

## Application for Imposition of Requirements

**Wage Payment and Payday Loans Limited ("WPPL"), Interim Permission  
Reference No. 633083**

**To: The Financial Conduct Authority (the "FCA")**

**FAO: Philip Salter**

WPPL hereby applies to the Authority for the imposition of requirements on its interim permission granted to WPPL pursuant to Part 4A of the Financial Services and Market Act (as applied by article 56 of the Financial Services and Markets Act 2000 (Regulated Activities) (Amendment) (No. 2) Order 2013) set out in the Schedule below:

### SCHEDULE

1. **General**
- 1.2 This schedule sets out the terms of requirements that WPPL requests be imposed on its interim permission.
- 1.3 WPPL is a payday lender which was incorporated in 2009. WPPL have two trading names, Payday Overdraft and Dosh Loans. The firm trades from the websites [www.wagepayday.co.uk](http://www.wagepayday.co.uk), [www.madpayday.co.uk](http://www.madpayday.co.uk), [www.paydayoverdraft.co.uk](http://www.paydayoverdraft.co.uk) and [www.doshloans.com](http://www.doshloans.com).
- 1.4 Information obtained by the FCA about WPPL prior to and following a visit to the firm has given rise to serious concerns in relation to WPPL's lending and debt collection practices.
- 1.5 In particular, the FCA has concerns that WPPL's debt collection and lending practices and communications to customers are not compliant with the FCA's requirements and expectations, in that they prioritise collection of monies owed over fair treatment of its customers. It also has concerns that there are no adequate systems and controls at the firm, no appropriate oversight and governance and no written practices and procedures to ensure that it is being run in a compliant fashion.
- 1.6 Taken together, these concerns give rise to an ongoing risk to WPPL's customers and WPPL has agreed to the following requirements to mitigate that risk.
- 1.7 WPPL intends that these requirements will remain in place for such length of time as the FCA reasonably deems necessary, taking into account all relevant matters including any evidence produced by WPPL that demonstrates it has addressed all of the FCA's concerns with its business practices and is conducting its business in compliance with the FCA's rules and guidance and is treating its customers fairly.

## Requirements

- 1.8 WPPL shall not enter into new regulated credit agreements or lend additional sums pursuant to existing regulated credit agreements.
- 1.9 WPPL shall not engage in any outbound collection of any debts due to it under regulated credit agreements aside from that permitted by paragraph 1.9 below (including but not limited to outbound collection calls, postal communications, electronic communications and SMS messaging).
- 1.10 WPPL must not request a payment service provider to make a payment, under a continuous payment authority, to collect (in whole or in part) a sum due to it under regulated credit agreements if it has done so in connection with the same agreement on a previous occasion.
- 1.11 For customers who contact WPPL about repayment of monies owed and make an arrangement to pay, WPPL will maintain full records of the correspondence (be it letter, email, text message or telephone recording), which will be made available to the FCA on a regular basis with a summary of arrangements made.

Signed  .....

\_\_\_\_\_ for and on behalf of Wage Payment and Payday Loans Limited

Date 28th August 2014 Time 16:28 Extension agreed by Naomi Thomas

## Relevant FCA Handbook Definitions

### Payment Service Provider

<sup>24, 25</sup> (1) (except in *DISP*) (in accordance with regulation 2(1) of the *Payment Service Regulations*) any of the following *persons* when they carry out a *payment service*:

- (a) an *authorised payment institution*;
- (b) a *small payment institution*;
- (c) an *EEA authorised payment institution*;
- (d) a *full credit institution*;
- (e) <sup>50, 51</sup> an *electronic money issuer*; <sup>50, 51</sup>
- (f) the Post Office Limited;
- (g) the Bank of England, the European Central Bank and the national central banks of *EEA States* other than the *United Kingdom*, other than when acting in their capacity as a monetary authority or carrying out other functions of a public nature; and
- (h) government departments and local authorities, other than when carrying out functions of a public nature.

[Note: article 1(1) of the *Payment Services Directive*]

(2) (in *DISP* and *FEES 5.5*) <sup>66</sup> as in (1) but excluding a *full credit institution*

### Continuous Payment Authority

<sup>12</sup> consent given by a *customer* for a *firm* to make one or more requests to a *payment service provider* for one or more payments from the *customer's* payment account <sup>166</sup>, but excluding:

- (a) a direct debit to which the Direct Debit guarantee applies; and
- (b) separate consent given by a *customer* to a *firm*, following the making of the *credit agreement*, for the *firm* to make a single request to a *payment service provider* for one payment of a specified amount from the *customer's* payment

account<sup>166</sup> on the same day as the consent is given or on a specified day.