

A GUIDE TO CONSUMER CREDIT IN FIVE COUNTRIES
OF THE EUROPEAN UNION :
**GERMANY, BELGIUM, SPAIN, FRANCE AND THE
UNITED KINGDOM**

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1. European statutory framework : different national laws

The single *European market* came into existence on January 1, 1993. To achieve this, legislation had to be drawn up to allow for the opening up of the countries. All the Member States have legislation based on common principles and rules governing the workings of the new economic area. The provisions in the area of finance are particularly precise and, as a result, credit institutions are able to offer financial services throughout the whole of the European Union through a variety of means.

European regulations operate under the form of texts called **directives**, which the Member States are under the obligation to transpose to their national law within a given period of time. According to the domain, such directives are more or less precise and restrictive.

In the case of *consumer credit*, given that it is an activity which involves consumers, private individuals, European regulations only establish minimal provisions, each State remaining at liberty to formulate more specific rules.

The Treaty of Rome, the founding treaty of the European Union, actually states in article 3 that the consumer should be covered by specific measures of protection : "*the action of the Community consists in (Ö) s) a contribution to the strengthening of consumer protection* "

stipulates in article 100A "*the Commission, in its proposals (Ö) concerning health, environmental and consumer protection, will take as a base a high level of protection*"

and article 129A establishes that protection be provided for by specific measures but that such "*actions shall not prevent a Member State from maintaining or establishing stricter measures (Ö) compatible with the (Ö) Treaty* "

Consequently, in the domain of consumer credit

each country has proceeded to draw up specific legislation on the basis of minimal common rules, the result being disparate sets of regulations

Yet, until present, each of us has lived in our own country, in the main. *We have acquired habits developed on the basis of our day-to-day experiences* with our various suppliers of goods and services. It is *on the basis of such habits that we make decisions, such as the decision to borrow on certain terms.*

Consumer credit is not something to be entered into lightly as it implies future financial consequences affecting the whole family.

It therefore essential to find out all the often tacit ins and outs of a credit agreement, to be sure to master such an operation .

The present guide sets out to achieve just that within a European context, by looking into the situation of a consumer who comes from one country in which he has acquired certain habits and intends to examine or obtain credit facilities offered by an organisation based in another country.

Consumer credit, which has generally become a straightforward operation and is readily available, is tied to a very precise legislative framework seeking to protect the consumer. The latter is, in fact, considered to have less powers of analysis and understanding than a professional. Furthermore, there are a number of international texts which govern the application of contract law. Diversity among national laws may lead to confusion which may cloud the reality of the commitment being entered into by both the lender and the borrower. It should also be borne in mind that an operation which may be considered as very simple in one's own country, ceases to be so when going beyond one's own borders, whether physically or virtually, insofar as the necessary experience and habits have not been acquired.

The legislation in the various countries covers a number of different areas, ranging from publicity and overindebtedness to interest free credit and redemption before due date.

The method proposed in this guide consists in *drawing attention to the various aspects or the various stages of a credit agreement*, to serve as a reminder to the consumer, as well as the person he is dealing with, *that questions have to be asked and that one must ask oneself questions :*

good credit is well mastered credit.

2. The questions to ask and to ask oneself

Is credit necessary ?

A purchase can be made in cash, payment by credit is not obligatory.

What are the advantages and disadvantages of buying cash and on credit ? Can I postpone this purchase ? Can I include this new credit facility in my monthly budget calculated as follows, without upsetting the balance ?

amount	-	amount	-	amount	-	amount	=	available
earnings		fixed expenses		variable expenses		monthly payments		budget

I am certain of the obligations I will be taking on as a result of the credit obtained ? What would be the consequences of such a commitment were my situation unexpectedly to change. The larger the amounts involved the more important it is to be fully aware of the potential consequences.

What type of credit?

We do not pay for a car in the same way as we pay for a television or a holiday. It is therefore important to ensure that the product and its durability concurs with the credit facilities for that product and the restrictions that the borrower accepts.

The following possibilities exist in almost each country under different names :

- < overdraft with a bank, operated by forms of payment such as charge cards or personal credit granted by the credit institution of the current account.
- < personal line of credit granted by the credit institution to someone for a certain amount and defined repayments (credit or installment plan).
- < renewable credit granted for a maximal amount and to be repaid at settled dates or chosen ones, called also permanent credit or revolving credit or credit opening. Can be used either directly or with a card. Renewal modalities or closure of the contract changes from one country to another.

- credit to finance a specific purchase, granted either by the seller or by a credit institution. Such contracts are most often drawn up at the place where the purchase is made or specifically arranged to finance the purchase in a shop. We can also talk about hire-purchase sales.
- lease-purchase agreement or leasing, which consist in the payment of rentals until a buying option allows for the purchase of the good at a previously arranged residual value.

The cost, the methods of use of such credit, the risks and the guarantees provided for by law vary in accordance with the amounts involved, the type of credit and its duration.

Each country has specific regulations governing consumer credit, however the definitions vary as to the operations which are and are not covered by legal provisions. *It is wiser to be protected by the law.* These elements are covered below in the pages devoted to the countries.

Later in the guide you will find information on :

- Germany, Belgium, Spain, France and the United Kingdom, set out country by country,
- coming from one country and seeking credit in one of the other four countries

Stages of a credit agreement

There are several stages in the conclusion of a credit agreement, though they may vary according to the circumstances : if you take out credit to cover a purchase made in a shop, you will not be subjected to the same demand or waiting period that apply when credit is used for a planned purchase or takes the form of a cash advance. In the first instance the two initial stages tend to be associated with one another while in the second no link is made.

The process of **acquiring credit can be divided 4 main stages** :

1. *Prior information*, the stage during which you yourself and the credit grantor will collect the information required to make a decision
2. *The formalisation of the credit grantor's offer and your study of it*
3. *The conclusion of the contract*
4. *The life of the contract*

1. The information stage

This is essential in coming to a clear decision. It depends on the form the offer takes. It may be made through an advertisement, a door-to-door sales person, the media, or may be made in response to the direct request of a consumer made to a credit grantor .

You have the right to the minimum level of information required to know, to understand, to examine and to choose:

- The identity of the credit grantor
- the product being considered

? the overall effective rate, expressed in terms of a percentage, including the debt interest (or the way in which it is set, for example in the case of a permanent credit at a variable rate of interest) and the various charges linked to the operation. This rate is expressed either in yearly or monthly terms. The methods of calculation vary from country to country, it is therefore necessary to ensure that you are given all the details of what the rate includes and how it is calculated in the case of your operation.

? The **effective rates are not capped everywhere by usurious rates. There are fixed ceilings** which are determined by the law in the case of Belgium and France. The rates are determined by the legal definitions of the courts in a more (Germany) or less (Spain, UK) precise way.

? The duration and the amount of the repayments or failing that their method of calculation

But you can get more :

- by asking the credit grantor, for example, about the charges that are linked but not obligatory and may be waived, the other products available, other insurance policies, etc.
- by contacting a consumer advice bureau or by consulting a magazine which specialises in comparing the offers made by credit institutions, or brochures, guides, or books on the subject
- by contacting several credit grantors at the same time or an intermediary who is familiar with several lenders
- by contacting the administrative services in certain countries

The better informed you the more chance you have, first of all, of using the competition in your favour and, secondly, of mastering all there is to know about credit facilities, which include technical aspects which may be off-putting at first glance.

The credit grantor, for its part, requires information to decide whether to grant you credit. It wishes to assess your ability to honour your commitment to repay the amounts foreseen on the due dates, given that the money loaned to you does not belong to it : Either it has borrowed it itself, or is using the savings entrusted with it by its depositors.

The credit grantor will ask you for information which will aid it in making its decision. It also has access to data included in the *files* on you.

The decision of credit grantors depends on the amount and the duration of the operation and on the other hand on the way in which they organise the decision making process for granting credit facilities, as in many instances credit decisions are decentralised, being left in the hands of thousands of commercial representatives : the decision making process ought to be the same from place to place, in other words standardised.

The larger the amount and the duration the greater the risk for the credit grantor, thus more information, documents or guarantees will be requested. The smaller the amount and the duration, the simpler the requirements will be.

Credit grantors are making increasing use of what is known as credit scoring, based on the comparison of the data collected from you with the statistics on repayment and non repayment corresponding to similar data on the clientele as a whole who have requested credit facilities. Depending on the country, the criteria used in this method of selection may or may not be submitted for examination to an agency for the protection of private data.

The decision of the credit grantor is final, you do not have an automatic right to credit.

It is difficult to make generalisations about the information requested as it varies according to the system used by the lenders. You will, however, in addition to your name and address at least be asked about :

your earnings, your expenditure and costs, questions regarding your : marital status, length of service in employment, the length of time living in one place, and various other questions.

There are two kinds of **files** to which the credit grantors have access :

- their own files, or those of the organisations with which they have links such as credit insurers in the country where they are based, which contain a record of any previous dealings you may have had with them
- and those of external organisations, be they private or public. Depending on the country in question, such files may contain positive data (all your credit operations in addition to any defaults where applicable : credit reference agencies) or simply the negative data (defaults on payments, legal proceedings or overindebtedness)

Legislation exists with regard to these files and provision is made in all instances for the right to have access to the data contained in them and to rectify such data.

You may have received an offer directly from a credit grantor, or you may have contacted the institution yourself, in which case, following an assessment of your situation, the credit grantor will prepare to make you an offer.

But you may have contacted an intermediary because you live far out of town or because you are not sure of the outcome of a request made directly to the lender, or maybe because you hope that an expert will provide you with the best offer available and will take charge of playing the competition off against each other in your stead.

The situation varies greatly from country to country, it is therefore difficult to generalise, but ***under no circumstances may an intermediary ask you for money for an operation which is not executed.***

In the event that you have to pay commission, the intermediary must make it clear in advance and give you a detailed receipt distinguishing the commission from the possible costs incurred by him.

Furthermore, along with the offers made by the lenders he must also provide you with the minimum information that the lender would be obliged to give you if dealing with you directly.

2. The offer and its examination

To enable you to examine the offer and its consequences, the laws provide for *a period of reflection or renunciation*.

In order to give you the time to reflect on, study and understand the operation that you are committing yourself to, **the credit grantor is under the obligation to submit you a written offer which includes either a period for decision (France), for validity (Belgium), or a cancellation deadline (France) or a renunciation (Belgium)** (see the pages dealing with the countries).

If, for example, you take out a *credit facility to finance a purchase*, you should be aware that the legal provisions on this matter stipulate a legal link between the two operations when they are initially undertaken, in order that :

- < you are left with the opportunity to cancel the credit agreement if you return the good or the service, or if the purchase fails to correspond to the purpose for which it was intended
- < you are under no obligation to purchase the good or service if for one reason or another credit has not been granted.

However, once the two operations have been approved and the legal deadlines expired, they become the object of separate contracts which are independent of each other, each having their rules and obligations, which means that you are obliged to repay the amounts on the due dates established.

During this period, the credit grantor has submitted you a firm offer and is bound by the latter within the limits of the legal deadline established.

That means that it has set aside a loan opportunity for you which it could use for other clients, because its overall credit activity is controlled.

Furthermore, although interests rates may undergo significant variations, the credit grantor is bound to stand by its offer if it comprises a fixed rate. Such provisions serve to protect you, while in its own way the credit institution takes a risk.

The submission of a written offer is obligatory : you must demand one, even if certain institutions may be reticent to submit it to you.

The period of reflection provides you with an opportunity to read and study the contractual clauses since the offer generally covers the terms of the contract.

Take the time to read the text and maybe have it explained to you, by the lender or an organisation providing assistance to consumers, because the contract contains provisions which concern you.

Take the time to study the guarantees demanded or those that you personally are providing if you are standing surety or if you are a co-debtor. That is, if you are affixing your signature to a commitment on behalf of a third party which commits you, under certain conditions and with a certain degree of protection, as if you personally were the debtor.

The more time you dedicate to studying the contract, the less surprises you will be faced with if difficulties were to arise.

Nevertheless, one does not always have time to study the offers.

The **guarantees** most commonly demanded by credit establishments in exchange for giving you credit, are the following :

- assignment of wages. Very common practice in certain countries, while very rare in others. In the former case, a documents is presented as an integral part of the contract and means that the borrowers agrees to a portion of his wages being seized by the lender in case of a default on payments.

- co-signature by a third party, spouse or other, who becomes a co-debtor and is able to take action against you, in the event of payment made in your place.
- surety demanded from a third person. In most of the countries, the legal provisions apply to and protect both the person standing surety and the borrower. The person standing surety has the right to receive the offer or the contract and benefits from specific protection.
- a pledge on good, for example when purchasing a car. The provisions in this matter stipulate the signing and depositing of legal certificates. More often demanded and stipulated is access to the credit balances or assets (savings accounts, shares, etc.) on the balance sheets of the bank.

In general terms, you should be aware that when in debt liability for repayment covers the whole of your earnings and belongings and possibly those of your spouse, depending on the marriage contract, within the limits of the goods and earnings threshold deemed unseizable and defined by the law. At the same time, certain countries have introduced specific provisions into their legislation for people who are no longer able, for whatever reason, to honour their debts.

3. Acceptance of the contract.

The text must contain certain references in compliance with the law, stating the presumption that the borrower possesses all the information required to understand and manage the commitment undertaken.

The contract must, in particular, make reference to the effective rate of the loan : this rate which varies in name and in content from one country to the next must enable you to make a comparison within the same territory of the offers of different organisations. Be aware of the aspects to determine such.

Most credit institutions in the majority of countries ask for hand written references which precede your signature. Such references are established by the law, and are aimed at drawing your attention to the commitment that you are undertaking. Nevertheless, it is in your interest to ask for an explanation of the purpose of each of the signatures which you are asked to give, especially to fully distinguish between that which relates to the credit agreement and another undertaking, such as an assignment of wages, for example.

The law establishes a period of cancellation (France) or renunciation (Belgium) of the contract. Be aware of how it works, particularly if you are required to act, you should know what to do and how to do it.

You should also be aware that credit institutions in certain countries transfer the funds before the above period has expired. If you want to renounce the debt, you must ensure that you are able to repay it in full, and within the briefest time span possible.

4. The life of a contract

a) information provided during the life of the contract

Legal provisions generally only cover information on changes in the debt interest in the case of overdrafts, credit arrangements or variable rate credit. A rate may not be applied before you are informed of it : you have the right to contest it.

In practice most institutions provide you with a depreciation table in the case of loans with known rates and due dates, then send you account statements on a regular basis.

Do not hesitate to ask for an explanation of the permanent credit statements and the methods of calculating the rates, costs and charges.

b) redemption before due date

The law in every country provides for the possibility of redeeming a debt before the due date. This possibility is systematic and cost free in the case of overdrafts and permanent or revolving credit, but is more restrictive in the case of other products. The costs and the methods vary considerably from one country to the other (see tables dedicated to the countries).

c) dealing with temporary difficulties

Financial difficulties can affect anyone and it is in the interest of the credit grantor itself to help you to resolve them, as debt collection proceedings taken out against you, whether settled in court or amiably, cost it dearly and it also runs the risk of losing your custom.

Take the initiative and contact your credit grantor !

All the institutions are organised in such a way as to find negotiated solutions to problems. Their representatives will offer you solutions. *Taking the initiative could save you from the deduction of charges (follow-up charges, interest on arrears) and the unpleasantness of receiving a follow-up letter of varying severity.*

You should be aware that if you do not do anything, and let a due date go by without payment you will receive a *follow-up letter anything between one week and one month later*, claiming the arrears on the interest built up over that period calculated at a different, higher rate than the normal interest on the operation. Furthermore, in the case of monthly payments, you will not only be asked for the overdue payment and the charged on it, but also the next due payment, which mean that there is every chance of worsening your financial situation.

It is often common practice for certain lenders to provide the opportunity of putting off a due payment without costs or consequences during the life of a credit agreement. Ask for the details !

d) dealing with a longer-term difficulty

- Debt collection and legal proceedings in the case of disputes take on different forms. It can happen to anyone, however, to find oneself no longer able to repay one's debts.
- Some countries have adopted provisions to assist overindebted people, but the conditions vary enormously.
- All the countries have different organisations which can help you to understand and compare offers, as well as assisting you when faced with difficulties. Do not hesitate to contact them. Certain consumer organisations are particularly well equipped and specialised in these areas and may provide you with legal services and will either ask you to pay a fee or will invoice you for the aid provided. In certain countries other organisations providing specialist help in the area of debt exist alongside such consumer organisations.

3. Taking out credit in a country

The principle data regarding the information, the offers, the agreements and the life of contracts in each of the countries

Prior information	GERMANY	BELGIUM	SPAIN	FRANCE	UNITED KINGDOM
Minimum details, always including the effective rate	Minimum details in the offer are those foreseen in the contract (see following pages)	No laws concerning offers except the obligation to provide them free of charge. The banker may have to accept liability if credit is granted unduly	Submittal of a written offer including legal references and all the terms of the credit agreement	Two copies of offer submitted and must comply with legal standard contracts (there are nine)	A lender must submit a written offer on request. Texts are free of charge.
Files	There is a positive file, recording all financial obligations : la Schufa. Consultation of it is not obligatory, but all the organisations consult it. Another file has recently been introduced : also positive.	In Belgium there are only files which record defaults (negative files). One is held by the Banque Nationale de Belgique and the other by the Union Professionnelle du Crédit . Certain organisations have insurance coverage for the credit facilities they grant. They have additional access to the files of their credit insurers. Consultation of the files by credit institutions is obligatory.	There is a positive file held by the National Bank of Spain : le CRI (Centro de informacion sobre el riesgo), but it only applies to large sums of money (1 million ptas). There are also two negative files, one held by the ASNEF (Asociacion Nacional de Entidades de Financiacion) : Equinax, and the other held by the ABE (Asociacion Espanola de Banca) : RAI (Registro de Aceptaciones Impagadas)	The is only one negative file held by the Banque de France, le FICP (Fichier National des Incidents de Remboursement des Crédits aux Particuliers). Consultation is obligatory by the credit institutions.	The United Kingdom is characterised by the existence of numerous public files (the electoral role, court rulings, bankruptcy files) as well as private, which include both positive and negative information on credit and account histories.

Intermediaries : role and commission	<p>There are self-employed intermediaries.</p> <p>The commission must be set in advance and a distinction made between the commission and the expenses, for example travel expenses, which may have been incurred. The details must be stated in a contract.</p> <p><u>No commission is due if the operation does not lead to a credit agreement</u></p>	<p>There are <u>two types of intermediaries</u> : authorised agents which act exclusively on behalf of one lender and brokers which are freelance.</p> <p>The former only submit the offers of their employer.</p> <p>The latter look into credit offers given by lenders on the request of their customers.</p> <p><u>It is forbidden for intermediaries to request commission from consumers.</u></p>	<p>There are <u>two types of intermediaries</u> : those acting exclusively on behalf of the <u>credit institution</u> which they serve and the official intermediaries of the <u>College</u>.</p> <p>The commission paid to intermediaries belonging to the College, are capped by law (0.3% of the total credit). Commission is at the expense of the consumer, but is paid by the bank which deducts it from the customer's account.</p>	<p>Intermediaries must receive a mandate or a canvassing letter from the credit grantors they work for. They are paid by the lenders.</p> <p>No payment is due until the credit facility is extended.</p> <p>Payment of an intermediary on the basis of the credit rate is forbidden.</p>	<p>Intermediaries must hold a licence issued for a period of 5 years by the Office of Fair Trading</p> <p>The main intermediaries are :</p> <ul style="list-style-type: none"> - distributors selling credits - exclusive mandatories acting on behalf of the lenders - the commission is paid by the lender. If paid by the consumer they must be included on the real rate calculation.
Further information to be obtained from whom or which specialist magazines	<p>Verbrauche Zentrale and particularly those of Hamburg and Düsseldorf</p> <p>Finanztest magazine published by the Warrantest group.</p> <p>Institut Für</p>	<p>Consumer groups</p> <p>CRIOC</p> <p>Test Achat</p> <p>Budget et Droit</p>	<p>OCU</p> <p>ADICAE</p> <p>Dinero y Derecho</p> <p>Impositores</p> <p>Ausbanc is not a consumer organisation but a private company.</p>	<p>Consumer organisations</p> <p>Euro-guichets</p> <p>INC Hebdo</p> <p>Que Choisir ?</p> <p>60 millions de consommateurs</p>	<p>Consumer organisations</p> <p>Which ?</p> <p>Citizens Advice Bureau</p> <p>National Consumer Council</p>

	Finanzdienstleistungen e. V. (IFF) Euro-Info- Verbraucher e. V.			Budget et Droit	Money Advice Scotland National Debt Line
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Contractual offer	GERMANY	BELGIUM	SPAIN	FRANCE	UNITED KINGDOM
Period of reflection or period of validity	The offer is the same as the contract but with a reflection period of 7 days which do not accumulate with that of the contract itself.	15 days excepting hire-purchase agreements and credit arrangements	10 days	15 days	The offer is valid for 5 days from the date of receipt
Setting of the usurious rate	Set by jurisprudence. Anything over double the average rate or 12% in absolute value over the average rate is considered usurious	Set by the law according to the type of product and the duration of the credit facility	Set by jurisprudence. The rate on overdrafts may be over 2.5 times the legal rate. Any rate considerably higher than the legal rate is considered usurious	Ceiling fixed periodically with the real average rate used during the previous trimester for the same operations, increased with one third.	No legal setting. The law forbids rates considered as exorbitant or contrary to normal practice. Interpretation in case law : a rate of 48%
The effective rate and its content (calculation of the rate varies from country to country. A directive foresees the harmonisation of	Includes the debt interest and the various charges linked to the credit facility, including the commission of the intermediary	Includes the debt interest, related expenses (publicity, credit insurance premiums, consultation of files, handling costs, commission paid to	Includes the debt interest, costs of setting up the credit facility, insurance premiums if a prerequisite for obtaining credit	Includes the debt interest and all costs of any nature, direct or indirect constituting an integral part of the whole amount loaned Rate at the end of the	Includes the debt interest and well as the costs and charges directly linked to the granting of the credit facility

rates)	Rate expressed as an annual percentage rate and represents the value of the net amount of the credit facility in cash	the intermediary, etc.)		term, expressed as an annual % or proportional to the rate for the period	
Guarantees	Negotiable instruments forbidden Assignment of wages Sureties, co-debtor signature, pledges	Negotiable instruments forbidden Assignment of wages Sureties, co-debtor signature, pledges	Sureties, co-debtor signature, pledges	Negotiable instruments forbidden Sureties, co-debtor signature, pledges	Negotiable instruments forbidden Sureties, co-debtor signature, pledges, mortgage

<i>The contract (must always be in writing)</i>	GERMANY	BELGIUM	SPAIN	FRANCE	UNITED KINGDOM
Obligatory references to be made in the document	Obligatory references stipulated by the law	Legal references identical to those in the offer	Obligatory references stipulated by the law	Contract compliant with official model contracts	Contract compliant with the law but with a degree of liberty
Signatures and hand written references	If the contract is automated ??, the lender is not required to sign it	Signature and hand written references by the consumer concerning the amount	Signature obligatory to validate contract	Hand written signature preceded by a specific reference to the surety	The agreement has to be signed by the lender and by the borrower or their representatives.
Conditions for validity of a contract	It must contain the references stipulated by the law according to the type of credit	Signing of the contract and the deadline for the period of renunciation	Signature	Acceptance of the offer signed and deadline for the period of retraction	To contain all the definitions of the agreement and to be legal.
Period of retraction or renunciation	7 days, save for mortgages, legally drawn up credit and overdrafts. If the contract does not contain all the appropriate references and is not signed, it is valid for one year	7 working days as of the signing of the contract, save hire-purchase sales and leasings. 7 days if the contract is signed outside of the office of the lender	No legally established period. A contractual period of three days or more, by mutual agreement, may be stipulated	7 days as of the receipt of the offer or the approval of the borrower or acceptance of the offer (mentioned in the contract)	5 days dating from receipt of the offer
Redemption before due date	Different cases : in the case of a fixed rate	Possible for all types of credit : no charges	Possible at any time by means of a	The debt may be redeemed, on the	Possible at any time. Discount is calculated

	after a certain period, at any time in the case of a variable rate. The banker must not profit and the corresponding charges and interest should be deducted from the loan.	in the case of ODC, ?? otherwise, the right to a reduction of at least 75% of the cost of the repayment. Partial repayment may be subjected to higher charges.	payment of 1.5% of the amount repaid in the case of a variable rate loan and three percent for a fixed rate loan, plus charges for the cancellation of negotiable instruments where applicable	borrower's initiative, partially (minimum amount applicable) or totally, without compensation.	by the lender.
Requisites for modifying the contract	Forbidden without written agreement of the parties	Forbidden without written agreement of the parties	Forbidden without written agreement of the parties	Forbidden without written agreement of the parties	Forbidden without written agreement of the parties

<i>Life of the contract</i>	GERMANY	BELGIUM	SPAIN	FRANCE	UNITED KINGDOM
Information throughout the duration of the credit facility	Account statement	Account statement including credit deducted, payments made, interest and charges due	Account statement Modification of charges	Monthly account statement including credit deducted, payments made, interest and charges due Modification of charges	Regular statements Response to all requests for information by the customer
The modification of rates on variable rate loans	Announced in writing and the new rate can not be applied before it has been reported to the customer	Announced in writing and the new rate cannot be applied before it has been reported to the customer	Announced in writing and the new rate cannot be applied before it has been reported to the customer	Announced in writing and the new rate cannot be applied before it has been reported to the customer and accepted by the borrower	Announced in writing and the new rate cannot be applied before it has been reported to the customer
Dealing with temporary difficulties	Contact the lender to seek an amiable solution If the lender reacts to a default on a payment, charges will be applied. An amiable solution is always sought	Contact the lender to seek an amiable solution If the lender reacts to a default on a payment, charges will be applied. An amiable solution is always sought	Contact the lender to seek an amiable solution If the lender reacts to a default on a payment, charges will be applied. An amiable solution is always sought	Contact the lender to seek an amiable solution If the lender reacts to a default on a payment, charges will be applied. An amiable solution is always sought There are products which make explicit	Contact the lender to seek an amiable solution The law gives free reign to clauses regarding default. Certain contracts stipulate that a single late payment is suffice to constitute a breach of the contract. Take urgent measures in

				provisions for postponing a due date at the end of the contract	case of temporary difficulties
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4. Going from one country to another

The single market provides credit institutions based in one country the possibility of offering their services throughout all the countries of the Union, within the framework of a provision known as the "free movement of services", established by European law.

Furthermore, the conventions of private international law, namely the Brussels Convention and the Rome Convention, govern the question of determining the law enforceable in the case of contracts entered into with consumers, that is, people acting outside the realm of professional activity.

Determining the law to be enforced in the case of a dispute arising from a credit agreement is of prime importance since, as we have just seen, legislation varies from country to country and the consumer is generally most familiar with the normal practice in his own country.

Accordingly, *the two conventions mentioned above stipulate that if the contract entered into is preceded by a proposal or an advertisement received at the residence of the consumer, then the law which applies is that of the consumer's habitual residence, unless otherwise agreed by the parties. This situation is, as a general rule, the most favourable.*

Given these conditions, if you sign a contract with a credit institution in another country **keep all traces of such advertisements or proposals until the termination of the credit agreement.**

It may also arise, however, that it is you who have taken the initiative and that you have chosen to contact a lender in another country. It would be wise in this case to pay special attention to the chief differences between your country of residence and that with which you are carrying out the credit operation.

<i>If you come from :</i>	and go to =>	BELGIUM	SPAIN	FRANCE	UNITED KINGDOM
GERMANY		<p>You will find more formalities, including in the case of a legal dispute</p> <p>Your rights are guaranteed by longer periods (validity and renunciation) and more precise provisions and information.</p> <p>There are only negative files</p> <p>You may be faced with intermediaries who omit to give you or ask you for information, but under no circumstances should you pay them</p> <p>You will not be surprised by the request regarding the assignment of wages as a guarantee</p> <p>You will be offered credit facilities with greater ease, but overdrafts equal to three month's wages are less systematic, like the depositing organisations</p> <p>The rates are capped by the law</p>	<p>You will find less protection in certain areas : negotiable instruments to guarantee credit, contracts which cannot be pulled out of, obscure contracts, link between credit and purchase, while you will find more in others : longer period of validity, more ease in redemption before due date</p> <p>You may be advised by official intermediaries. The commission is at your expense but paid by the lender and deducted from the loan granted.</p> <p>In the case of hire purchase you are less protected in the event of legal action</p> <p>Consumer organisations specialising in financial services are generally less well equipped and less efficient.</p> <p>Financial organisations are most often available at the point of sale</p> <p>There are only negative files save when the operation exceeds 1 million pesetas</p>	<p>You will find more formalities, including in the case of a legal dispute</p> <p>Your rights are guaranteed by longer periods. Documents are more precise. Several consumer organisations specialise in credit and you will find euro-guichets</p> <p>There are only negative files</p> <p>Dealings with intermediaries are rare</p> <p>You will not be able to make a direct comparison between the effective rate in your country and Germany, the methods of calculation are different. Usurious rates are capped by the law.</p> <p>You will not be asked to approve the assignment of your wage to secure credit</p> <p>You will find it easier to redeem your debt before the due date which is without compensation and can be done at any time</p>	<p>You will find that there is greater freedom in the practices of the lender or the intermediaries</p> <p>The lenders consult a large number of positive public and private files</p> <p>Credit institutions are bound by codes of good conduct rather than restrictive legislation</p> <p>You will obtain credit more easily even if you have financial difficulties, but it may be at a very high cost as there is no strict definition of exorbitant rates</p> <p>Redemption before due date is possible at any time by means of a discount</p>
The method of calculating the effective rate is specific to Germany and cannot be directly compared with the other countries					

<i>If you come from :</i>	and go to =>	GERMANY	SPAIN	FRANCE	UNITED KINGDOM
BELGIUM		<p>There is a positive file consulted before the making of an offer</p> <p>The validity and renunciation period is shorter</p> <p>Consumer organisations keep a close check on credit institutions and have powerful and efficient means of exerting pressure</p> <p>They are independent, subsidised by the States and will invoice you for their advice</p> <p>You will find intermediaries with whom a written contract must be drawn up</p> <p>You only have to pay them if you have obtained credit but may have to reimburse their expenses</p> <p>You will find it less easy to redeem your debt before the due date ; it may cost you less</p> <p>Lenders are less inclined to offer you credit arrangements and offer more overdrafts</p>	<p>You will find official intermediaries offering more guarantees and advice</p> <p>The validity periods are shorter and the contract may not offer any possibility of cancellation.</p> <p>The texts are more obscure</p> <p>You will not be asked for access to your wages as a guarantee but may be asked for negotiable instruments</p> <p>You will also find Test Achat but consumer organisations are generally less specialised in financial services and less equipped to advise you or defend you</p> <p>There are less financial organisations lending direct, they are more often found in sales outlets</p> <p>You are less protected in the case of hire purchase</p>	<p>There are generally many similarities in practices between France and Belgium, however, consumer credit is even more codified in France. Standard contracts are set out by the administration.</p> <p>Lending organisations will not ask for the assignment of your wage to guarantee a loan.</p> <p>You will not find intermediaries</p> <p>Consumer organisations are greater in number and several specialise in financial services.</p> <p>You will also find local editions of Test Achat</p>	<p>You will find that there is greater freedom in the practices of the lender or the intermediaries</p> <p>The lenders consult a large number of positive public and private files</p> <p>Credit institutions are bound by codes of good conduct rather than restrictive legislation</p> <p>You will obtain credit more easily even if you have financial difficulties, but it may be at a very high cost as there is no legal cap on rates.</p> <p>Lending organisations will not ask for the assignment of your wage to guarantee a loan.</p> <p>The period of reflection is slightly shorter</p> <p>As a general rule the legal provisions provide less direct protection.</p> <p>The consumer organisations are competent as to the financial and credit matters</p>
Credit insurers are specific to Belgium and are not found in any of the countries opposite					

<i>If you come from :</i>	and go to =>	GERMANY	BELGIUM	FRANCE	UNITED KINGDOM
SPAIN		<p>Although the period of reflection is shorter, there is more protection for the customer.</p> <p>Consumer organisations keep a close check on credit institutions and have powerful and efficient means of exerting pressure</p> <p>They are independent, subsidised by the States and will invoice you for their advice</p> <p>The lenders demand an assignment of wages to guarantee the loan and consult a positive file before making any offer</p> <p>The contract does not have to be signed by the lender if it is automated</p> <p>There are restrictions on redemption before the due date of a fixed rate loan</p> <p>Should you have a complaint to lodge, you cannot contact the administration, but the consumer movement and the courts</p>	<p>The periods of reflection and renunciation are longer. The banker accepts liability if credit is unduly granted.</p> <p>There is less protection of consumer rights than in Belgium in general</p> <p>Some consumer organisations specialise in financial services and give specialist information and advice</p> <p>The effective rates are capped by the law</p> <p>Credit is easier to find, specialised lenders offer their products directly</p> <p>They ask for the assignment of your wage as security for the loan</p> <p>It is forbidden for a customer to pay an intermediary</p> <p>They are not approved by the administration and may provide you with misleading information</p>	<p>The periods of reflection and renunciation are longer.</p> <p>France generally provides greater protection for consumer rights and as the law is old (1978) the practices are well tuned in. Model standard contracts established by the law and used when making offers</p> <p>Intermediaries are very rare and their commission depends on the lender.</p> <p>The periods of reflection and renunciation are longer. Redemption before due can be done at any time without compensation</p> <p>Consumer organisations are greater in number and several specialise in financial services.</p> <p>You will also find local editions of Test Achat</p> <p>You will be better protected in the case of credit linked to a purchase</p>	<p>You will find that there is greater freedom in the practices of the lender or the intermediaries</p> <p>The lenders consult a large number of positive public and private files</p> <p>Credit institutions are bound by codes of good conduct rather than restrictive legislation</p> <p>You will obtain credit more easily even if you have financial difficulties, but it may be at a very high cost as there is no legal cap on rates</p> <p>Consumer credit is highly developed in the United Kingdom and is common practice</p>
No other country featured	opposite authorises the use of negotiable instruments (bills of exchange, promissory notes, cheques) as security against a loan				

<i>If you come from :</i>	and go to =>	GERMANY	BELGIUM	SPAIN	UNITED KINGDOM
FRANCE		<p>There is less legislation and the period of reflection and renunciation is shorter</p> <p>All lenders first consult a positive file and ask for the assignment of your wage as security for the loan</p> <p>There are intermediaries who are paid by the customer, subject to the signing of a credit agreement. The commission only has to be paid if credit is extended</p> <p>Consumer organisations keep a close check on credit institutions and have powerful and efficient means of exerting pressure</p> <p>They are independent, subsidised by the States and will invoice you for serviced provided</p> <p>There is no administration with which you can lodge complaints</p> <p>There are more restrictions on redemption before the due date of a fixed rate loan</p>	<p>The situation is very similar in Belgium, but there is slightly less codification of practises</p> <p>The lenders ask for the assignment of your wage as security for the loan</p> <p>There are intermediaries which the client is forbidden to pay. They are not approved by the administration and may provide you with misleading information</p> <p>Redemption before due date is more costly in Belgium and may pose problems if it is a partial redemption</p>	<p>The use of credit is less codified, the periods of reflection shorter, and no period of renunciation. The practices are much more recent than in France and recourse to credit less developed.</p> <p>Lenders can ask for negotiable instruments as security for the loans</p> <p>You may be efficiently advised by the official intermediaries. Their payment is at your expense (included in the credit)</p> <p>You are less protected in the case of hire purchase</p> <p>There is less consumer protection.</p> <p>Consumer organisations specialising in financial services are generally less well equipped and less efficient.</p> <p>Financial organisations are most often available at the point of sale</p>	<p>You will find that there is greater freedom in the practices of the lender or the intermediaries</p> <p>The lenders consult a large number of positive public and private files</p> <p>Credit institutions are bound by codes of good conduct rather than restrictive legislation</p> <p>You will obtain credit more easily even if you have financial difficulties, but it may be at a very high cost as there is no legal cap on rates.</p> <p>The period of reflection is slightly shorter</p> <p>As a general rule the legal provisions provide less direct protection</p>
The method of calculating the effective rate is very different in France and cannot be compared directly with all the countries					
Redemption before due date without compensation is specific to France					

<i>If you come from :</i>	and go to =>	GERMANY	BELGIUM	SPAIN	FRANCE
UNITED KINGDOM		<p>There are intermediaries who are paid by the customer, subject to the signing of a credit agreement. The commission only has to be paid if credit is extended</p> <p>There is a main positive file known as la Schufa consulted by all lenders</p> <p>Consumer organisations keep a close check on credit institutions and have powerful and efficient means of exerting pressure</p> <p>They are independent, subsidised by the States and will invoice you for the services provided</p> <p>There is no administration with which you can lodge complaints</p> <p>There are more restrictions on redemption before the due date of a fixed rate loan</p>	<p>You will find more formalities, including in the case of a legal dispute</p> <p>Your rights are guaranteed by longer periods (validity and renunciation) and more precise provisions and information.</p> <p>There are only negative files</p> <p>You may be faced with intermediaries who omit to give you or ask you for information, but under no circumstances should you pay them</p> <p>You will not be surprised by the request regarding the assignment of wages as a guarantee</p> <p>You will be offered credit arrangements with greater ease, but overdrafts equal to three month's wages are less systematic</p> <p>The rates are capped by the law</p>	<p>You will find more formalities, including in the case of a legal dispute</p> <p>Your rights are guaranteed by longer periods (validity and renunciation) and more precise provisions and information.</p> <p>There are only negative files</p> <p>You may be faced with intermediaries who omit to give you or ask you for information, but under no circumstances should you pay them</p> <p>You will not be surprised by the request regarding the assignment of wages as a guarantee</p> <p>You will be offered credit arrangements with greater ease, but overdrafts equal to three month's wages are less systematic</p> <p>The rates are capped by the law</p>	<p>You will find more formalities, including in the case of a legal dispute</p> <p>You will find more formalities, including in the case of a legal dispute</p> <p>Your rights are guaranteed by longer periods. Documents are more precise. Several consumer organisations specialise in credit and you will find Euro-guichets</p> <p>There are only negative files</p> <p>Dealings with intermediaries are rare</p> <p>You will be not able to make a direct comparison between the effective rate in your country and Germany, ?? the methods of calculation are different.</p> <p>Usurious rates are capped by the law.</p>

5. Dealing with problems

There are several stages to dealing with problems.

The first, as we have seen, is to contact the credit grantor and seek an amiable solution with a commercial representative. Most problems are resolved in this way.

Yet, it may be that this does not suffice. Several options are open to you which make up a number of stages.

The first step is to take the case to the *customer service* department of the credit institution.

If that does not suffice or you require a more detailed decision, you may contact *the establishment's arbitration board* or *the arbitration board linked to the profession*, that is, the organisation representing the profession.

In France, the establishments bearing the certificate of quality are bound by the related convention which foresees recourse to a *specific arbitrator*, the decision of which they undertake to respect.

In certain countries *public administration services* receive and deal with complaints or requests for information. Such services are generally to be found in the Ministry of Finance (Belgium), at the DGCCRF (in France) or at the Central Bank (Spain).

There are *consumer organisations in all the countries*, which provide information, advice, and legal assistance in case of difficulties. Some are entirely free of charge, others simply ask for a subscription fee, while others only provide services against payment. In certain countries such associations may assist consumers fighting court cases or may guide them towards such assistance. *Organisations specialising* specifically in the assistance of indebted people can also be found in certain countries.

Some countries have arranged *legal recourse* to enable the *parties to reach an out-of-court settlement* with a magistrate.

In the event that all of the above solutions fail, the *judicial stage* remains, in which event the case is taken to court or submitted to the provisions for overindebtedness. People in great difficulty may have access to *legal aid*.

Provisions to deal with overindebtedness exist in Germany (introduced in 1999), Belgium (introduced in 1999), France (introduced in 1989) and the United Kingdom (introduced in 1986).

The legal procedures and the ways of dealing with overindebtedness differ from country to country. It is not the purpose of this guide to give specific details but to point out the existence of these differences.

In each country there are provisions to get access to the legal system that can be called upon by the magistrates, organisations or persons asked for assistance.

The legislation protects people by guaranteeing a minimum of personal properties and income that is considered to be undistrainable.

The easing up on the access to credit and the economic difficulties have contributed to the fact that thousands of people in each and every country face excessive indebtedness.

Who to contact in Germany ?

Euro-Info Verbraucher e. V.
Kinzigstrasse 5
D-77694 Kehl

Verbraucherzentrale Baden-
Württemberg e. V.
Paulinenstrasse 47
D-70178 Stuttgart
Tel : (0)711 66 910

Verbraucherzentrale Bayern e.V.
Mozartstrasse 9
D-80336 Munich
Tel : 89 53 9870

Verbraucherzentrale Berlin
Bayreuther strasse 40
D-10787 Berlin
Tel : 30 219 07 0

Verbraucherzentrale Brandenburg e.V.
Hegelaalee 6/8, Haus
D-14467 Postdam
Tel : 331 289 33 33

Verbraucherzentrale des Landes Bremen
Obernstrasse 38-42
D-28195 Bremen
Tel : 421 32 08 34

Verbraucherzentrale des Saarlandes e.V.
Hohenzollernstrasse 11
D-66117 Saarbrücken
Tel : 681 50 08 90

Verbraucherzentrale Hamburg
Kirchenallee 22
D-20099 Hamburg
Tel : 40 24 83 20

Verbraucherzentrale Mecklenburg-Vorpommern e.V.
Strandstrasse 98 PF 10.11.03
D-18055 Rostock

Verbraucherzentrale Nordrhein
Westfalen e.V.
Mintropstrasse 27
D-40215 Düsseldorf
Tel : 211 38 090

Verbraucherzentrale
Niedersachsen e.V.
Herrenstrasse 14
D-30159 Hanover

Verbraucherzentrale RheinlandPfalz
Grosse Langasse 16
D -55116 Mainz
Tel : 61 31 28 480

Verbraucherzentrale Sachsen e.V.
Bernahrd strasse 7
D-04315 Leipzig
Tel : 341 696 29 0

Verbraucherzentrale Sachsen-Anhalt
Steinbockstrasse 1
D-06108 Halle
Tel : 341 696 290

Verbraucherzentrale Schleswig-
Holstein, Bergstrasse 24
D-24103 Kiel
Tel : 431 5 12 86

Verbraucherzentrale Thüringen
Wilhelm Külz Strasse 26
D-99085 Erfurt
Tel : 361 555 140

Verbraucherzentrale Hessen
Reuterweg 51/53
D-60323 Frankfurt/main
Tel : 69 97 20 10 0

Who to contact in Belgium ?

Association des Consommateurs-
Test Achat
Rue de Hollande, 13 - 1060 Bruxelles
Tél : 02/542 34 93 Fax : 02/542 33 67

Bond van Grote en van Jonge
Gezinnen BGJG
Troonstraat, 125 - 1050 Brussel
Tél : 02/507 88 11 Fax : 02/511 90 65

Centrale Générale des Syndicats
Libéraux de Belgique CGSLB
Avenue Roi Albert, 95 - 90000 Gand
Tél : 09/222 57 51, Fax : 09/221 04 74

Centre Coopératif de la Consommation
Rue Haute, 28 - 1000 Bruxelles
Tél : 02/500 52 65, Fax : 02/502 71 61

Confédération des Syndicats Chrétiens
de Belgique CSC
Rue de la Loi, 121 - 1040 Bruxelles
Tél : 02/237 33 00,, Fax : 02/237 33 00

Les Equipes Populaires
Rue de Gembloux, 48 - 5002 Namur
Tél : 081/73 40 86, Fax : 081/74 28 33

Fédération Belge des Coopératives
FEBECOOP
Rue Haute, 28 - 1000 Bruxelles
Tél : 02/500 52 115, Fax : 02/514 54 43

Fédération Générale du Travail de
Belgique FGTB
Rue Haute, 42 - 1000 Bruxelles
Tél : 02/506 82 11, Fax : 02/506 82 29

Centre de Recherche et d'Information des Organisations de Consommateurs
CRIOC
Rue des Chevaliers 18- 1050 Bruxelles
Tél : 02/547 06 11, Fax 02/ 547 06 01
Email : crioc_oivo@skynet

Femmes Prévoyantes socialistes
Place Saint-Jean, 1-2 - 1000
Bruxelles
Tél : 02/515 04 01, Fax : 02/511 49 56

Koöperative Verbruikersbeweging
KVB
Hoogstraat, 28 - 1000 Brussel
Tél : 02/500 52 13, Fax : 02/502 71 61

Kristelijke Arbeidersvrouwenbeweging
KAV
Poststraat, 111 - 1210 Brussel
Tél : 02/220 30 11, Fax : 02/220 30 81

Kristelijke Werknemersbeweging
KWB
Lakenstraat, 76 - 1000 Brussel
Tél : 02/210 88 11, Fax : 02/210 88 00

Ligue des Familles
Rue du Trône, 127 - 1050 Bruxelles
Tél : 02/507 72 11, Fax : 02/507 72 00

Office des Pharmacies Coopératives
de Belgique OPHACO
Route de Lennik, 900 - 1070 Bruxelles
Tél : 02/529 92 40, Fax : 02/520 29 92

Socialistische Vooruitziende
Vrouwen SVV
Sint-Janstraat, 32 - 1000 Brussel
Tél : 02/515 04 44, Fax : 02/515 04 15

Vie Féminine
Rue de la Poste, 111 - 1210 Bruxelles
Tél : 02/227 13 00, Fax : 02/223 04 42

Who to contact in Spain ?

Instituto Nacional del Consumo
Príncipe de Vergara, 54
28006 Madrid
Tel : 91 431 59 81

Institut Català del Consum
Gran Vía Carles III, 105
08028 Barcelona
Tel : 93 330 98 12

Confederación Estatal de Consumidores y Usuarios
Cava Baja, 30
28005 Madrid
Tel : 91 364 02 76

Organització de Consumidors i Usuaris de Catalunya
Avda. República Argentina, 29, 1er
08023 Barcelona
Tel : 93 417 47 37

ADICAE
Pizarro, 6
50004 Zaragoza
Tel : 97 621 21 47

Organización de Consumidores y Usuarios
C/ Milán, 38
28043 Madrid

Union de Consumidores de Espana
Principe de Vergara, 17, 3ºS I. 28001 Madrid
Tel : 91 578.28.07, Fax : 91 578.21.32

Confederación Nacional de Amas de Casa y Consumidores
Castellana, 113, 4º D. 28046 Madrid
Tel : 91 555.58.11, Fax : 91 597.24.50

Agencia d'Informació Europea Sobre Consum
Gran Via Carles III, 105 lletra 1
08028 Barcelona

Agencia Europea de Información al Consumidor
Calle Simón Bolívar, 27 - 1º Dpto 12
48013 Bilbao

Who to contact in France ?

<p>Association d'Education et d'Information du Consommateur de la Fédération de l'Education Nationale ADEIC-FEN 3 Rue de la Rochefoucauld - 75009 Paris, Tél : 01 44 53 73 93</p>	<p>INDECOSA-CGT Association pour l'Information et la Défense des Consommateurs Salariés 263 Rue de Paris - 93516 Montreuil cedex Tél : 01 48 51 55 03</p>
<p>Association Force Ouvrière Consommateurs - AFOC 141 Avenue du Maine - 75014 Paris Tél : 01 40 52 85 85</p>	<p>Familles de France 28 Place Saint-Georges - 75009 Paris Tél : 01 44 53 45 90</p>
<p>Association Léo-Lagrange pour la Défense des Consommateurs - ALLDC 153 Avenue Jean-Lolive - 93500 Pantin Tél : 01 48 10 65 82</p>	<p>Familles Rurales 7 Cité d'Antin - 75009 Paris Tél : 01 44 91 88 88</p>
<p>ASSECO-CFDT Association Etudes et Consommation 4 Boulevard de la Villette - 75019 Paris, Tél : 01 42 03 83 49</p>	<p>Confédération Syndicale des Familles - CSF 59 Rue Riquet - 75019 Paris Tél : 01 44 89 86 80</p>
<p>Confédération Générale du Logement - CGL 6-8 Villa Gagliardini - 75020 Paris Tél : 01 40 31 90 22</p>	<p>ORGECO - Organisation Générale des Consommateurs 16 Avenue du Chateau - 94300 Vincennes Tél : 01 49 57 93 00</p>
<p>CNAFAL - Conseil National des Associations Familiales Laïques 108 Avenue Ledru-Rollin - 75011 Paris Tél : 01 47 00 03 80</p>	<p>UFC-Que-Choisir Union Fédérale des Consommateurs - Que Choisir 11 Rue Guénot 75011 Paris Tél : 01 43 48 55 48</p>
<p>CNAFC - Confédération Nationale des Associations Familiales Catholiques 28 Place Saint-Georges - 75009 Paris Tél : 01 48 78 81 61</p>	<p>Union Féminine Civique et Sociale - UFCS 6 Rue Béranger - 75003 Paris Tél : 01 44 54 50 54</p>
<p>CNAPFS - Comité National des Associations Populaires Familiales Syndicales 59 Rue Riquet - 75019 Paris Tél : 01 44 89 86 80</p>	<p>UNAF - Union Nationale des Associations Familiales 28 Place Saint-Georges - 75009 Paris Tél : 01 49 95 36 00</p>
<p>CNL - Confédération Nationale du Logement 8 Rue Mériel - BP 119 - 93104 Montreuil Cedex - Tél : 01 48 57 04 64</p>	<p>Institut National de la Consommation - INC 80 Rue Lecourbe - 75015 Paris Tél : 01 45 66 20 20 3615 INC</p>
<p>Consommation, Logement et Cadre de Vie CLCV 13 Rue Niepce - 75014 Paris Tél : 01 56 54 32 10</p>	<p>Agence Européenne d'Information sur la Consommation AEIC - 47bis Rue Barthélémy Delespaul - 59000 Lille Tél : 03 28 82 89 00 <u>Antenne Montpellier</u> : 18 Rue Marceau, BP 2123- 34026 Montpellier Cedex 1</p>

Who to contact in United Kingdom ?

Office of Fair Trading
Field House
15-25 Breems Buildings
London EC4 1PR
Tel : 0171 211 8000
website : www.oft.gov.uk
leaflets :
PO Box 366
Hayes UB3 1XB
Tel : 0870 60 60 321

National Association of Citizens Advice Bureaux
Myddleton House
115-123 Pentoville Road
London N1 9LZ
Tel : 0171 833 2181
website : www.nacab.org.uk

Federation of Independant Advice Centres
4 Deans Court
St Pauls Churchyard
London EC4V 5AA
Tel : 0171 489 1800

General Consumer Council for Northern Ireland
Elizabeth House
116 Holywood Road
Belfast BT4 1NY

Consumers in Europe Group
20 Grosvenor Gardens
London SW1W 0DH

Consumer's Association
2 Marylebone Road
London NW1 4DF
National Federation of Consumer Groups
13 Robby Lea Drive
Kendal Cumbria LA9 7QR

Money Advice Association
1st Floor, Gresham House
24 Holborn Viaduct
London EC1A 2BN
Tel : 01 71 236 3566

Money Advice Scotland
Suite 306
Pentagon Centre
36 Washington Street
Glasgow G3 8AZ
Tel : 0141 572 0237

National Debtline
Birmingham Settlement
318 Summer Lane
Birmingham B19 3RL
Tel : 0121 359 8501

Banking Ombudsman
70 Grays Inn Road
London WC1X 8NB
Tel : 0171 404 99 44

Building Society Ombudsman
Millbank Tower
Millbank
London SW1P 4 XJ
Tel : 0171 921 00 44

UK Trading Standards Authorities