



**In the First-tier Tribunal
(Consumer Credit)
General Regulatory Chamber**

Case No. CCA/2012/0006

B E T W E E N

Simon Harold Roberts

Appellant

- and -

Office of Fair Trading

Respondent

ORDER

Before His Honour Judge Peter Wulwik on 20 August 2012

UPON reading an email from the Respondent dated 17 August 2012 attaching a proposed consent order disposing of this appeal

AND UPON reading an email from the Appellant dated 17 August 2012 stating that the Appellant agrees to the aforementioned proposed consent order

IT IS ORDERED BY CONSENT THAT:-

1. The appeal be disposed of as follows:

a. the determination of the Respondent dated 16th January 2012 (“the Determination”) be and is hereby confirmed save to the extent set out in paragraph 1(b) below;

b. the Determination be and is hereby varied exclusively in order to allow the Appellant to carry out debt-collecting within the meaning of the Consumer Credit Act 1974 (“the Act”) in relation to debts owed to him under regulated agreements entered into by the Appellant before December 2011 for a period commencing on the date of this Order and ending on 30 November 2012 provided that the Appellant must at all times comply with the following requirements which are specified for the purposes of section 34A(3)(c) of the Act;

I. the Appellant must not engage in deceitful or oppressive or otherwise unfair or improper business practices within the meaning of section 25(2A) (e) of the Act.

II. the Appellant must not seek to enforce agreements which do not comply with the following legislation, or which are otherwise unenforceable without a court order, without first obtaining such order under section 65 and 127 of the Act;

i. Consumer Credit (Disclosure of Information) Regulations 2004;

- ii. the Consumer Credit (Disclosure of Information) Regulations 2010;
- iii. the Consumer Credit (Agreements) Regulations 1983 and
- iv. the Consumer Credit (Agreements) Regulations 2010;

III. the Appellant or his agents must not visit the homes of consumers indebted to him or contact consumers, other than by means of distance communications or by using licensed debt collectors approved in writing by the Respondent, for the purpose of collecting debts owed to him; and

IV. The Appellant will not require a debtor to pay amounts due under a Regulated Agreement other than in accordance with the term of such agreement, and the Appellant will not vary, or seek to vary, the terms of such agreement.

2. That no order as to costs be made in respect of the appeal.

HH Judge Peter Wulwik

Principal Judge – First-tier Tribunal (Consumer Credit)