Bar Council response to the HM Treasury consultation paper on the Reform of the Consumer Credit Act

1. This is the response of the General Council of the Bar of England and Wales (the Bar Council) to the HM Treasury consultation paper entitled Reform of the Consumer Credit Act.[1]

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Question 1: Do you agree with these proposed principles, and do you have views about tensions between them or relative prioritisations?

4. We agree that the proposed principles are all appropriate. In terms of prioritisation, we take the view that the most important principles are that the reforms should be *proportionate* and *simplified*.

5. As to the former, in our view greater consideration should be given to the extent to which the consumer protections afforded by the regulatory regime actually produce tangible benefits for consumers. We discuss the issue of proportionality further below, in the context particularly of the sanctions which apply in relation to post-contractual notices, but we would suggest that there needs to be a proper examination of the extent to which existing provisions actually help consumers to make good decisions about credit products, both when they are deciding whether to use them in the first place and the use they make of them during the currency of the relevant agreement. There should not be an assumption that the existing

[1] Available here: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1122395/CCA_CP_211122_Final_Review.pdf

provisions provide a suitable and proportionate level of protection: they may do in some circumstances and for some consumers, but we have serious concerns: (1) as to whether those consumers who are in the greatest need of protection are well-served by the existing regime; and (2) that some provisions create significant problems for very little apparent gain.

6. The latter point is really part of the same issue. There is, with all due respect to those who have worked on the consumer credit regulatory regime over the last 50 years, very little about it which can be described as simple (at least from the perspective of the ordinary consumer). This review affords an opportunity to consider properly what information consumers will actually benefit from, to think about the manner in which consumers are most likely to absorb information (particularly in the context of modern media) and to provide real clarity to businesses as to how they are expected to operate.

Question 2: Noting the governments' Net-Zero targets, how can CCA reform remove barriers that may otherwise prevent lenders from being able to offer financing for renewable energy solutions, such as electric vehicles and green home improvements?

7. The last occasion on which the CCA regime was reformed with a view to enabling the financing of green initiatives, namely the "Green Deal", is an example of how difficult it can be to carve out a bespoke regime for such products within the framework of the CCA itself. However, a credit agreement for the purchase or hire of a "green" product is not intrinsically different from the purchase of its existing equivalent, whether it be a car or some form of home improvement.

8. The creation of a bespoke regime can create its own problems. Careful thought needs to be given to whether this is desirable and if so, how the two regimes would interact. Presumably, if the qualifying criteria of any bespoke regime are not adhered to, a loan would fall back under the main CCA regime, which creates problems because one cannot always or easily retrospectively comply with the CCA. For example, section 86B CCA was disapplied in the case of a Green Deal loan, with the result that a loan that (potentially for technical reasons which are not the creditor's fault) does not qualify as a Green Deal Plan could be subject to the sanctions for non-compliance with s.86B and other unenforceability issues. A balance needs to be struck between protecting the consumer and protecting the industry in such a scenario.

9. One option (which was not available pre-Brexit) would be to expressly provide for such loans to be exempt. However, even if certain products were to be given such a competitive advantage, the consequences for non-compliance with the scheme would still need to be carefully considered, especially for products such as home improvements which cannot be returned.

10. Another difficulty that was encountered in the Green Deal initiative was the complexity around the transfer of products from one debtor to another, in the event that the green product was attached to and had become incorporated in a home that was to be sold. Simplification of the overly complicated rules on the amendments of credit agreements (found in s.82 of the CCA) would assist in overcoming this issue, although this would not be a complete solution. There are inevitably going to be some issues to overcome if the intention is that a creditor

deals with a different debtor to that originally contracted with. For example, affordability checks may need to be carried out again.

11. Otherwise, without understanding more about the perceived difficulties involved with financing the acquisition of a specific product it is difficult to comment on what reforms may be required. That said, in our experience the main issue with any "green" products is the potential for misselling claims and therefore the customer journey, including any permitted or required claims, e.g. "cost neutral", needs to be carefully considered. Consumer and industry confidence is key to the success of any future scheme. It may be that the Framework of the Green Deal could be simplified and improved as part of any such scheme.

Question 3: Are there any existing definitions or concepts in the CCA which should be updated and clarified when moved to FCA rules?

12. The definition of "credit" is both fundamental to the regulatory regime and, in certain circumstances, very difficult to apply. However we are not sure that this problem can be avoided – the definition needs to be sufficiently broad to be future-proof and it is difficult to conceive of any improvements to that definition which will reduce the existing level of uncertainty at the perimeter to any material degree.

13. The definition of "running account credit" (section 10 of the CCA) could be updated, noting that it has been in place for almost 50 years and the use of credit cards (perhaps the most common form of running-account agreement) has become much more commonplace. For example, we question whether limiting such agreements to cash, goods or services would encompass all possible transactions in a digital age, and note that in other areas of consumer protection (such as the Consumer Rights Act 2015) the concept of "digital content" has been introduced. Clarification of whether a running-account agreement must encompass a blending of funds (a suggestion that has been made academically but which is not reflected in the definition) would also be welcome.

14. The definition of "credit token agreement" (section 14) could be updated to reflect more modern uses of technology. For example, a virtual credit card would not appear to fall within the current definition.

15. The definition of "multiple agreement" in section 18 of the CCA is notoriously difficult to understand and even 50 years after enactment gives rise to considerable uncertainty. This should be clarified (or potentially removed altogether) – it appears that it was originally designed (at least in part) as an anti-avoidance measure when there was a financial limit for regulation, to stop creditors bundling various products together to avoid regulation. Given the removal of the financial limits for regulation the concept of multiple agreements is less necessary than it once was.

16. Otherwise, there is currently an unfortunate divergence between concepts that are found in the CCA and which are reproduced in the FCA Handbook but with different terminology. For example a *"debtor-creditor-supplier"* agreement is known as a *"borrower-lender-supplier"* agreement in the Handbook, yet they appear intended to mean the same thing. A common use of definitions across both regimes would be preferable. The divergence

between the two regimes also permits argument as to whether the exemptions apply in some cases. The position in this regard is clearer under the CCA drafting.

Question 4: Are there concepts in the CCA which are not currently defined but which should be?

17. We do not think so.

Question 5: Do you believe the business lending scope of the CCA should be changed?

18. The £25,000 limit is a hangover from the period when that was the limit for the application of the CCA in general (i.e. pre-2008). We are not aware of any other logic for the use of that figure, and it may be that research should be conducted to examine whether this stifles lending to SMEs at a lower level. In terms of litigation, in our experience the issue that is usually raised is whether or not the individual debtor was acting in the course of a business, not whether or not the financial limits were satisfied. The financial limit itself is therefore often of limited relevance, but it may become more relevant if the limit is changed.

Question 6: Do you support the conclusion of the Retained Provisions Report that most Information Requirements could be replaced by FCA rules without adversely affecting the appropriate degree of consumer protection, and that it is desirable to do so? Are there any additional factors the government should consider given the context changes since the report's publication in 2019?

19. We support that conclusion, and we consider that it is desirable to make such a change, although we flag our responses to question 18 in the context of sanctions, which in our view will be a material factor in the desirability of such reforms.

Question 7: In what circumstances is it important that the form, content and timing of pre-contractual and post-contractual information provided to consumers is mandated and prescribed? What are the risks to providing lenders more flexibility in this area?

20. This question cannot sensibly be responded to at the level of generality at which it is asked. For example, dealing solely with the issue of "timing", there will be instances where it must be prescribed (for example, where a customer has a limited period of time in which to remedy a default before an agreement will be terminated) and others where the timing may not be so important (one could debate, for example, whether it matters if an annual statement under s.77A is delivered a few days late, or even whether the provision of such a statement once a year is too frequent or too infrequent.

21. The question also cannot sensibly be divorced from the consideration of sanctions. If a failure to provide information results in unenforceability (as is currently the case with many items of post-contractual information), then firms need to know precisely what it is they are required to do in order to comply. Flexibility would be a burden rather than a benefit to them in such circumstances.

22. We would express the view that consistency of pre-contractual information is likely to be of more benefit to consumers than it is for post-contractual information – our rationale being that where a consumer wishes to compare products before selecting one of them it is likely to be helpful if they can compare similar or identical documents. This will be less of an issue post-contract. There may, of course, be other justifications for avoiding divergence generally.

Question 8: The Consumer Understanding outcome in the Consumer Duty posits that consumers should be given the information they need, at the right time, and presented in a way they can understand it. Does the implementation of this section, and the Consumer Duty more broadly, go some way to substitute the need for prescription in CCA information requirements?

23. Perhaps. The Consumer Duty is not yet in force and will plainly take some time to bed in for firms and consumers. We consider it is too early to say whether it will substitute the need for prescription. If free-standing sanctions for breach of information requirements still apply, the Consumer Duty is no answer to the need for prescription. As set out above, in circumstances where the aim is comparison, then a degree of prescription is likely to be necessary.

Question 9: Given the increasing using of smartphones and other mobile devices to take out credit products how can consumer information be delivered on devices in a way that sufficiently engages consumers whilst ensuring they receive all necessary information?

24. This is more a question for consumer research than it is for law reform. We welcome the recognition that the use of modern media will be likely to have a substantial impact on the way in which consumers receive and understand information, but we would suggest the extent to which this requires specific consideration in reform of the CCA has to be informed by detailed research into consumer behaviours.

25. However, we support the suggestion that reform is needed in this area. The currently overly prescriptive rules on how information must be presented or displayed do not encourage innovation and engagement with more modern technology. Customers are perhaps more likely to engage with information that can be shown on modern media rather than, say, paper documents or emails. The core or "prescribed" terms within the meaning of the CCA Agreements Regulations could provide a useful starting point for the information that a consumer ought to engage with.

Question 10: Are there any areas where, in your view, consumer protection legislation, rules and/or guidance, outside of the CCA, makes for appropriate levels of consumer protections and mirrors or replicates the effects of the provisions in the CCA?

Question 11: If other consumer protection legislation, rules and/or guidance, outside of the CCA, falls short of replicating the effect of the provisions in the CCA, where do these gaps exist and how significant are they?

26. We will address these two questions together, by reference to the first five of the other areas of regulation which are set out in paragraph 4.20 of the consultation paper.

- Seeking redress through the Financial Ombudsman Service. This route for redress is apt to cover many of the areas of protection which are afforded by the CCA, often in a manner which is beneficial to consumers not least because there is no cost to the consumer in obtaining redress. However, the FOS has to (at least) have regard to the existing law, so it cannot be assumed that if CCA protections were to be removed the FOS would make decisions which would replicate those protections.
- Part 2 of the Consumer Rights Act 2015 ("the CRA") provides an avenue for consumers to challenge unfair contract terms. This mirrors, to some extent, the provisions of s.140A(1)(a) of the CCA, which allows the Court to evaluate the terms of the agreement when considering whether it gives rise to an unfair relationship. However, the remedies available under s. 140B of the CCA are more broad and flexible than those which would be available under the CRA, the effect of which is limited to disapplying unfair terms, rather than (as with s.140B) allowing the Court to reopen the agreement and to award sums to remedy unfairness.
- Part 4A of the Consumer Protection from Unfair Trading Regulations 2008 ("the CPRs") gives consumers a cause of action in relation to prohibited practices undertaken by traders, namely misleading actions pursuant to reg. 5 of the CPRs or aggressive commercial practices pursuant to reg. 8. This can, in an appropriate case, afford a level of protection but the cause of action is relatively complex and requires consumers to prove a number of elements before they are entitled to redress. It is in our view much less effective as a remedy than the unfair relationship provisions in the CCA.
- Private persons are able to bring a claim under s. 138D of the Financial Services and Markets Act 2000 ("the FSMA") in respect of loss caused as a result of breaches of the FCA Rules, the most likely in this context being the Consumer Credit Sourcebook ("CONC") Rules. The requirement to prove loss is the most significant distinction between this remedy and the existing CCA protections – for example, if a firm was in breach of a CONC Rule requiring the provision of information it may well be difficult for a consumer to establish any financial loss arising from that failure.

27. The other point to note, as is set out in the consultation paper in paragraph 4.21, is that none of these other forms of protection is able to replicate fully the effect of the CCA provisions relating to enforceability.

28. We mention in this section, however, that there may be a possible unintended duplication of regulation for hire agreements as a result of the provisions of the Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013 and the provisions of the CCA as they apply to hire agreements. Whilst the 2013 Regulations do not apply to credit agreements, they do on their face apply to hire agreements which are also regulated by the CCA. This can lead to difficulties in complying with both regimes

simultaneously, in particular with competing requirements as to information provision and cancellation periods and effects.

Question 12: The FCA's Consumer Duty mandates a consumer support outcome. How does the Consumer Duty interact with the rights and protections provided to consumers in the specific consumer credit regulatory regime, which currently consists of the CCA and FCA rules?

29. It seems to us that this is a matter which will have to be worked through as the Consumer Duty is implemented. However, it seems to us that as a general point it is unlikely that the Duty could, by itself, replicate the existing level of protection for consumers. There is, we suggest, an obvious tension between the current, prescriptive, CCA regime and a move to a more outcome-focussed form of regulation. This has to be borne in mind when these reforms are considered.

Question 13: If it is possible to amend the FCA's FSMA rule-making power to enable FCA rules to replicate the effect of rights and protections currently in the CCA, what is your view on the risks and benefits of doing this?

Question 14: Are there any rights and protections provisions which you feel should not be moved to FCA rules and should remain in legislation? Please provide an explanation of why you hold these views.

30. Again, we will respond to these questions together. The consultation paper rightly identifies areas of protection which require primary legislation and therefore cannot be incorporated into FCA Rules. One of these is s.75 of the CCA, although we note that there is a suggestion that this section may itself be the subject of reform to clarify the position of third party payment processors. We do not know whether it is proposed that FCA Rules should provide this clarification, but we would strongly caution against doing so if that is the proposal – it would be likely to lead to significant complication and litigation if that step were taken, because the FCA cannot alter the meaning of existing legislation.

31. We think there is merit in moving provisions relating to information requirements to FCA Rules, but it will also be necessary to consider what effect this will have in terms of sanctions for breach – it would, we suggest, make little sense to seek to reproduce the existing unenforceability sanctions which are currently productive of some unfairness. We also consider this unnecessary, given the wide regulatory toolkit currently available to the FCA and the powers of FOS. If a customer has suffered loss because of a regulatory breach of CCA provisions that have been reproduced in the FCA Handbook then they would have a claim under s.138D of FSMA, or could bring a complaint before FOS. If no loss is suffered but it is thought that a sanction is necessary then the FCA's current powers, including fines, ordering redress and public sanctions, are appropriate. We do not comment beyond that area.

Question 15: Given this, to what extent do time orders provide additional protections to these rules and guidance? What evidence are you aware of that the existence of this right changes firm behaviour and improves consumer outcomes?

32. Our experience is that time orders are not a common occurrence. However, we cannot say that this is necessarily reflective of the whole of the consumer credit market, as members of the Bar will not typically be involved in lower value claims where there is no dispute as to liability. Litigation involving ss.140A-C of the CCA is very much more common, and in such circumstances the Court plainly has similar powers, albeit that it can only exercise them if it has found an unfair relationship to exist.

Question 16: What is your view on the usefulness of the right to voluntary termination and its role in protecting consumers? Are there improvements that could be made to the functioning of this right?

33. The right to voluntary termination plainly has the potential to assist consumers who find themselves no longer able to afford an agreement which was affordable at inception. The current economic climate provides evidence that this can occur even in circumstances where a consumer does not experience any of the usual reasons for default, such as losing employment, illness or bereavement or family break up. However, we are aware that this right comes at a cost to the industry (and therefore consumers) as a whole.

34. We would suggest that research needs to be carried out as to the proportion of customers who use voluntary termination as a financial tool, rather than a remedy of need, and the impact of that use in terms of cost for the industry. We can envisage difficulties in requiring a customer to establish some form of financial difficulty in order to access this right, and the need for such a step would need to be established by evidence.

Question 17: To what extent do the FSMA and FOS regimes make the unfair relationship provisions unnecessary? If these provisions are to be kept in legislation, with other rights and protections moving to FCA rules, does this create more complexity and confusion for lenders and borrowers and what will the effect on innovation in the sector be?

35. There is undoubtedly some degree of duplication between the FSMA and FOS regimes and the unfair relationship provisions. However, as we set out above, we do not consider that they are wholly replicated. We would respectfully suggest that the rebalancing of this overlap really requires a focus on the existing deficiencies in the FOS regime, some of which are set out in the consultation paper in paragraph 4.31, rather than by seeking to reform the unfair relationship provisions. It should not go unremarked, however, that the broad scope of the unfair relationship provisions and the potential for the application of long limitation periods to such claims have been instrumental in the growth of the claims management litigation industry.

Question 18: Would you be supportive of HM Treasury exploring the option of amending FSMA rule-making powers in such a way to enable unenforceability to apply to breaches of FCA rules in a similar manner to how unenforceability applies under the CCA, noting there would not be a role for court action in this scenario?

36. There is no simple answer to the question of the appropriateness of sanctions. The device of unenforceability which is used in the CCA derives from historic regulation in the Moneylenders Acts. It has, on occasion, operated in such a manner as to place a

disproportionate burden on lenders (for example in relation to irredeemable unenforceability), a matter which was recognised in the repeal of s.127(3) of the CCA in 2008. It currently also arguably operates to impose a disproportionate burden in the context of post-contractual notices (ss. 77A, 86B and 86C of the CCA). A lender which makes an error in the drafting or timing of these notices faces a situation in which the agreement is unenforceable, and interest is not due, while the default continues. That may seem proportionate until one appreciates the level of difficulty involved in remedying the default, or the minor effect that errors might have on debtors. This point extends not just to routine errors in drafting, but also to errors that can occur as a result of a creditor trying to help a debtor in financial difficulties, such as during the recent pandemic.

37. As we make clear in our response to question 14 above, we would not support the transposition of a power to create similar difficulties to the FCA. However, we do recognise that an FCA-rule based form of unenforceability may be able to incorporate a more nuanced form of protection which avoids the current problems. We would therefore be open to the exploration of this option, provided that it is embarked upon with that need firmly in mind.

Question 19: Do you agree that the government should consider the proportionality of sanctions and ensure that they are relative to the consumer harm caused/potentially caused?

38. It will be apparent from our responses to questions 1 and 18 above that we wholeheartedly agree with this. Whether or not there was a genuine need for sanctions to act as a deterrent when they were introduced in 2008 is a matter which could be debated, but it seems to us that it is legitimate to revisit the point in the context of the FCA regulatory regime. The FCA regime places much stricter obligations on firms to provide information as to their compliance or non-compliance with the Rules, and provides for very significant sanctions in the event of any failure to do so. It seems to us that this is a material change which must be borne in mind, and which tends to support an approach which is more directly linked to consumer harm than deterrence per se.

Question 20: What types of breaches of CCA rules do you think that sanctions should attach themselves to and why? For example, should the disentitlement sanction be limited to the small sub-set of cases giving rise to unenforceability, where there is the greatest risk of harm?

39. We are not convinced that disentitlement and unenforceability necessarily need to go hand in hand. We would welcome a thorough analysis of the areas in which the risk of consumer harm is greatest. The most fundamental of these seems to us to be in the context of unauthorised firms, where the FSMA already provides for unenforceability. It would also seem to us to be fundamental that a consumer should not be bound to a finance agreement which they have not indicated their agreement to, or which did not contain all of the terms of the agreement. Beyond those fundamental points the position becomes rather more nuanced, and we would welcome a more general reconsideration of the extent to which the other areas in which unenforceability currently arises are truly areas of the highest potential harm.

40. In particular, in the experience of practitioners at the Bar the disentitlement sanctions for incorrectly drafting post contractual documentation (s.77A, 86B and 86C of the CCA) can operate disproportionately to the level of customer harm (if any) that is likely to result from the error in question. This is particularly the case given that the legislation governing how to draft such documentation is not particularly well drafted and is ambiguous as to its meaning. This has resulted in the current position that even the most well-intentioned lender that employs the most knowledgeable CCA lawyers cannot be sure that its documentation is correct, resulting in the risk of both unenforceability and a disentitlement to interest and charges. Any reform that changes this unfortunate situation would be welcome.

Question 21: How valuable are the CCA provisions that give rise to a criminal offence? (See Annex 2 for list of CCA provisions that give rise to criminal offences)

Question 22: Are there any provisions that are outdated because the practices they pertain to are not used anymore, or would removing some CCA provisions lead to the return of these practices?

41. We are not aware of any prosecutions, recent or otherwise, in relation to these offences. That would tend to suggest that these are not practices which are considered problematic in the current climate. We would be surprised if repealing them would lead to any material detriment.

Question 23: What is your view on the merits in increasing the standards of conduct for consumer hire agreements to make them comparable to those for consumer credit?

42. The principal difference in terms of consumer protection is the absence of any equivalent of the unfair relationship provisions in relation to hire. We can see that there may be merit in exploring whether additional protection is needed in the context of the hire of household goods in relation to lower income consumers. We are less persuaded that there is a need to do the same in relation to the personal contract hire market in relation to motor vehicles. We are not aware of evidence that this market functions in a manner which may cause poor consumer outcomes.

Question 24: Should the section 17 provisions which enable exemptions from specific elements of the CCA and CONC continue to exist? What would be the impact of these provisions not applying?

43. We are not aware of any evidence to suggest that the regime for small agreements is currently problematic in terms of consumer outcomes. It seems to us that there is clearly merit in disapplying some of the formal requirements of the CCA in relation to small advances, since to do otherwise risks making the cost of providing such products unaffordable for firms and/or consumers. We would not support the removal of these provisions without clear evidence that it would not adversely impact on the affordability and availability of such products for those who need them.

Question 25: How can this reform ensure that firms provide information to consumers which is accessible for a wide range of financial literacy and numeracy levels?

44. We welcome the recognition that these proposed reforms will provide an opportunity to improve the extent to which consumers understand their rights and obligations in relation to credit. Our tentative suggestion would be consideration should be given to the essential items of information, which should be expressed in the simplest possible terms. This is not intended to patronise consumers, many of whom are plainly capable of absorbing the amount of information which is currently provided, but more in recognition of the fact that "nobody ever reads the Ts and Cs".

45. At present, if one considers by way of example the Pre-Contract Credit Information document, it might be difficult for a consumer to take the time to read the whole of that document, and it does not particularly assist in terms of what might be considered vital to read. We would suggest that the vital information is (probably): amount of credit, monthly instalment amount and number, APR and the total amount payable, information about the right to withdraw and the right to settle early, and information about specific rights in the context of hire-purchase and conditional sale agreements. However, the experiences of members of the Bar in litigation may not be representative of the generality of the consumer experience.

Question 26: In what ways should this reform ensure that consumers' mental health and wellbeing is supported throughout the consumer credit product lifecycle?

46. We note the example given of the adaptation of terminology during the Covid-19 pandemic. There is plainly a balance to strike between bringing home to consumers that they may need to take action, possibly urgently, and creating adverse mental health impacts. Our tentative view is that this is something which is probably best addressed through FCA guidance rather than amendment of the existing regime, although it may be that consideration could be given to it when considering how to reform the information requirements.

Question 27: What are the key considerations that the government need to take into account when reforming the CCA to ensure that Sharia compliant loans can be expressly accommodated? Which areas of the CCA are not currently compatible with Islamic Finance, and how could they be amended to accommodate Sharia compliant loans?

Question 28: If interest rates are prohibited for Islamic Finance products, how does the government ensure that Islamic finance and non-Islamic finance products can be easily compared, given that APR values are used for comparative purposes?

47. Whilst those responding on behalf of the Bar Council cannot profess any particular expertise in relation to Islamic finance, and we would defer to those who do have that expertise in formulating solutions to these issues, our understanding of the likely areas of incompatibility concern the provisions relating to the total charge for credit and those which relate to the provision of security.

48. The total charge for credit (which is now defined in the CONC Rules at CONC App 1.1.5R) includes not merely interest but also "other charges at any time payable under the transaction by or on behalf of the borrower or a relative of his whether to the lender or any

other person". Thus even if an agreement does not explicitly charge interest, there may be other payments, whether formal or informal, which might fall within the total charge for credit. Given that all such sums form part of the calculation of the APR, which is (at least colloquially) generally considered to be an expression of the interest rate, the CCA rules may give the impression that interest is being charged when those participating in the arrangement would not consider that to be the case.

49. Similarly, the concept of "security" is also very broadly defined[2] and is capable of capturing arrangements where both the consumer and the person who assists them to obtain an Islamic finance product would not consider that to be the nature of their arrangement.

50. In terms of the potential need for comparison between Islamic and non-Islamic finance products, we would respectfully suggest that it cannot be assumed that consumers in this market would be likely to make decisions in relation to finance between such products based on financial rather than faith-based considerations.

Question 29: Are you aware of any implications of our policy approach on people with protected characteristics?

Questions 30: Do you have any views on how the government can mitigate any disproportionate impacts on protected characteristics.

51. The policy approach does not seem to us to have any adverse implications for people with protected characteristics.

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[2] It is defined in s. 189(1) as "*a mortgage, charge, pledge, bond, debenture, indemnity, guarantee, bill, note or other right provided by the debtor or hirer, or at his request (express or implied), to secure the carrying out of the obligations of the debtor or hirer under the agreement*"
[3] Prepared by the Law Reform Committee