



High Cost Credit Provider's Licence Consumer Credit Act, 1995 (as amended)

The Central Bank of Ireland ("the Central Bank") hereby grants to E. & L. Credit Ltd t/a Lomax ("the firm") (Central Bank reference number - C33048) of 44 Prussia Street, Dublin 7, a high cost credit provider's licence from 1 August 2023 up to and including 31 July 2028. This licence is granted in accordance with the provisions of the Consumer Credit Act, 1995 (as amended) ("the Act") and all business conducted under this licence must be conducted in compliance with the obligations imposed under the Act and any other relevant obligations.

This licence is subject to the following restrictions:-
Schedule A to this licence incorporates the firm's own terms and conditions of agreement with its **consumers** and this licence and these terms must at all times be clear and visible to the **consumer** and a copy given to them, and the consequences of them must be explained in simple terms to the **consumer**. The firm must ensure that any changes to its Terms and Conditions are in compliance with the restrictions set out in this licence and applicable legislation.

The firm is permitted to enter into a high cost credit agreement subject to the term(s), APR(s) and cost(s) of credit as set out in **Appendix 1** to this licence. The maximum APR that the firm is permitted to charge is 150.80% and the maximum cost of credit is 40%.

Schedule A

Entering the agreement means that:

The **consumer** must:

- if he/she changes his/her name tell the firm within 14 days;
- if he/she changes his/her address tell the firm within 14 days.

As a result:

- all notices and statements given to the **consumer** in person or left at, or sent to the **consumer's** address as stated in his/her agreement or to the **consumer's** present or last known address shall be considered validly given. If sent by prepaid standard post they shall be considered received by the **consumer** on the day on which in ordinary course of post such notice would have reached him/her.
- If two or more people are named as the **consumer**, the liability of each shall be joint and several. This means that each person can be fully responsible for all responsibilities set out in the agreement.
- Signature to the agreement acknowledges:
 - a) that the **consumer** received prior to signing his/her agreement the Standard European Consumer Credit Information;
 - b) that the **consumer** received a true copy of the agreement;
 - c) that the money received is for the **consumer's** own use;
 - d) that the **consumer** received a cheque/vouchers/goods (if applicable).

The **consumer** has the right:

- to terminate the agreement early. If he/she does so they may be entitled to a rebate on the interest charged.

The **consumer** agrees:

- to pay the firm the instalments set out in his/her agreement;
- that a Credit Reference and Fraud Prevention Agency search by the firm may be recorded by the Agency concerned and shared with other firms;
- that the firm may disclose to such agencies how the **consumer** conducts his/her account; and
- that if the **consumer** defaults or is suspected of fraud, that other lenders may use this information about the **consumer** and others with whom the **consumer** is financially linked for credit assessment, debt tracing, fraud and money laundering prevention.

The **consumer's** data may be used:

- for other purposes for which the **consumer** gives specific permission;
- in very limited circumstances, when required by law or where permitted by the Data Protection Acts (1988 and 2003);

- to manage the **consumer's** account;
- to make collections;
- for statistical purposes, surveys and research;
- if the firm transfers, changes or assigns the agreement to a third party or if the firm uses a third party to manage any aspect of the agreement the firm will pass the **consumer's** information to the third party;
- and remains on file for 6 years after the **consumer's** agreement is closed, whether settled by the **consumer** or defaulted.

The firm may;

- if the **consumer** has signed separately giving permission, visit or telephone the **consumer**:
 - between 8am and 10am;
 - at work;
- approach the **consumer's** family;
 - if the **consumer** requests or the **consumer** is difficult to contact;
 - if they answer the door/telephone when the firm calls;
- Approach or contact the consumer at their place of employment if the consumer requests or is difficult to contact;
- assign the agreement in writing to another person or persons;
- if the firm temporarily relaxes the terms of the agreement, at any time decide to enforce the terms strictly again;
- end the agreement, after giving any written notice required by law, if:
 - a) the **consumer** fails to keep any part of the agreement;
 - b) the **consumer** commits an act of bankruptcy (such as failing to pay a debt as ordered by a court);
 - c) the **consumer** has given false information in connection with the agreement.

Mary McEvoy

Mary McEvoy
Head of Function
Consumer Protection: Credit & Lending Division

Date: 31 July 2023



Banc Ceannais na hÉireann
Central Bank of Ireland
Eurosystem

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Appendix 1 – E. & L. Credit Ltd t/a Lomax

Date	<u>Sample</u> loan amount	Period of loan	Interest rate	APR	Cost of loan per €100 borrowed (%)	Total amount repayable
1 August 2023 – 31 July 2028	€1,000	30 weeks	30%	150.80%	€30 (30%)	€1,300
	€1,000	35 weeks	35%	149.02%	€35 (35%)	€1,350
	€1,000	40 weeks	40%	146.99%	€40 (40%)	€1,400

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