

Consumer Law for Motor Finance Providers

What everyone needs to know

20 November 2018



FLA member rate -

£440 + VAT

Non-member rate -

£595 + VAT

There is a comprehensive legal and regulatory framework to protect consumers who have entered into a motor finance agreement. This training course will help explain that framework and the specific provisions that protect consumers under a regulated motor finance agreement such as hire purchase or conditional sale.

This one day course will help creditors to better understand the framework which regulates the sale of motor finance, and it will examine in detail how legislation such as the Consumer Rights Act, Sale of Goods Act and Supply of Goods Act defines the creditors obligations and responsibilities to their consumer credit customers.

This course will also explain the consumer protection changes introduced under the Financial Conduct Authority's new consumer credit rulebook (CONC).

Please note: all FLA events are subject to the application of competition law. Details will be available on the day and are included in the booking form.

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Programme Overview

Registration from 09.30 - Start 10.00 - Finish 17.00

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| 10:00 Welcome and introductions | 14:05 Remedies – What rights do debtors and hirers have against creditors and owners? The rights of creditors and owners against the debtors and creditors and the important topic of alternative dispute resolution, including mediation. |
| 10:15 Basics of Contract Law – What do you need to have a contract? | 14:25 Consumer Credit: Requirements for an Enforceable Agreement – What a regulated agreement must include to ensure the best prospect of a recovery. |
| 10:35 Types of Contracts – A look at the different types of contracts (i.e. sale of goods, hire purchase, conditional sale agreements, etc) to see why it really matters how you sell and supply goods. | 14:45 Consumer Credit Notices: Arrears, Default Sums, Default, Termination, Enforcement – notices play a vital role in consumer credit legislation. The types of notices, and some tips to avoid arguments over their validity. |
| 10:55 Warranties – and how they impact (if at all) on the customer's rights. Brief consideration of the SMMT's Code of Conduct for new vehicles and how this gives consumers other options. | 15:00 Break |
| 11:05 Implied Terms: Ownership – disputes over the title to goods often arise when goods are let to parties who, in breach of the finance agreement, try to sell the goods on to third parties. The impact of the DVLA's keeper database and the role of agencies including Experian, HPI Limited and CDL. | 15:15 Consumer Credit: Issues Affecting Recovery of Goods including Time Orders, Protected Goods & Unfair Relationships – time orders and unfair relationships are two key concepts of consumer protection. What the Court is actually allowed to do, and a review of the latest case law. The OFT's Guidance on Unfair Relationships. |
| 11:20 Break | 15:35 Consumer Credit: Connected Lender Liability under Section 75, Right to Withdraw under Section 66A, Liability for Antecedent Negotiations under Section 56. Consideration of the OFT's Broker and Credit Intermediaries Guidance. |
| 11:35 Implied Terms: Description – A study of how goods are described and the problems of finance documents replicating the invoice description | 15:50 Impact of Repairer's Liens on Recovery of Goods |
| 11:50 Implied Terms: Satisfactory Quality – the important obligation to supply goods that are of satisfactory quality. In particular, who has to prove the goods were satisfactory or not when supplied, and what factors a Court will consider. Review of a number of recent case decisions. | 16:00 Misrepresentation – many lenders will have experience of claims alleging that statements made by the dealer or the lender caused the customer to enter into a contract which he or she now wants to relinquish. Review of such claims and how they can be defended. |
| 12:20 Implied Terms: Fitness for Purpose – we look at the fitness for purpose (which is often misunderstood by consumers) and how and when it can be argued. | 16:20 Claims against Third Parties for Recovery of Goods |
| 12:30 Lunch | 16:40 Summary and Conclusions |
| 13:30 Exclusion Clauses – How lenders can remove or limit their liability for the implied terms. | 17:00 Course Finish |
| 13:50 Termination – A look at the typical breaches of a finance agreement and how to avoid arguments that the agreement has not been properly terminated. | |

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Who should attend:

This course is suitable for anyone dealing with regulated finance agreements on a day-to-day basis. In particular, this course will be useful for collections or recovery advisers, legal officers or managers wanting a better understanding of consumer law and its impact on their day-to-day work. It will also be a useful refresher for more experienced practitioners.

Benefits of attending:

By the end of the day, delegates should have a better understanding of consumer law in the context of motor finance. Delegates should also understand the relationship between the lender and the dealer and how the dealer's actions can cause problems for the lender. Each topic involves a number of interactive case studies so that the delegates can apply their learning throughout the day. After completing the course, delegates should be able to apply their knowledge to avoid disputes (when necessary) to protect their company against invalid claims, as well as to escalate claims when required.

Trainer biography:

Russell Kelsall, Partner, TLT LLP

Russell is a Partner in TLT LLP's Financial Services Regulation and Litigation Teams. His expertise is in both contentious and non-contentious consumer credit, asset finance and sale and supply of goods and services disputes. He has considerable experience in the enforcement of regulated credit and consumer hire agreements, unfair relationship claims, connected lender liability issues, satisfactory quality claims and claims for wrongful interference with goods including conversion, negligence and trespass. Russell regularly provides compliance advice to financial institutions on consumer finance issues including drafting documentations. Russell writes articles and provides training on consumer finance for a number of leading publications and knowledge resources. He is the author of 'Consumer Credit Law: Law, Practice and Precedents'.

In-house delivery option

This programme can also be delivered in-house. The FLA offers bespoke tailored training solutions that help you achieve your business development objectives. The FLA training team specialises in facilitating change and turning strategic intent into tangible business results.

What we can do for you:

- Design a bespoke programme that meets your organisation's specific development goals and objectives
- Design training as a one-off exercise, or on a repeated basis as part of your company's development curriculum or company-wide courses, or as part of a major change programme
- Personalise our approach by incorporating your corporate culture and goals
- Provide complete flexibility with regards to location and timings
- Offer differing course levels to cater for the varied experience levels of your staff

For more detailed information regarding any in-house training please contact Jon Dear on 020 7420 9623 or email jon.dear@fla.org.uk

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Please register the following delegate(s) for the above course.

BOOKING DETAILS - PLEASE USE BLOCK CAPITALS

Company name:

Contact name:

Job title:

Address:

Postcode:

Telephone:

Email:

DELEGATE 1

DELEGATE 2

First name:

First name:

Surname:

Surname:

Company:

Company:

Job title:

Job title:

Telephone:

Telephone:

Email:

Email:

Your special needs or dietary requirements:

Your special needs or dietary requirements:

Please use additional copies of this form to book more than two delegates.

To register please complete form

Phone: Jon Dear on +44 (0)20 7420 9623 Fax: +44 (0)20 7420 9631

Web: www.flatraining.org.uk Email: training@fla.org.uk

Post: Jon Dear, FLA, Imperial House, 8 Kean Street, London WC2B 4AS

COURSE FEES

FLA Member's fee per delegate: £440 + VAT

Non-FLA Member's fee per delegate: £595.00 + VAT

PAYMENT: Upon registering you will be sent an invoice; payment is required before attending the event.

Please invoice

Provide purchase order no:

Payment by cheque

Visa

Mastercard

Credit Card no:

Amount £: (Please include VAT)

Name (as on card)

Expiry date on card:

Credit Card's registered address (postcode & house/building number only):

Postcode:

Street/House/Building No:

Security code (last 3 digits on reverse of card):

Signature:

Today's date:

Cardholder name and address (including company name if applicable) if different from above:

Name:

Address:

Postcode:

Cancellations all cancellations must be made in writing via email to training@fla.org.uk. Cancellations received more than 30 days prior to the start of the course will incur an administrative charge of £70.00 + VAT per delegate. There is no refund on cancellations made within 30 days of the course start date.

Transferring from one course to another is treated as a cancellation.

You may substitute one delegate for another at no additional cost. Notification must be received in writing by noon of the business day prior to the start of the course.

Data Protection: The Finance & Leasing Association will use the data you provide to process your course registration. We would also like to keep you informed (by post, telephone, email or fax) of other FLA training courses, products and services. If you would like us to send you details of future events, please tick this box:

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