
Status: Point in time view as at 05/11/2015.

Changes to legislation: The Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, Cross Heading: The activities is up to date with all changes known to be in force on or before 02 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

STATUTORY INSTRUMENTS

2001 No. 544

The Financial Services and Markets Act 2000 (Regulated Activities) Order 2001

PART II

SPECIFIED ACTIVITIES

[^{F1}CHAPTER 14A

REGULATED CREDIT AGREEMENTS

[^{F1}The activities

Textual Amendments

- F1** Pt. II Ch. 14A, 14B inserted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) \(No.2\) Order 2013 \(S.I. 2013/1881\)](#), art. 1(2)(6), 6

Regulated credit agreements

60B.—(1) Entering into a regulated credit agreement as lender is a specified kind of activity.

(2) It is a specified kind of activity for the lender or another person to exercise, or to have the right to exercise, the lender's rights and duties under a regulated credit agreement.

(3) In this article—

[^{F2}“credit agreement” means an agreement between an individual or relevant recipient of credit (“A”) and any other person (“B”) under which B provides A with credit of any amount;]

[^{F2}“credit agreement”—

(a) in relation to an agreement other than a green deal plan, means an agreement between an individual or relevant recipient of credit (“A”) and any other person (“B”) under which B provides A with credit of any amount;

(b) in relation to a green deal plan, has the meaning given by article 60LB;]

[^{F3}“exempt agreement” means a credit agreement which is an exempt agreement under articles 60C to 60H, but where only part of a credit agreement falls within a provision of articles 60C to 60H, only that part is an exempt agreement under those articles;]

“regulated credit agreement” means any credit agreement which is not an exempt agreement.

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Textual Amendments

- F2** Words in art. 60B(3) substituted (E.W.S.) (15.7.2014) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Green Deal\) \(Amendment\) Order 2014 \(S.I. 2014/1850\)](#), arts. 1(2), **5** (with art. 1(3))
- F3** Words in art. 60B(3) substituted (24.3.2015) by [The Financial Services and Markets Act 2000 \(Miscellaneous Provisions\) Order 2015 \(S.I. 2015/853\)](#), arts. 1(2), **3(4)**

Exempt agreements: exemptions relating to the nature of the agreement

60C.—(1) A credit agreement is an exempt agreement for the purposes of this Chapter in the following cases.

- [
- ^{F4}(2) A credit agreement is an exempt agreement if—
- (a) by entering into the agreement as lender, a person is or was carrying on an activity of a kind specified by article 61(1) (entering into regulated mortgage contracts); [^{F6}or]
 - (b) by entering into the agreement as home purchase provider, a person is or was carrying on an activity of a kind specified by article 63F(1) (entering into regulated home purchase plans) [^{F7}; or
 - (c) in the case of an agreement entered into before 31st October 2004, by administering the agreement on 21st March 2016 a person is carrying on an activity of a kind specified by article 61(2) (administering regulated mortgage contracts).]
- (3) A credit agreement is an exempt agreement if—
- (a) the lender provides the borrower with credit exceeding £25,000, and
 - (b) the agreement is entered into by the borrower wholly or predominantly for the purposes of a business carried on, or intended to be carried on, by the borrower.
- (4) A credit agreement is an exempt agreement if—
- (a) the lender provides the borrower with credit of £25,000 or less,
 - (b) the agreement is entered into by the borrower wholly for the purposes of a business carried on, or intended to be carried on, by the borrower, and
- [the agreement is a green deal plan made in relation to a property that is not a domestic ^{F8}(c) property (as defined by article 60LB).]
- (5) For the purposes of paragraph (3), if an agreement includes a declaration which—
- (a) is made by the borrower,
 - (b) provides that the agreement is entered into by the borrower wholly or predominantly for the purposes of a business carried on, or intended to be carried on, by the borrower, and
 - (c) complies with rules made by the FCA for the purpose of this article,
- the agreement is to be presumed to have been entered into by the borrower wholly or predominantly for the purposes specified in sub-paragraph (b) unless paragraph (6) applies.
- (6) This paragraph applies if, when the agreement is entered into—
- (a) the lender (or, if there is more than one lender, any of the lenders), or
 - (b) any person who has acted on behalf of the lender (or, if there is more than one lender, any of the lenders) in connection with the entering into of the agreement,

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knows or has reasonable cause to suspect that the agreement is not entered into by the borrower wholly or predominantly for the purposes of a business carried on, or intended to be carried on, by the borrower.

(7) Paragraphs (5) and (6) also apply for the purposes of paragraph (4) but with the omission of the words “or predominantly”.

(8) A credit agreement is an exempt agreement if it is made in connection with trade in goods or services—

- (a) between the United Kingdom and a country outside the United Kingdom,
- (b) within a country [^{F9}outside the United Kingdom], or
- (c) between countries outside the United Kingdom, and

the credit is provided to the borrower in the course of a business carried on by the borrower.

Textual Amendments

- F4** Art. 60C(2) substituted (5.11.2015 for specified purposes) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) \(No. 3\) Order 2015 \(S.I. 2015/1863\)](#), art. 1(2)(b)(3), **2(2)**
- F5** Words in art. 60C(2) substituted (20.4.2015 for specified purposes) by [The Mortgage Credit Directive Order 2015 \(S.I. 2015/910\)](#), art. 1(5), **Sch. 1 para. 4(13)** (with Pt. 4)
- F6** Word in art. 60C(2) omitted (5.11.2015 for specified purposes) by virtue of [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) \(No. 3\) Order 2015 \(S.I. 2015/1863\)](#), art. 1(2)(b)(4), **2(3)(a)**
- F7** Art. 60C(2)(c) and word inserted (5.11.2015 for specified purposes) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) \(No. 3\) Order 2015 \(S.I. 2015/1863\)](#), art. 1(2)(b)(4), **2(3)(b)**
- F8** Art. 60C(4)(c) substituted (E.W.S.) (15.7.2014) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Green Deal\) \(Amendment\) Order 2014 \(S.I. 2014/1850\)](#), arts. 1(2), **6** (with art. 1(3))
- F9** Words in art. 60C(8)(b) inserted (14.2.2014 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) Order 2014 \(S.I. 2014/366\)](#), art. 1(3)(4), **2(24)**

Modifications etc. (not altering text)

- C1** Art. 60C(5)(6) applied by S.I. 2005/1529, Sch. 1 para. 4C(7) (as inserted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) \(No.2\) Order 2013 \(S.I. 2013/1881\)](#), art. 1(2)(6), **17(6)(a)**)
- C2** Art. 60C(5)(6) applied by [1974 c. 39, s. 55C\(5\)](#) (as substituted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) \(No.2\) Order 2013 \(S.I. 2013/1881\)](#), arts. 1(2), **20(23)**)
- C3** Art. 60C(5)(6) applied by [1974 c. 39, s. 60\(6\)](#) (as substituted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) \(No.2\) Order 2013 \(S.I. 2013/1881\)](#), art. 1(2)(6), **20(24)**)
- C4** Art. 60C(5)(6) applied by [1974 c. 39, s. 61A\(7\)](#) (as substituted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) \(No.2\) Order 2013 \(S.I. 2013/1881\)](#), art. 1(2)(6), **20(25)**)
- C5** Art. 60C(5)(6) applied by [1974 c. 39, s. 75A\(7\)](#) (as substituted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) \(No.2\) Order 2013 \(S.I. 2013/1881\)](#), arts. 1(2), **20(28)**)
- C6** Art. 60C(5)(6) applied by [1974 c. 39, s. 77B\(10\)](#) (as substituted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) \(No.2\) Order 2013 \(S.I. 2013/1881\)](#), arts. 1(2), **20(29)**)

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- C7** Art. 60C(5)(6) applied by S.I. 1983/1553, reg. 8(1B) (as substituted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) \(No.2\) Order 2013 \(S.I. 2013/1881\)](#), art. 1(2)(6), **23(4)**)
- C8** Art. 60C(5)(6) applied by S.I. 2010/1013, reg. 2(6) (as substituted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) \(No.2\) Order 2013 \(S.I. 2013/1881\)](#), art. 1(2)(6), **26(4)**)
- C9** Art. 60C(5)(6) applied by S.I. 2010/1013, reg. 6(3) (as substituted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) \(No.2\) Order 2013 \(S.I. 2013/1881\)](#), art. 1(2)(6), **26(6)**)
- C10** Art. 60C(5)(6) applied by S.I. 2010/1014, reg. 2(6) (as substituted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) \(No.2\) Order 2013 \(S.I. 2013/1881\)](#), art. 1(2)(6), **27(4)**)

Exempt agreements: exemption relating to the purchase of land for non-residential purposes

60D.—(1) A credit agreement is an exempt agreement for the purposes of this Chapter if, at the time it is entered into, any sums due under it are secured by a legal [^{F10}or equitable] mortgage on land and the condition in paragraph (2) is satisfied.

(2) The condition is that less than 40% of the land is used, or is intended to be used, as or in connection with a dwelling—

- (a) by the borrower or a related person of the borrower, or
 - (b) in the case of credit provided to trustees, by an individual who is a beneficiary of the trust or a related person of a beneficiary.
- (3) For the purposes of paragraph (2)—
- (a) the area of any land which comprises a building or other structure containing two or more storeys is to be taken to be the aggregate of the floor areas of each of those stories;
 - (b) “related person” in relation to a person (“B”) who is the borrower or (in the case of credit provided to trustees) a beneficiary of the trust, means—
 - (i) B’s spouse or civil partner,
 - (ii) a person (whether or not of the opposite sex) whose relationship with B has the characteristics of the relationship between husband and wife, or
 - (iii) B’s parent, brother, sister, child, grandparent or grandchild.

[^{F11}(4) This article does not apply to an agreement of the type described in Article 3(1)(b) of the mortgages directive.]

Textual Amendments

- F10** Words in art. 60D(1) inserted (14.2.2014 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) Order 2014 \(S.I. 2014/366\)](#), art. 1(3)(4), **2(25)**)
- F11** Art. 60D(4) inserted (20.4.2015 for specified purposes) by [The Mortgage Credit Directive Order 2015 \(S.I. 2015/910\)](#), art. 1(5), **Sch. 1 para. 4(14)** (with Pt. 4)

Exempt agreements: exemptions relating to the nature of the lender

60E.—(1) A credit agreement is an exempt agreement for the purposes of this Chapter in the following cases.

- (2) [F12A relevant credit agreement][F12Subject to article 60HA, a relevant credit agreement] relating to the purchase of land is an exempt agreement if the lender is—
- (a) specified, or of a description specified, in rules made by the FCA under paragraph (3), or
 - (b) a local authority.
- (3) The FCA may make rules specifying any of the following for the purpose of paragraph (2)—
- (a) an authorised person with permission to effect or carry out contracts of insurance;
 - (b) a friendly society;
 - (c) an organisation of employers or organisation of workers;
 - (d) a charity;
 - (e) an improvement company (within the meaning given by section 7 of the Improvement of Land Act 1899);
 - (f) a body corporate named or specifically referred to in any public general Act;
 - (g) a body corporate named or specifically referred to in, or in an order made under, a relevant housing provision;
 - (h) a building society (within the meaning of the Building Societies Act 1986);
 - (i) an authorised person with permission to accept deposits.
- (4) Rules under paragraph (3) may—
- (a) specify a particular person or class of persons;
 - (b) be limited so as to apply only to agreements or classes of agreement specified in the rules.
- (5) [F13A credit agreement][F13Subject to article 60HA, a relevant credit agreement] is an exempt agreement if it is—
- (a) secured by a legal [F14or equitable] mortgage on land,
 - (b) that land is used or is intended to be used as or in connection with a dwelling, and
 - (c) the lender is a housing authority.
- (6) A credit agreement is an exempt agreement if—
- (a) the lender is an investment firm or a credit institution, and
 - (b) the agreement is entered into for the purpose of allowing the borrower to carry out a transaction relating to one or more financial instruments.
- (7) In this article—
- “housing authority” means—
- (a) in England and Wales, the Homes and Communities Agency, the Welsh Ministers[F15, a company which is a wholly-owned subsidiary of the Welsh Ministers,] or a private registered provider (within the meaning of Part 2 of the Housing and Regeneration Act 2008);
 - (b) in Scotland, the Scottish Ministers or a registered social landlord (within the meaning of the Housing (Scotland) Act 2010);
 - (c) in Northern Ireland, the Northern Ireland Housing Executive;
- “relevant credit agreement relating to the purchase of land” means—
- (a) a borrower-lender-supplier agreement financing—
 - (i) the purchase of land, or
 - (ii) provision of dwellings on land,

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and secured by a legal [^{F16}or equitable] mortgage on that land,

- (b) a borrower-lender agreement secured by a legal [^{F16}or equitable] mortgage on land, or
- (c) a borrower-lender-supplier agreement financing a transaction which is a linked transaction in relation to—
 - (i) an agreement falling within sub-paragraph (a), or
 - (ii) an agreement falling within sub-paragraph (b) financing—
 - (aa) the purchase of land,
 - (bb) the provision of dwellings on land,

and secured by a legal [^{F16}or equitable] mortgage on the land referred to in sub-paragraph (a) or the land referred to in paragraph (ii);

“relevant housing provision” means any of the following—

- (a) section 156(4) or 447(2)(a) of the Housing Act 1985,
- (b) section 156(4) of that Act as it has effect by virtue of section 17 of the Housing Act 1996 (the right to acquire), or
- (c) article 154(1)(a) of the Housing (Northern Ireland) Order 1981.

[^{F17}(7A) In paragraph (7), in the definition of “housing authority”, in paragraph (a), “wholly-owned subsidiary” has the same meaning as in section 1159 (meaning of “subsidiary” etc.) of the Companies Act 2006.

(7B) For the purpose of paragraph (7A), the Welsh Ministers are to be treated as a body corporate.]

(8) For the purposes of the definition of “relevant credit agreement relating to the purchase of land”, a transaction is, unless paragraph (9) applies, a “linked transaction” in relation to a credit agreement (“the principal agreement”) if—

- (a) it is (or will be) entered into by the borrower under the principal agreement or by a relative of the borrower,
- (b) it does not relate to the provision of security,
- (c) it does not form part of the principal agreement, and
- (d) one of the following conditions is satisfied—
 - (i) the transaction is entered into in compliance with a term of the principal agreement;
 - (ii) the principal agreement is a borrower-lender-supplier agreement and the transaction is financed, or to be financed, by the principal agreement;
 - (iii) the following conditions are met—
 - (aa) the other party is a person to whom paragraph (10) applies,
 - (bb) the other party initiated the transaction by suggesting it to the borrower or the relative of the borrower, and
 - (cc) the borrower or the relative of the borrower enters into the transaction to induce the lender to enter into the principal agreement or for another purpose related to the principal agreement or to a transaction financed or to be financed by the principal agreement.

(9) This paragraph applies if the transaction is—

- (a) a contract of insurance,
- (b) a contract which contains a guarantee of goods, or
- (c) a transaction which comprises, or is effected under—

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- (i) an agreement for the operation of an account (including any savings account) for the deposit of money, or
 - (ii) an agreement for the operation of a current account, under which the customer (“C”) may, by means of cheques or similar orders payable to C or to any other person, obtain or have the use of money held or made available by the person with whom the account is kept.
- (10) The persons to whom this paragraph applies are—
- (a) the lender;
 - (b) the lender’s associate;
 - (c) a person who, in the negotiation of the transaction, is represented by a person who carries on an activity of the kind specified by article 36A (credit broking) by way of business who is or was also a negotiator in negotiations for the principal agreement;
 - (d) a person who, at the time the transaction is initiated, knows that the principal agreement has been made or contemplates that it might be made.

Textual Amendments

- F12** Words in art. 60E(2) substituted (20.4.2015 for specified purposes) by [The Mortgage Credit Directive Order 2015 \(S.I. 2015/910\)](#), art. 1(5), **Sch. 1 para. 4(15)(a)** (with Pt. 4)
- F13** Words in art. 60E(5) substituted (20.4.2015 for specified purposes) by virtue of [The Mortgage Credit Directive Order 2015 \(S.I. 2015/910\)](#), art. 1(5), **Sch. 1 para. 4(15)(b)** (with Pt. 4)
- F14** Words in art. 60E(5)(a) inserted (14.2.2014 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) Order 2014 \(S.I. 2014/366\)](#), art. 1(3)(4), **2(26)**
- F15** Words in art. 60E(7) inserted (28.7.2014) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) \(No. 3\) Order 2014 \(S.I. 2014/1740\)](#), arts. 1(2), **2(a)**
- F16** Words in art. 60E(7) inserted (14.2.2014 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) Order 2014 \(S.I. 2014/366\)](#), art. 1(3)(4), **2(26)**
- F17** Art. 60E(7A)(7B) inserted (28.7.2014) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) \(No. 3\) Order 2014 \(S.I. 2014/1740\)](#), arts. 1(2), **2(b)**

Exempt agreements: exemptions relating to number of repayments to be made

60F.—(1) A credit agreement is an exempt agreement for the purposes of this Chapter in the following cases.

- (2) A credit agreement is an exempt agreement if—
- (a) the agreement is a borrower-lender-supplier agreement for fixed-sum credit^{F18}, other than a green deal plan],
 - (b) the number of payments to be made by the borrower is not more than [^{F19}twelve],
 - (c) those payments are required to be made within a period of 12 months or less (beginning on the date of the agreement),
 - (d) the credit is—
 - (i) secured on land, or
 - (ii) provided without interest or other ^{F20}... charges, and
 - (e) paragraph (7) does not apply to the agreement.

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- (3) A credit agreement is an exempt agreement if—
- (a) the agreement is a borrower-lender-supplier agreement for running-account credit,
 - (b) the borrower is to make payments in relation to specified periods which must be, unless the agreement is secured on land, of 3 months or less,
 - (c) the number of payments to be made by the borrower in repayment of the whole amount of credit provided in each such period is not more than one,
 - (d) the credit is—
 - (i) secured on land, or
 - (ii) provided without interest or other significant charges, and
 - (e) paragraph (7) does not apply to the agreement.
- (4) [^{F21}A credit agreement][^{F21}Subject to article 60HA, a credit agreement] is an exempt agreement if—
- (a) the agreement is a borrower-lender-supplier agreement financing the purchase of land,
 - (b) the number of payments to be made by the borrower is not more than four, and
 - (c) the credit is—
 - (i) secured on land, or
 - (ii) provided without interest or other charges.
- (5) A credit agreement is an exempt agreement if—
- (a) the agreement is a borrower-lender-supplier agreement for fixed-sum credit,
 - (b) the credit is to finance a premium under a contract of insurance relating to land or anything on land,
 - (c) the lender is the lender under a credit agreement secured by a legal [^{F22}or equitable] mortgage on that land,
 - (d) the credit is to be repaid within the period (which must be 12 months or less) to which the premium relates,
 - (e) in the case of an agreement secured on land, there is no charge forming part of the total charge for credit under the agreement other than interest at a rate not exceeding the rate of interest from time to time payable under the agreement mentioned at sub-paragraph (c),
 - (f) in the case of an agreement which is not secured on land, the credit is provided without interest or other charges, and
 - (g) the number of payments to be made by the borrower is not more than twelve.
- (6) A credit agreement is an exempt agreement if—
- (a) the agreement is a borrower-lender-supplier agreement for fixed-sum credit,
 - (b) the lender is the lender under a credit agreement secured by a legal [^{F23}or equitable] mortgage on land,
 - (c) the agreement is to finance a premium under a contract of whole life insurance which provides, in the event of the death of the person on whose life the contract is effected before the credit referred to in sub-paragraph (b) has been repaid, for payment of a sum not exceeding the amount sufficient to meet the amount which, immediately after that credit has been advanced, would be payable to the lender in respect of that credit (including interest from time to time payable under that agreement),
 - (d) in the case of an agreement secured on land, there is no charge forming part of the total charge for credit under the agreement other than interest at a rate not exceeding the rate of interest from time to time payable under the agreement mentioned at sub-paragraph (b),

- (e) in the case of an agreement which is not secured on land, the credit is provided without interest or other charges, and
 - (f) the number of payments to be made by the borrower is not more than twelve.
- (7) This paragraph applies to—
- (a) agreements financing the purchase of land;
 - (b) agreements which are conditional sale agreements or hire-purchase agreements;
 - (c) agreements secured by a pledge (other than a pledge of documents of title or of bearer bonds).
- [^{F24}(8) In this article, “payment” means any payment which comprises or includes—
- (a) the repayment of capital, or
 - (b) the payment of interest or any other charge which forms part of the total charge for credit.]

Textual Amendments

- F18** Words in art. 60F(2)(a) inserted (E.W.S.) (15.7.2014) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Green Deal\) \(Amendment\) Order 2014 \(S.I. 2014/1850\)](#), arts. 1(2), 7 (with art. 1(3))
- F19** Word in art. 60F(2)(b) substituted (18.3.2015) by [The Financial Services and Markets Act 2000 \(Miscellaneous Provisions\) \(No. 2\) Order 2015 \(S.I. 2015/352\)](#), arts. 1, **2(a)**
- F20** Word in art. 60F(2) omitted (14.2.2014 for specified purposes, 1.4.2014 in so far as not already in force) by virtue of [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) Order 2014 \(S.I. 2014/366\)](#), art. 1(3)(4), **2(27)(a)**
- F21** Words in art. 60F(4) substituted (20.4.2015 for specified purposes) by [The Mortgage Credit Directive Order 2015 \(S.I. 2015/910\)](#), art. 1(5), **Sch. 1 para. 4(16)** (with Pt. 4)
- F22** Words in art. 60F(5)(c) inserted (14.2.2014 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) Order 2014 \(S.I. 2014/366\)](#), art. 1(3)(4), **2(27)(b)**
- F23** Words in art. 60F(6)(b) inserted (14.2.2014 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) Order 2014 \(S.I. 2014/366\)](#), art. 1(3)(4), **2(27)(b)**
- F24** Art. 60F(8) substituted (24.3.2015) by [The Financial Services and Markets Act 2000 \(Miscellaneous Provisions\) Order 2015 \(S.I. 2015/853\)](#), arts. 1(2), **3(5)**

Exempt agreements: exemptions relating to the total charge for credit

60G.—(1) A credit agreement is an exempt agreement for the purposes of this Chapter in the following cases.

- (2) A credit agreement is an exempt agreement if—
 - (a) it is a borrower-lender agreement, [^{F25}and]
 - (b) the lender is a credit union and the rate of the total charge for credit does not exceed 42.6 per cent [^{F26}, and
 - (c) paragraph (2A) applies to the agreement.]

[^{F27}(2A) This paragraph applies to the agreement if—

- (a) the agreement is not of a type described in Article 3(1) of the mortgages directive; or
- (b) the agreement is of such a type and—

Status: Point in time view as at 05/11/2015.

Changes to legislation: The Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, Cross Heading: The activities is up to date with all changes known to be in force on or before 02 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

- (i) the agreement is of a kind to which the mortgages directive does not apply by virtue of Article 3(2) of that directive,
 - (ii) the agreement is a bridging loan within the meaning of Article 4(23) of the mortgages directive, or
 - (iii) in relation to the agreement—
 - (aa) the borrower receives timely information on the main features, risks and costs of the agreement at the pre-contractual stage, and
 - (bb) any advertising of the agreement is fair, clear and not misleading.]
- (3) [^{F28}A credit agreement][^{F28}Subject to paragraph (8), a credit agreement] is an exempt agreement if—
- (a) it is a borrower-lender agreement,
 - (b) it is an agreement of a kind offered to a particular class of individual or relevant recipient of credit and not offered to the public generally,
 - (c) it provides that the only charge included in the total charge for credit is interest,
 - (d) interest under the agreement may not at any time be more than the sum of one per cent and the highest of the base rates published by the banks specified in paragraph (7) on the date 28 days before the date on which the interest is charged, and
 - (e) paragraph (5) does not apply to the agreement.
- (4) [^{F29}A credit agreement][^{F29}Subject to paragraph (8), a credit agreement] is an exempt agreement if—
- (a) it is a borrower-lender agreement,
 - (b) it is an agreement of a kind offered to a particular class of individual or relevant recipient of credit and not offered to the public generally,
 - (c) it does not provide for or permit an increase in the rate or amount of any item which is included in the total charge for credit,
 - (d) the total charge for credit under the agreement is not more than the sum of one per cent and the highest of the base rates published by the banks specified in paragraph (7) on the date 28 days before the date on which the charge is imposed, and
 - (e) paragraph (5) does not apply to the agreement.
- (5) This paragraph applies to an agreement if—
- (a) the total amount to be repaid by the borrower to discharge the borrower's indebtedness may vary according to a formula which is specified in the agreement and which has effect by reference to movements in the level of any index or other factor, or
 - [the agreement—
- ^{F30}(b) (i) is not—
- (aa) secured on land, or
 - [^{F31}(bb) offered by a lender to a borrower as an incident of the borrower's employment with the lender or with an undertaking in the same group as the lender;]
- (ii) does not meet the general interest test.]
- (6) For the purposes of [^{F32}paragraph (5)][^{F32}paragraphs (5) and (8)], an agreement meets the general interest test if—
- (a) the agreement is offered under an enactment with a general interest purpose, and

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- (b) the terms on which the credit is provided are more favourable to the borrower than those prevailing on the market, either because the rate of interest is lower than that prevailing on the market, or because the rate of interest is no higher than that prevailing on the market but the other terms on which credit is provided are more favourable to the borrower.
- (7) The banks specified in this paragraph are—
- (a) the Bank of England;
 - (b) Bank of Scotland;
 - (c) Barclays Bank plc;
 - (d) Clydesdale Bank plc;
 - (e) Co-operative Bank Public Limited Company;
 - (f) Coutts & Co;
 - (g) National Westminster Bank Public Limited Company;
 - (h) the Royal Bank of Scotland plc.

[
^{F33}(8) A credit agreement of a type described in Article 3(1) of the mortgages directive is an exempt agreement pursuant to paragraph (3) or (4) only if—

- (a) the agreement meets the general interest test;
- (b) the borrower receives timely information on the main features, risks and costs of the agreement at the pre-contractual stage; and
- (c) any advertising of the agreement is fair, clear and not misleading.]

Textual Amendments

- F25** Word in art. 60G(2) omitted (20.4.2015 for specified purposes) by virtue of [The Mortgage Credit Directive Order 2015 \(S.I. 2015/910\)](#), art. 1(5), [Sch. 1 para. 4\(17\)\(a\)\(i\)](#) (with Pt. 4)
- F26** Art. 60G(2)(c) and word inserted (20.4.2015 for specified purposes) by [The Mortgage Credit Directive Order 2015 \(S.I. 2015/910\)](#), art. 1(5), [Sch. 1 para. 4\(17\)\(a\)\(ii\)](#) (with Pt. 4)
- F27** Art. 60G(2A) inserted (20.4.2015 for specified purposes) by [The Mortgage Credit Directive Order 2015 \(S.I. 2015/910\)](#), art. 1(5), [Sch. 1 para. 4\(17\)\(b\)](#) (with Pt. 4)
- F28** Words in art. 60G(3) substituted (20.4.2015 for specified purposes) by [The Mortgage Credit Directive Order 2015 \(S.I. 2015/910\)](#), art. 1(5), [Sch. 1 para. 4\(17\)\(c\)](#) (with Pt. 4)
- F29** Words in art. 60G(4) substituted (20.4.2015 for specified purposes) by [The Mortgage Credit Directive Order 2015 \(S.I. 2015/910\)](#), art. 1(5), [Sch. 1 para. 4\(17\)\(d\)](#) (with Pt. 4)
- F30** Art. 60G(5)(b) substituted (14.2.2014 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) Order 2014 \(S.I. 2014/366\)](#), art. 1(3)(4), [2\(28\)](#)
- F31** Art. 60G(5)(b)(i)(bb) substituted (18.3.2015) by [The Financial Services and Markets Act 2000 \(Miscellaneous Provisions\) \(No. 2\) Order 2015 \(S.I. 2015/352\)](#), arts. 1, [2\(b\)](#)
- F32** Words in art. 60G(6) substituted (20.4.2015 for specified purposes) by [The Mortgage Credit Directive Order 2015 \(S.I. 2015/910\)](#), art. 1(5), [Sch. 1 para. 4\(17\)\(e\)](#) (with Pt. 4)
- F33** Art. 60G(8) inserted (20.4.2015 for specified purposes) by [The Mortgage Credit Directive Order 2015 \(S.I. 2015/910\)](#), art. 1(5), [Sch. 1 para. 4\(17\)\(f\)](#) (with Pt. 4)

Exempt agreements: exemptions relating to the nature of the borrower

60H.—[
^{F34}(1)] [^{F35}A credit agreement][^{F35}Subject to article 60HA, a credit agreement] is an exempt agreement for the purposes of this Chapter if—

Status: Point in time view as at 05/11/2015.

Changes to legislation: The Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, Cross Heading: The activities is up to date with all changes known to be in force on or before 02 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

- (a) the borrower is an individual,
- (b) the agreement is either—
 - (i) secured on land, or
 - [for credit which exceeds £60,260 and is for a purpose other than—
 - ^{F36}(ii) (aa) the renovation of residential property, or
 - (bb) to acquire or retain property rights in land or in an existing or projected building,]
- (c) the agreement includes a declaration made by the borrower which provides that the borrower agrees to forgo the protection and remedies that would be available to the borrower if the agreement were a regulated credit agreement and which complies with rules made by the FCA for the purposes of this paragraph,
- (d) a statement has been made in relation to the income or assets of the borrower which complies with rules made by the FCA for the purposes of this paragraph,
- (e) the connection between the statement and the agreement complies with any rules made by the FCA for the purposes of this paragraph (including as to the period of time between the making of the statement and the agreement being entered into), and
- (f) a copy of the statement was provided to the lender before the agreement was entered into.

[
^{F37}(2) Where a credit agreement would be an exempt agreement pursuant to this article but for paragraph (1)(b)(ii)(bb) or article 60HA, the FCA may treat the agreement as an exempt agreement except for the purpose of the application of the requirements of the mortgages directive.]]

Textual Amendments

- F34** Art. 60H(1): art. 60H renumbered as art. 60H(1) (20.4.2015 for specified purposes) by [The Mortgage Credit Directive Order 2015 \(S.I. 2015/910\)](#), art. 1(5), **Sch. 1 para. 4(18)(a)** (with Pt. 4)
- F35** Words in art. 60H(1) substituted (20.4.2015 for specified purposes) by [The Mortgage Credit Directive Order 2015 \(S.I. 2015/910\)](#), art. 1(5), **Sch. 1 para. 4(18)(b)(i)** (with Pt. 4)
- F36** Art. 60H(1)(b)(ii) substituted (20.4.2015 for specified purposes) by [The Mortgage Credit Directive Order 2015 \(S.I. 2015/910\)](#), art. 1(5), **Sch. 1 para. 4(18)(b)(ii)** (with Pt. 4)
- F37** Art. 60H(2) inserted (20.4.2015 for specified purposes) by [The Mortgage Credit Directive Order 2015 \(S.I. 2015/910\)](#), art. 1(5), **Sch. 1 para. 4(18)(c)** (with Pt. 4)

[^{F38}Exempt agreements: exemptions not permitted under the mortgages directive

60HA.—(1) A credit agreement is not an exempt agreement pursuant to article 60E(2) or (5), 60F(4) or 60H(1) if—

- (a) the agreement is of a type described in Article 3(1) of the mortgages directive, and
 - (b) paragraph (2) does not apply.
- (2) This paragraph applies if—
- (a) the agreement is of a kind to which the mortgages directive does not apply by virtue of Article 3(2) of that directive;
 - (b) the agreement is a bridging loan within the meaning of Article 4(23) of that directive; or
 - (c) the agreement is a restricted public loan in respect of which—
 - (i) the borrower receives timely information on the main features, risks and costs at the pre-contractual stage; and

- (ii) any advertising is fair, clear and not misleading.
- (3) In paragraph (2)(c) “restricted public loan” means a credit agreement that is—
 - (a) offered to a particular class of borrower and not offered to the public generally;
 - (b) offered under an enactment with a general interest purpose; and
 - (c) provided on terms which are more favourable to the borrower than those prevailing on the market, because it meets one of the following conditions—
 - (i) it is interest free;
 - (ii) the rate of interest is lower than that prevailing on the market; or
 - (iii) the rate of interest is no higher than that prevailing on the market but the other terms on which credit is provided are more favourable to the borrower.]

Textual Amendments

F38 Art. 60HA inserted (20.4.2015 for specified purposes) by [The Mortgage Credit Directive Order 2015](#) (S.I. 2015/910), art. 1(5), **Sch. 1 para. 4(19)** (with Pt. 4)

Status:

Point in time view as at 05/11/2015.

Changes to legislation:

The Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, Cross Heading:
The activities is up to date with all changes known to be in force on or before 02 July 2024.

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