

# Consumer Credit Litigation

## 24 June 2020



### About this course:

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

This one day course offers lenders and those who hire goods an opportunity to fully understand the evolving regulatory framework, existing case-law and potential future trends.

### Course content includes:

- Recognising when a regulated credit agreement, or a regulated consumer hire agreement, is enforceable and when it is not.
- Understanding 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).
- Appreciating what lenders and owners must do before taking steps to end a regulated agreement and recover possession of any goods or land.
- Understanding the impact of CONC on the debt recovery process.
- Recognising your responsibility for others and the impact of CONC 1.2.2R

**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

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| <b>10:00 Welcome &amp; Introductions</b>   | <b>14:00 Introduction to CONC:</b> 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. |
| <b>10:10 Form and Content of Regulated Credit and Consumer Hire Agreements:</b> 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.   | <b>14:30 Conduct of Business Standards:</b> 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.   |
| <b>10:50 Control of Agreements: Time Orders and Unfair Relationships:</b> 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.  | <b>14:55 Post Contractual Requirements:</b> 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.   |
| <b>11:20 Break</b>   | <b>15:10 Break</b>   |
| <b>11:30 Statutory Notices under the CCA:</b> 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).  | <b>15:25 Helping customers in financial difficulties:</b> 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.              |
| <b>12:00 Connected Lender Liability:</b> 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.  | <b>16:30 Enforcement of Rules:</b> 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.  |
| <b>12:30 Other Issues under the CCA:</b> 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. | <b>16:50 Questions</b>   |
| <b>13:00 Lunch</b>   | <b>17:00 Close</b>   |

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## Who should attend:

This course is suitable for anyone dealing with the recovery of goods, land or money subject to a regulated credit or consumer hire agreement. This includes collections or recovery advisers, compliance officers and managers, legal officers or managers wanting a better understanding of the Consumer Credit Act 1974 and the Consumer Credit Sourcebook.

## Benefits of attending:

By the end of the day, delegates will have a better understanding of the Consumer Credit Act 1974 and the Consumer Credit Sourcebook and their impact on the lender's and owner's right to recover goods, money and land. There are interactive case studies so that delegates can apply their learning throughout the day. Delegates will be able to establish when a borrower or hirer has a legitimate complaint and when he or she does not, allowing the lender or owner to progress matters in a cost-effective and commercial way.

## Trainer biography:

### Russell Kelsall, Partner, TLT LLP

Russell is a Partner in TLT LLP's Financial Services Regulation and Financial Services Disputes and Investigation Teams. He heads the firm's specialist consumer and motor finance teams and deals with both contentious and non-contentious issues.

He has extensive experience dealing with matters involving retail financial products regulated by the Financial Conduct Authority (particularly consumer credit, mortgages, payment services and savings) and disputes arising out of those products. Russell has a particular specialism in consumer credit. He often advises on complex issues including permissions, documentation, unenforceability, credit reporting, processes and procedures, remediation and fairness of terms.

He advises many leading financial services firms including banks, building societies, debt purchasers, and motor, asset and consumer finance firms. He is retained by the Finance & Leasing Association to provide training to its members.

Both Chambers & Partners and Legal 500 have ranked Russell. He has been described as an "expert in the industry who knows exactly what to do in any given situation", being "very clued-up and able to give advice in a succinct, practical way", having an "in-depth knowledge of the Consumer Credit Act", being "very competent in the consumer finance area" and being a "shockingly clever consumer credit expert".

Russell is the author of 'Consumer Credit: Law, Practice & Procedure'. He is also an editor of 'Goode: Consumer Credit Law and Practice', 'Goode: Consumer Credit Reports' and 'Butterworths Financial Regulation Service'. He is an editor of a number of materials on consumer credit, mortgages and payment services for both Practical Law and LexisNexis.

## 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 0207 420 9623 or email [jon.dear@fla.org.uk](mailto: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

First name:

Surname:

Company:

Job title:

Telephone:

Email:

Your special needs or dietary requirements:

### DELEGATE 2

First name:

Surname:

Company:

Job title:

Telephone:

Email:

Your special needs or dietary requirements:

### DELEGATE 3

First name:

Surname:

Company:

Job title:

Telephone:

Email:

Your special needs or dietary requirements:

### DELEGATE 4

First name:

Surname:

Company:

Job title:

Telephone:

Email:

Your special needs or dietary requirements:

To register please complete this form

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

Web: [www.flatraining.org.uk](http://www.flatraining.org.uk) Email: [training@fla.org.uk](mailto:training@fla.org.uk)

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

## COURSE FEES

FLA Member's fee per delegate: £465 + VAT

Non-FLA Member's fee per delegate: £625 + 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

You can also book online at [www.fla.org.uk](http://www.fla.org.uk) where you will have the additional option to pay by credit card.

Cancellations all cancellations must be made in writing via email to [training@fla.org.uk](mailto: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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