On 20 December 2004, the Office of Fair Trading, in the exercise of its powers under section 131 of the Enterprise Act 2002, 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 that Act as applied by section 165 of that Act.

The Competition Commission, in accordance with section 138 of that Act and in exercise of the powers conferred by sections 161 and 164 of, and paragraphs 2, 8, 15, 18, 19, 21 and 22 of Schedule 8 to, that 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.

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 4 October 2007.

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; and


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1 2002 c.40. There are no relevant amendments.

2 1974 c.39; relevant amendments are made by S.I. 2004/3236 and the Consumer Credit Act 2006 (c.14).

(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';

'credit reference agency';

'debtor';

'debtor-creditor agreement';

'individual';

'licence';

'licensed';

'OFT'.

'regulated agreement'; and

'representation'.

(3) In this Order, 'advertisement' has the meaning given by section 189(1) of the **1974 Act** and a reference to the publishing of advertisements shall be construed in accordance with that provision.

(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 so collected (or, in either case, would be collected as specified in sub-paragraph (a) 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—

(a) that 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) that 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.
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 a person 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 Part of this Order (other than this Part) 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 apply 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 actions 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 sub-paragraph (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) each person whom the OFT, from time to time and at its discretion, nominates under this paragraph upon it being satisfied that he meets the requirements of paragraph (3) and that he either—

(i) meets the requirements of paragraph (4) or

(ii) is otherwise suitable to be nominated as a CRA for the purposes of this Part.

and a reference to all the CRAs shall be construed accordingly.

(3) In order to meet the requirements of this paragraph, a person must either—

(a) be licensed to carry on the business of operating a credit reference agency; or

(b) be a person who, by virtue of paragraph 15(3) of Schedule 3 to the Financial Services and Markets Act 2000¹ (which relates to EEA firms), does not need a licence to carry on such a business.

(4) 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.

(5) 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 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 there is in existence a contract between the person and a CRA and a contract between the person and a different CRA, each of which contracts complies 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.

¹2000 c.8. Relevant amendments are made by the Enterprise Act 2002 (c.40), Sch.25, para.40(1) and (19).
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 him providing all the CRAs with information of the kind referred to in paragraph 3 of Schedule 2 and relating 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—

‘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;

‘repayment of credit’ has the same meaning as in the Advertisements Regulations;

‘rounded APR’ means the annual percentage rate of charge for credit determined in accordance with the Consumer Credit (Total Charge for Credit) Regulations 1980\(^1\) rounded up to the nearest whole number; and

‘total charge for credit’ has the same meaning as in the Advertisements Regulations.

(2) In this Part, ‘APR’, (except in the expression ‘rounded APR’) has the same meaning as in the Advertisements Regulations and paragraph 2 of Schedule 1 to those Regulations (permissible tolerances in disclosure of APR) shall apply to a requirement to show an APR under this Part as it applies to a requirement to show an APR under those Regulations.

(3) In this Part, a reference to the name of a person shall be construed in accordance with regulation 1(6) of the Advertisements Regulations.

(4) 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)(k), (l) and (m), 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.

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(5) For the purposes of this Part, a special credit agreement is a debtor-creditor agreement in respect of which the following conditions are satisfied—

(a) the agreement is not a home credit loan agreement;

(b) the agreement provides for the debtor to pay by instalments; and

(c) 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;

and the reference in this paragraph to a debtor-creditor agreement includes a reference to an agreement that would be a debtor-creditor agreement but for regulation 4(1)(a) of the Consumer Credit (Exempt Agreements) Order 19891 (which relates to certain agreements entered into by credit unions).

(6) For the purposes of this Part, home credit loan agreements with the same creditor, the same rounded APR, the same frequency of repayments of credit 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.

(7) For the purposes of this Part, special credit agreements with the same creditor, the same rounded APR, the same frequency of repayments of credit 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.

(8) 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.

(9) Without prejudice to section 11 of the Interpretation Act 1978,2 ‘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.

1S.I. 1989/869; relevant amendment is made by S.I.1999/1956.
21978 c.30.
(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, so long as that remains the case, cause an advertisement complying with the requirements of article 17 to be continuously published on the relevant website.

(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 class separately.

(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 months (in a case where repayments of credit are by monthly instalments) or in weeks (in any other case);

(b) the total charge for credit per £100 advanced, expressed in pounds and pence (rounded up to the nearest penny):
(c) the frequency, number and amounts of repayments of credit, expressed in pounds and pence (rounded up to the nearest penny) 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 the above sub-paragraphs 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 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.

(5) In paragraph (2)(e) and (f), a reference to a charge does not include any charge taken into account in determining the amounts referred to in paragraph (2)(c).

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—
(i) a facility enabling searches to be made by reference to a specific area;

(ii) a facility enabling the results of such searches to be ranked according to total charge for credit per £100 advanced; and

(iii) a facility enabling the results of such searches to be ranked according to APR.

(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 is willing to enter into special credit agreements;

(e) no advertisement is displayed on the website unless the advertiser has complied with the requirements of paragraphs (2) and (5) of article 19 in relation to the advertisement;

(f) no advertisement displayed on the website contains information about—

(i) more than one class of home credit loan agreements or more than one class of special credit agreements; or

(ii) a class of home credit loan agreements and also a class of special credit agreements;

(g) no page of the website contains more than one advertisement relating to the same class of home credit loan agreements or to the same class of special credit agreements;

(h) 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 the advertiser is willing to enter into and the circumstances in which he is willing to enter into them;

(ii) one or more names of the advertiser and telephone numbers;

(iii) one or more addresses at which the advertiser may be contacted; and

(iv) information required to be included in the advertisement by any enactment;

(i) 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);

(ii) it is not published pursuant to article 16 but nevertheless complies with the requirements of article 17; or

(iii) it complies with conditions set out in paragraph (3);
(j) no advertisement concerning special credit agreements falling within any particular class is displayed on the website unless—

(i) 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; or

(ii) it complies with conditions set out in paragraph (3);

(k) the website contains no hyperlinks to another website other than such links (if any) as are for the time being approved by the authority;

(l) the website includes guidance on consumer rights in such terms as are for the time being approved by the authority;

(m) 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;

(n) the website includes a notice giving all persons permission to reproduce the contents of the website;

(o) the website includes a notice displaying a postal address and a telephone number where any person can contact the accredited operator;

(p) the information published on the website is retained so long as this Order remains in force and is available to the OFT;

(q) 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;

(r) 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), (e), (f), (i) and (j).

(3) The conditions referred to in paragraph (1)(i) and (j) are that the advertisement—

(a) includes a specified amount which may be advanced;

(b) does not include any other amount or a range of amounts which may be advanced;

(c) includes the total charge for credit and the amounts of repayments of credit expressed (in each case) in pounds and pence (rounded up to the nearest penny); and

(d) complies with the requirements of article 17, disregarding the requirements for it to contain the total charge for credit per £100 advanced and the amounts of repayments of credit per £100 advanced;
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).

(2) In order to have complied with this paragraph, the advertiser must have supplied the accredited operator with both the information described in article 17(2) and (3) and the following information in writing—

(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.

<table>
<thead>
<tr>
<th>Full postcode</th>
<th>Postcode district</th>
</tr>
</thead>
<tbody>
<tr>
<td>WC1B 4AD</td>
<td>WC1B</td>
</tr>
<tr>
<td>EC4Y 8JX</td>
<td>EC4Y</td>
</tr>
</tbody>
</table>

(5) In order to comply with the requirements of this paragraph, an advertiser must, within 12 months after the advertisement is first published on the relevant website and thereafter at intervals of not more than 12 months, inform 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 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 on the first day of the period shall be equal to the total amount borne by all persons who are large lenders on the first day of the period multiplied by the ratio of his home credit turnover on the first day of the period to the sum of the home credit turnover of all persons who are large lenders on the first day 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 persons who carry on a home credit loan business other than large lenders are able to cause advertisements that relate to home credit loan agreements and are consistent with the provisions of article 18 to be published 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 2007¹ ('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

¹S.I. 2007/1167.
(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 sub-paragraph (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.

(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 made to 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 2004.¹

25. Amount of rebate

(1) A person shall not, as a creditor, enter into a home credit loan agreement unless it 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;²

(b) the agreement was entered into after the expiration of the period of three months beginning with the date of this Order;

(c) the debtor would be entitled to a rebate under the agreement on early settlement if early settlement takes place not later than the 13 day settlement date; and

(d) the 13 day settlement date is earlier than the 28 day settlement date.

(2) In such a case, the creditor shall include in the statement, in addition to the information required under those Regulations—

¹S.I. 2004/1483.
(a) the amount of the rebate the debtor would be entitled to under the agreement on early settlement calculated on the assumption that early settlement takes place on the 13 day 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 accordance with sub-paragraph (a).

(3) For the purposes of this article—

(a) the 13 day 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; and

(b) the 28 day settlement date shall be taken to be the settlement date as determined in accordance with the regulation 3(2) of the Consumer Credit (Settlement Information) Regulations 1983.

**PART 6**

**Further information requirements**

27. **Interpretation of Part 6**

   In this Part—

   ‘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 relevant date;

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

   ‘supply’, in relation to information, means communicate the information orally or give a statement in writing containing the information; 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;
the wording is given greater prominence in the advertisement than—

(i) any of the items listed in Schedule 2 to the Advertisements Regulations; and

(ii) any indication or incentive of a kind referred to in article 8(1)(c) or (d) of the Advertisements Regulations;

(c) if the advertisement is in printed or electronic form and includes any of the items listed in Schedule 2 to the Advertisements Regulations, the wording required under sub-paragraph (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 Advertisements Regulations, the wording required under sub-paragraph (a) 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 sub-paragraph (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.

(5) The references in paragraphs (3) and (4) to such a document being so delivered, sent or left is (where applicable) a reference to the last time it was so delivered, sent or left.

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.

Signed by authority of the CC

Peter Freeman
Group Chairman,
Competition Commission,
13 September 2007
## SCHEDULE 1

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SCHEDULE 2

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 1998.¹

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) which he has entered into as 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 contract, 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, any contract that terminated before the 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.

¹1998 c.29.
8. The conditions are that—

(a) the **personal data** relate to a **relevant agreement** entered into before the **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.
SCHEDULE 4  
Articles 29, 30 and 31

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 once every 3 months; just ask’