the discharge of its functions under or in connection with this Order.

**Form of wording to be used in advertisements and documents for recording payments**

**Part 1**

'Compare the price of home collected and other cash loans available in your area at [Note 1]'

NOTE 1: Insert the address of the **relevant website**.

**Part 2**

'All home credit customers are entitled to a free detailed statement at least once every 3 months, just ask'