Banc Ceannais na hÉireann
Central Bank of Ireland
Eurosystem

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

T +353 (0)1 224 6000
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Baile Átha Cliath 1
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The Central Bank of Ireland (the "Central Bank") hereby grants to Practical Finance DAC of Unit 2, Galway Technology Park, Parkmore, Galway ("the firm") (Central Bank reference number – C35069) 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 the terms and conditions of the agreement 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), cost(s) of credit and APR(s) as set out in **Appendix 1** to this licence. The maximum APR that the firm is permitted to charge is **30.12%** and the maximum cost of credit is **15%**.

### Schedule A

### 1. Drawdown of Loan Agreement

The **consumer** may not drawdown until:

**(a)** The firm have received, to its satisfaction, a duly signed high cost credit agreement; and

**(b)** The firm have received, to its satisfaction, the required documentation to comply with its obligations under Ant-Money Laundering and Anti-Financing of Terrorism Legalisation.

Unless otherwise agreed by the firm, the **consumer** must drawdown the Loan within 2 months of the date the Agreement. If the **consumer** does not drawdown within the above time limit, the Agreement will lapse unless the firm agree a later date.

### 2. Repayment

The **consumer** shall repay the Loan Amount together with the interest by the payments and in the manner specified in the important information on the Agreement. The repayment obligations shall commence on the date specified in the application form. Where the repayment is by direct debit, missed or cancelled direct debits will be automatically re-presented for payment at the firm's discretion.

### 3. Effect of missed payments:

If the **consumer** does not pay his/her repayments on time, the following occurs:

**(a)** The **consumer's** account will go into arrears. This information may be recorded by the Central Credit Register (CCR) and/or other credit reference agencies and may be retained by them for a period of 5 years after the final payment is made on the **consumer's** account. This information may be shared with other financial institutions which may made obtaining other financial products in the future more difficult;

**(b)** The firm may terminated the Agreement in a manner consistent with its rights under the Agreement. This may result in third party debt collection agencies being employed to collect the debt for and on behalf of the firm and/or legal action being commenced against the **consumer**.

### 4. Termination of Agreement

**4.1** The **consumer's** obligations under the Agreement are important and if:

**(a)** the **consumer** fails to pay the principle sum of any interest due principally;

**(b)** the **consumer** breaches any of the terms and conditions set out in the Agreement or another other obligations to the firm;

**(c)** the **consumer** dies or suffers from contractual incapacity;

**(d)** a petition for a bankruptcy order of presented against the **consumer**;

**(e)** the **consumer** executes a trust deed for his/her creditors or enters (or seeks to enter) into any composition or arrangement with other creditors;

**(f)** an order for the administration of the **consumer's** estate is made or could be made; or

**(g)** any of the above is done by or happens to anyone who has given the firm any guarantee in respect of the **consumer's** obligations under the Agreement,

then the **consumer** will have repudiated the Agreement and the loan shall become repayable. Any termination of the Agreement shall not affect the firm's rights or the **consumer's** liabilities to it remaining at the date of termination.

**4.2** Subject to Section 112 of the Act, the **consumer** hereby agrees to pay the firm, within ten working days of receipt of notice, all its legal costs incurred in enforcing its rights under the Agreement.

**4.3** In the event of the death of the **consumer**, the Agreement shall endure to the benefit of the firm and be binding upon the **consumer's** personal representatives and successors.

### 5. Joint and Several Liability

Where the **consumer** is more than one person, the obligations of the **consumer** hereunder shall be joint and several.

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**6. Indulgence**

Any time, indulgences or waivers granted to the **consumer** by the firm shall not affect the firm's strict rights under the Agreement.

**7. Rights & Remedies of the firm**

The Rights & Remedies of the firm referred to herein are cumulative and not exclusive of any rights or remedies provided by in law.

**8. Early Repayment**

At any time before the date the loan should have been repaid, the **consumer** may give notice to the firm in writing terminating the Agreement. If should notice is given, the Agreement shall terminate on the date of receipt of the notice by the firm.

On termination of the Agreement by the **consumer**, the **consumer** must pay the firm:

**(a)** every payment due and payable up to the date of termination; and

**(b)** the balance of the principle outstanding on the loan account under the Agreement.

**(c)** The **consumer** will be given a reduction in the total cost of credit to the extent of the interest and the costs for the remaining duration of the Agreement.

**9. General Conditions**

**(a)** Any waiver, grant of time or indulgence by the firm shall note affect the firm's rights under the Agreement or the firm's ability subsequently to enforce the Agreement strictly in accordance with its terms.

**(b)** In the event of two or more person constituting the **consumer**, the liability of such persons shall be joint and several.

**(c)** The firm may send notices under the Agreement to the **consumer's** address/addresses stating on the Agreement or any other address as notified by the **consumer**. The **consumer** hereby agrees to immediately notify the firm in writing of any changes to his/her address/addresses, and the **consumer** further agrees to immediately notice the firm of any changes to his/her phone number.

**(d)** The Agreement shall be governed by the loans of Ireland the Courts of Ireland shall have exclusive jurisdiction to all matters relating to the Agreement.

**(e)** If any provision of the Agreement is found to be void or unenforceable, that provision shall be deemed to be deleted for the Agreement and the remaining provisions of the Agreement shall continue in full force and effect.

**(f)** Credit counselling services are available form the Money Advice and Budgeting Service (MABS) on 0818 07 2000.

**10. Complaints**

The firm aims to provide a friendly and efficient service to its **consumers** and it is the firm's policy to ensure that all of the **consumer's** concerns are dealt with fairly and promptly. If the **consumer** has a complaint, please telephone the firm on 091-773676 or write to the firm to: Customer Service Department, Practical Finance DAC, Unit 2, Galway Technology Park, Parkmore, Galway.

If the complaint cannot be answered within 24 hours, a written acknowledgement will be despatched within 3 business days. If a final response has not issued within 20 business days of receiving the complaint, then an explanation will be given as to why the complaint has not been resolved and how it intends to deal with the resolution.

If the **consumer** is dissatisfied with the **consumer** of the firm's efforts to resolve his/her complaint, the **consumer** may refer his/her complaint to: Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Telephone: +353 1 567 7000; Email: info@fspo.ie; Online: https://www.fspo.ie/make-a-complaint/how-to-make-a-complaint-to-the-fspo/

**11. Statements**

The firm shall, upon request, provide the **consumer** with a Statement of their accounts free of charge.

**12. Assignment**

The **consumer** shall not assign or otherwise transfer any of his/her rights or obligations hereunder. The firm may, without the consent of the **consumer**, assign or transfer or otherwise dispose of the whole or any part or parts of its rights, benefits and obligations in respect of the Agreement. The expression the firm wherever used herein shall, to the extent of its interest for the time being herein, include every successor in title, participant, assignee, transferee or party to whom a disposal is made as aforesaid who shall, to the extent of its interest for the time being herein, be entitled to force and proceed upon the Agreement and exercise all rights, powers and discretions of the firm hereunder as if named herein in place of the firm.

In exercising this right, the firm may, at its sole discretion, pass the debt to another authorised high cost credit provider authorised by the Central Bank of Ireland or debt-collection agency, or sell the debt to another authorised high cost credit provided authorised by the Central Bank of Ireland.

Mary McEvoy

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

**Date: 27 July 2023**

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**Appendix 1 – Practical Finance DAC**

| Date | Sample loan amount | Period of loan | Interest rate | APR | Cost of loan per €100 borrowed (%) | Total amount repayable |
|---|---|---|---|---|---|---|
| **1 August 2023 – 31 July 2028** | €3,000 (Cash) | 52 weeks | 12% | 23.70% | €12 (12%) | €3,360 |
| | €3,000 (Cash) | 52 weeks | 13% | 25.82% | €13 (13%) | €3,390 |
| | €3,000 (Cash) | 52 weeks | 14% | 27.96% | €14 (14%) | €3,420 |
| | €3,000 (Cash) | 52 weeks | 15% | 30.12% | €15 (15%) | €3,450 |

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**Date: 27 July 2023**