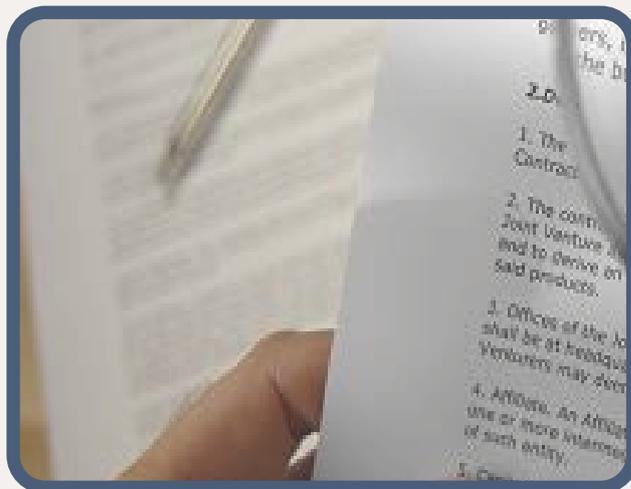


# Consumer Credit Litigation

## 22-23 June 2021



This virtual course split over two mornings offers lenders and those who hire goods, an opportunity to explore the evolving regulatory framework, existing case-law and potential future trends.

The regulatory framework for consumer credit is highly complex and has given rise to much litigation. We'll consider the Consumer Credit Act 1974 (looking at both credit and hire), and the Financial Conduct Authority's (FCA) Principles for Businesses and Consumer Credit Sourcebook (CONC).

### Attending this course will help delegates to:

- Recognise when a regulated credit agreement, or a regulated consumer hire agreement, is enforceable and when it is not.
- Understand how the Court has interpreted the unfair relationship provisions (including looking at the risks of selling add on products like payment protection insurance or GAP).
- Explain what lenders and owners must do before taking steps to end a regulated agreement and recover possession of any goods or land.
- Show the impact of CONC on the debt recovery process.
- Recognise the responsibility for others and the impact of CONC 1.2.2R.

### Course Fees:

Members Price: £465 + VAT

Non-Member Price : £625 + VAT

To book online click the link below

[Consumer Credit Litigation](#)

**Please note: all FLA events are subject to the application of competition law.**

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### Programme Overview

#### Welcome & Introductions

**Form and Content of Regulated Credit and Consumer Hire Agreements:** we consider the legal requirements for the form and content of agreements and how borrowers and hirers can try to challenge their form. We also consider when the Court can make an enforcement order.

**Control of Agreements: Time Orders and Unfair Relationships:** the Court is now familiar in dealing with claims alleging unfairness arising out of the relationship. We consider the latest case-law (including *Plevin v Paragon Personal Finance (1) Limited*) and how best to deal with claims alleging unfairness.

**Statutory Notices under the CCA:** before taking steps to recover goods and land, lenders and owners may need to serve a default, enforcement or termination notice. We consider the form and content of those notices, and when they should be sent. We also consider periodic notices, notices of sums in arrears and notices of default sums (which can have significant consequences if they are wrong).

**Connected Lender Liability:** the CCA imposes, in certain situations, a responsibility on the lender for the actions of third parties. We consider Sections 75 and 56 of the CCA and the ways in which borrowers can use them against lenders.

**Other Issues under the CCA:** there are a number of other issues which can arise in consumer credit litigation including: pre-contractual information; execution of agreements; CONC 13 (and guidance on Sections 77 to 79); termination rights for hire purchase, conditional sale and consumer hire agreements; right to withdraw from certain credit agreements; and the recovery of interest and charges.

**Introduction to CONC:** we consider some of the main provisions in CONC and how they can impact on a lender's, or owner's, claim under a regulated agreement. We also consider the FCA's Principles for Businesses and the responsibility for others under CONC 1.2.2R.

**Conduct of Business Standards:** we look at some of the potential issues which may be raised by a borrower or hirer in defence to a threatened claim under a regulated agreement.

**Post Contractual Requirements:** we consider some of the rules which apply after a lender or owner has entered into a regulated agreement and their impact on the collection process.

**Helping customers in financial difficulties:** we consider the important provisions of CONC 7 and their impact on the debt recover process. We also consider the extent to which the rules apply to third parties recovering a debt for a lender or owner.

**Enforcement of Rules:** the change of regulation brings new challenges. We consider how borrowers or hirers may try to enforce allegations of rule breaches against lenders or owners. We also consider if these rules actually give borrowers or hirers anything new.

#### Questions

#### Close