



At the Court at Buckingham Palace

THE 12th DAY OF NOVEMBER 2025

PRESENT,

THE KING'S MOST EXCELLENT MAJESTY
IN COUNCIL

The following report from the Committee of Council for the Affairs of Jersey and Guernsey was today read at the Board:

“In accordance with the Royal Assent to Legislation and Petitions (Bailiwick of Jersey) Order 2022 the Committee have considered a letter from the Deputy Greffier of the States of Jersey transmitting an Act passed on 9th July 2025 entitled the Financial Services (Jersey) Amendment Law 2025:

The Committee have considered the Act and have agreed to report that it may be advisable for Your Majesty to approve and ratify it.”

His Majesty, having taken the report into consideration, was pleased, by and with the advice of His Privy Council, to approve and ratify the Act (a copy of which is annexed to this Order) and to order that it, together with this Order, shall be entered on the Register of the Island of Jersey and observed accordingly. His Majesty's Officers in the Island, and all others whom it may concern, are therefore to take notice of His Majesty's Order and to proceed accordingly.

Richard Tilbrook, CVO



Jersey

FINANCIAL SERVICES (JERSEY) AMENDMENT LAW 202-

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Jersey

FINANCIAL SERVICES (JERSEY) AMENDMENT LAW 202-

A LAW to amend the [Financial Services \(Jersey\) Law 1998](#) in relation to consumer credit business.

Adopted by the States

9 July 2025

Sanctioned by Order of His Majesty in Council

[date to be inserted]

Registered by the Royal Court

[date to be inserted]

Coming into force

[date to be inserted]

THE STATES, subject to the sanction of His Most Excellent Majesty in Council, have adopted the following Law –

PART 1

[FINANCIAL SERVICES \(JERSEY\) LAW 1998](#) AMENDED

1 [Financial Services \(Jersey\) Law 1998](#) amended

This Part amends the [Financial Services \(Jersey\) Law 1998](#).

2 Article 1 (general interpretation) amended

In Article 1(1), after the definition “compliance officer” there is inserted –

“consumer credit business” has, subject to any Order under Article 4, the meaning given in Article 2(12);

3 Article 2 (“financial service business” defined) amended

(1) In Article 2(1), for “or AIF services business” there is substituted “, AIF services business or consumer credit business”.

(2) After Article 2(11) there is inserted –

(12) A person carries on consumer credit business if by way of business the person carries on an activity described in Schedule 1A, Parts 2 to 4.

4 Articles 31A and 31B inserted

After Article 31 (control of advertising) there is inserted –

31A Regulations about consumer protection

- (1) The States may make Regulations relating to consumer protection in connection with –
 - (a) wider consumer credit business; or
 - (b) consumer credit debt collection.
- (2) Regulations made under paragraph (1)(a) may include provisions that –
 - (a) require persons carrying on wider consumer credit business to take steps to satisfy themselves that consumers have legal capacity to enter into an agreement and understand the terms and conditions by which they will be bound;
 - (b) restrict or prohibit wider consumer credit business involving high-interest, short-term or unsecured lending, or involving agreements under which there are –
 - (i) high or unreasonable fees or charges, whether they are initial (such as for set-up) or ongoing;
 - (ii) high or unreasonable interest rates or penalties; or
 - (iii) changes in the level of fees, charges, interest or penalties, or some other disadvantage, if the consumer fails to repay within a certain period or in other specified circumstances;
 - (c) restrict or prohibit wider consumer credit business or advertisements relating to it by reference to –
 - (i) the annual percentage rate payable for credit; or
 - (ii) the total cost of credit;
 - (d) require the annual percentage rate payable for credit, or the total cost of credit, to be calculated in accordance with a formula or method –
 - (i) that is set and published (for example, on a website) by a person authorised by the Regulations; and
 - (ii) that may differ for different types of wider consumer credit business;
 - (e) provide for the consequences of entering into an agreement in contravention of this Law or the Regulations, including the enforceability, avoidance, modification, mitigation, disapplication or replacement of –
 - (i) the agreement; or
 - (ii) the terms and conditions of the agreement;
 - (f) provide for cooling-off periods and rights of cancellation or rescission of, or withdrawal from, agreements or offers to enter into agreements, including –
 - (i) the circumstances in which cooling-off periods and the rights apply;

- (ii) the times at or periods within which, and the form and manner in which, the rights may be exercised;
 - (iii) the giving of information as to the rights, and the times at or periods within which, and the form and manner in which, the information must be given;
 - (iv) the restitution of property and the making and recovery of payments if the rights are exercised;
 - (g) restrict or prohibit unfair terms and conditions of agreements, including providing for –
 - (i) terms and conditions that are treated as unfair, including because they cause a significant imbalance in the parties' respective rights and obligations to the detriment of the consumer;
 - (ii) the consequences of including unfair terms and conditions;
 - (iii) the enforceability, avoidance, modification, mitigation, disapplication or replacement of unfair terms and conditions;
 - (iv) the terms and conditions that must or must not be included in agreements;
 - (h) restrict or prohibit advertisements relating to wider consumer credit business, including as described in Article 31(1) and (2) (as if the advertisement were a financial service advertisement);
 - (i) restrict or prohibit unsolicited communications relating to wider consumer credit business;
 - (j) require a person to disclose certain information in relation to wider consumer credit business;
 - (k) provide for the form and manner of communications relating to wider consumer credit business;
 - (l) regulate –
 - (i) restrictions on the rights of consumers or on the liabilities of persons carrying on wider consumer credit business; and
 - (ii) notices (however communicated) that purport to restrict such rights or liabilities;
 - (m) cover secondary agreements, linked agreements and series of agreements, and take into account all terms and conditions affecting the rights, obligations and liabilities of the parties;
 - (n) give power to the Minister to make an Order that sets or changes terms and conditions that are treated as unfair, for the purposes of sub-paragraph (g)(i).
- (3) Regulations made under paragraph (1)(a) or (b) may –
 - (a) provide for any matter relating to consumer protection;
 - (b) give powers to a public authority (as defined in Article 1(1) of the [Data Protection \(Jersey\) Law 2018](#)), and provide for rights, obligations, liabilities, remedies, penalties, sanctions and other consequences, in respect of other matters provided for in the Regulations;
 - (c) create an offence for a contravention of the Regulations with a penalty no greater than level 3 on the standard scale.
- (4) In this Article –

“agreement” includes any relevant agreement or arrangement, as defined in Schedule 1A, paragraph 1;

“consumer” has the meaning given in Schedule 1A, paragraph 1;

“consumer credit debt collection” has the meaning given in Schedule 1A, paragraph 1;

“wider consumer credit business” means –

- (a) consumer credit business; and
- (b) an activity that would be consumer credit business if not for an exemption under –
 - (i) Article 3 and Schedule 2, Part 6; or
 - (ii) Article 7(2)(a)(ii) or (b) or an Order made under Article 4(1)(a).

31B Customary law preserved

This Law’s provisions about consumer protection do not affect the Court’s power under customary law to enforce the interest charged during the period of a loan only if the interest is moderate and reasonable.

5 Schedule 1A inserted

After Schedule 1 there is inserted –

SCHEDULE 1A

(Article 2(12))

CONSUMER CREDIT BUSINESS

PART 1

INTERPRETATION

1 Interpretation

In this Schedule and in Schedule 2, Part 6 –

“beneficiary”, for a trust, has the meaning given in Article 1(1) of the [Trusts \(Jersey\) Law 1984](#);

“borrower” means a consumer who receives credit under –

- (a) a consumer credit agreement;
- (b) a secured lending arrangement;
- (c) a conditional sale agreement by having goods conditionally sold to them; or
- (d) a hire-purchase agreement by having goods let to them;

“conditional sale agreement” means a conditional sale agreement, as defined in Article 1 of the [Supply of Goods and Services \(Jersey\) Law 2009](#), under which goods are conditionally sold to a consumer;

“connected person”, for an entity that is –

- (a) a company, means its officer, member (including shareholder or guarantor) or employee;
- (b) a limited liability company, means its officer, member or employee;
- (c) a partnership, means its officer or employee; or
- (d) a foundation, means –
 - (i) its officer or employee; or
 - (ii) its beneficiary or founder (as those terms are defined in Article 1(1) of the [Foundations \(Jersey\) Law 2009](#)), or a family member of either;

“consumer” means an individual who is acting for purposes wholly or mainly outside their trade, business or profession or who has no trade, business or profession;

“consumer credit agreement” –

- (a) means an agreement under which a person provides a consumer with credit of any amount for which no security is given; and
- (b) excludes –
 - (i) a specified credit arrangement; and
 - (ii) a pawnbroking arrangement;

“consumer credit debt collection” means taking steps to bring about the payment of a debt due under a relevant agreement or arrangement;

“credit” includes a cash loan and any other form of financial accommodation;

“directly solicit” means that a person brings about consumer credit business –

- (a) only because the person, or another person on their behalf –
 - (i) approaches a third person in Jersey; or
 - (ii) solicits the business from the third person in Jersey; and
- (b) not merely because of an advertisement that complied with Orders made under Article 31 and Regulations made under Article 31A (if any);

“entity” means –

- (a) a company;
- (b) a limited liability company;
- (c) a partnership (including an incorporated limited partnership, a limited liability partnership, a separate limited partnership, a limited partnership or a partnership under customary law); or
- (d) a foundation;

“family member”, of a person, means any of the following –

- (a) their spouse or civil partner;
- (b) another person with whom they live as partner in an enduring family relationship;
- (c) their child, stepchild, parent, sister, brother, grandparent, grandchild, aunt, uncle, nephew, niece or first cousin (meaning a cousin with whom they share grandparents);

“hire-purchase agreement” means a hire-purchase agreement, as defined in Article 1 of the [Supply of Goods and Services \(Jersey\) Law 2009](#), under which goods are let to a consumer;

“lender” means a person who –

- (a) provides credit under –
 - (i) a consumer credit agreement;
 - (ii) a secured lending arrangement;
 - (iii) a conditional sale agreement by conditionally selling goods to another person; or
 - (iv) a hire-purchase agreement by letting goods to another person; or
- (b) exercises, or has the right to exercise, the rights and obligations of the person who provides the credit under the agreement or arrangement;

“officer”, for an entity, has the meaning given in Article 1(1) of the [Trusts \(Jersey\) Law 1984](#);

“pawnbroking arrangement” means an arrangement in which a loan is provided to a consumer in return for the consumer pledging an object as a pawn;

“relevant agreement or arrangement” means –

- (a) a consumer credit agreement;
- (b) a secured lending arrangement; or
- (c) a specified credit arrangement;

“secured lending arrangement” –

- (a) means an arrangement that creates, or may create, security given by a consumer that is –
 - (i) for the repayment of a loan or for the performance of another obligation; and
 - (ii) against immovable property, or against shares or securities giving a right to occupy immovable property, that is the consumer’s primary residence in Jersey; and
- (b) includes any of the following that satisfy clause (a) –
 - (i) a hypothec under the [Loi \(1880\) sur la propriété foncière](#);
 - (ii) a security interest under the [Security Interests \(Jersey\) Law 2012](#);

“settlor”, for a trust, has the meaning given in Article 1(1) of the [Trusts \(Jersey\) Law 1984](#);

“specified credit arrangement” means –

- (a) a conditional sale agreement; or
- (b) a hire-purchase agreement.

PART 2**ENTERING INTO AND EXERCISING RIGHTS UNDER RELEVANT AGREEMENTS AND ARRANGEMENTS****2 Entering into relevant agreements or arrangements**

A person enters into a relevant agreement or arrangement as lender.

3 Exercising, performing or obtaining rights or obligations under relevant agreements or arrangements

- (1) A person obtains a right or obligation of the lender under a relevant agreement or arrangement.
- (2) A person exercises or performs a right or obligation of the lender under a relevant agreement or arrangement, but only so far as the activity is not consumer credit debt collection.

PART 3**ADVISING ON RELEVANT AGREEMENTS AND ARRANGEMENTS****4 Advising on relevant agreements and arrangements**

A person advises another person on the merits of –

- (a) entering into a particular relevant agreement or arrangement as borrower; or
- (b) varying the terms of their obligations as borrower under a particular relevant agreement or arrangement.

PART 4**CREDIT BROKING AND DEBT-RELATED ACTIVITIES****5 Credit broking**

- (1) A person –
 - (a) introduces another person who wishes to enter into a relevant agreement or arrangement as borrower to a third person with a view to the third person, by way of business, entering into the agreement or arrangement as lender;
 - (b) introduces another person who wishes to enter into a relevant agreement or arrangement as borrower to a third person who, by way of business, makes an introduction of the kind described in clause (a);
 - (c) presents or offers a relevant agreement or arrangement to another person with a view to the other person entering into it as borrower;

- (d) assists another person by undertaking preparatory work with a view to the other person entering into a relevant agreement or arrangement as borrower; or
 - (e) enters into a relevant agreement or arrangement on behalf of a lender.
- (2) For the purposes of sub-paragraph (1) –
- (a) it does not matter whether the agreement or arrangement is subject to the law of a jurisdiction outside Jersey; and
 - (b) a person does not carry on an activity under the sub-paragraph if they only provide details of potential lenders to another person.

6 Debt adjusting

A person, in relation to debts due under a relevant agreement or arrangement –

- (a) negotiates with the lender, on behalf of the borrower, terms for the discharge of a debt;
- (b) takes over, in return for payments by the borrower, the obligation to discharge a debt; or
- (c) carries on any similar activity concerned with the liquidation of a debt.

7 Debt counselling

A person advises a borrower about the liquidation of a debt due under a relevant agreement or arrangement.

8 Debt administration

A person takes steps –

- (a) to perform obligations under a relevant agreement or arrangement on behalf of the lender; or
- (b) to exercise or to enforce rights under a relevant agreement or arrangement on behalf of the lender, but only so far as the activity is not consumer credit debt collection.

6 Schedule 2 (exemptions) amended

In Schedule 2, at the end there is inserted –

PART 6

CONSUMER CREDIT BUSINESS

24 Advising or credit broking in newspapers etc.

- (1) A specified activity that is carried on by way of a newspaper, journal, magazine, television broadcast, teletext service or sound broadcast, or any other periodical publication, broadcast or electronic information service, if –

- (a) the principal purpose of the publication, broadcast or service, taken as a whole and including any advertisements contained in it, is not the carrying on of the activity; or
- (b) the publisher, broadcaster, provider or producer of the publication, broadcast or service does not derive any direct benefit from any business resulting from the activity.

(2) A specified activity is –

- (a) advising, as described in Schedule 1A, paragraph 4;
- (b) introducing, as described in Schedule 1A, paragraph 5(1)(a) and (b); or
- (c) presenting or offering a relevant agreement or arrangement, as described in Schedule 1A, paragraph 5(1)(c).

25 Advising in the course of a business or profession (other than financial service business)

(1) Advising of the kind described in Schedule 1A, paragraph 4, that –

- (a) is done in the course of carrying on a business or profession that does not otherwise constitute financial service business;
- (b) may reasonably be regarded as a necessary part of other services provided in the course of that business or profession; and
- (c) is not remunerated in addition to the adviser's remuneration for the other services.

(2) In this paragraph, remuneration is not additional merely because it is calculated by reference to time spent.

26 Activities of members of the legal profession etc.

The carrying on of an activity described in Schedule 1A, paragraphs 4 to 8, by –

- (a) a person acting in their capacity as a practising lawyer (as defined in paragraph 20(2)); or
- (b) a person working under the supervision of a person described in clause (a).

27 Activities of liquidators

The carrying on of an activity described in Schedule 1A, paragraphs 4 to 8, by a person –

- (a) acting as a liquidator under the [Bankruptcy \(Désastre\) \(Jersey\) Law 1990](#) or the [Companies \(Jersey\) Law 1991](#) or otherwise;
- (b) acting in a capacity similar to a liquidator, whether in Jersey or elsewhere; or
- (c) acting in reasonable contemplation of their appointment as a liquidator or person acting in a similar capacity.

28 Activities of certain persons in United Kingdom or Guernsey

The carrying on of consumer credit business if –

- (a) the business is done –
 - (i) by a person from their place of business in the United Kingdom or the Bailiwick of Guernsey; and
 - (ii) with a borrower in Jersey; and
- (b) the person is supervised for carrying on that type of consumer credit business, and by a relevant supervisory authority, in the United Kingdom or the Bailiwick of Guernsey.

29 Activities of certain overseas persons

(1) The carrying on of consumer credit business that –

- (a) is done by an overseas person from their place of business in a territory other than the United Kingdom or the Bailiwick of Guernsey;
- (b) is done with a borrower in Jersey; and
- (c) satisfies sub-paragraph (2).

(2) The consumer credit business satisfies this sub-paragraph if –

- (a) the overseas person does not directly solicit it; or
- (b) the overseas person directly solicits it but another person in Jersey, by way of business, gives to the borrower advice of the kind described in Schedule 1A, paragraph 4, about the particular relevant agreement or arrangement.

(3) In this paragraph, “overseas person” means a person who –

- (a) has no place of business in Jersey from which they carry on consumer credit business in or from Jersey; and
- (b) is not –
 - (i) a company incorporated in Jersey; or
 - (ii) a limited liability company registered in Jersey.

30 Activities in relation to family members

The carrying on of consumer credit business by a person with a borrower who is their family member.

31 Activities of trustees and trust entities and their officers

(1) The carrying on of consumer credit business by a trustee who –

- (a) is acting in administering the trust and for the purposes of the trust; and
- (b) does not directly solicit, and does not hold themselves out as a provider of, what would be consumer credit business if not for the exemption in this paragraph.

(2) The carrying on of consumer credit business by a trust entity or its officer in relation to –

- (a) a beneficiary or settlor of the trust, or a family member of either; or

- (b) a connected person of the trust entity or of another trust entity of the trust.
- (3) In this paragraph, “trust entity”, for a trust, means an entity that is all or part of its trust property.

32 Activities in relation to lending by entities to connected persons

The carrying on of consumer credit business by an entity or its officer in relation to credit given by the entity to a connected person who did not become a connected person only to obtain the credit.

33 Activities of private lenders

- (1) The entry into a relevant agreement or arrangement as lender, as described in Schedule 1A, paragraph 2, by a private lender.
- (2) In this paragraph –
 - “private lender” means any lender whose relevant credit, at all times –
 - (a) totals £5,000,000 or less; and
 - (b) is given to 10 or fewer consumers;
 - “relevant credit” means credit given under relevant agreements or arrangements but not given to the following –
 - (a) family members of the lender;
 - (b) beneficiaries or settlors of a trust of which the lender is a trustee, or family members of the beneficiaries or settlors; or
 - (c) connected persons of the lender.

34 Activities in relation to certain high net worth individuals

- (1) The carrying on of consumer credit business in relation to a relevant agreement or arrangement for which a high net worth individual –
 - (a) is the borrower; and
 - (b) has opted out.
- (2) A “high net worth individual” means an individual who had, in the calendar year before the year in which they enter into –
 - (a) the relevant consumer credit agreement or specified credit arrangement –
 - (i) net income of £150,000 or more; or
 - (ii) net assets worth £500,000 or more throughout the year; or
 - (b) the relevant secured lending arrangement –
 - (i) net income of £300,000 or more; or
 - (ii) net assets worth £3,000,000 or more throughout the year.
- (3) The “net assets” of a high net worth individual exclude –
 - (a) their primary residence and any loan secured against it; and
 - (b) any benefits (such as a pension or lump sum) payable if their employment ends.

- (4) Otherwise, and for clarity, the individual's net income and net assets are assessed from all of their net income and net assets (not only those in Jersey).
- (5) A high net worth individual has opted out in respect of a relevant agreement or arrangement if –
 - (a) the lender has satisfied the lender's conditions; and
 - (b) the individual has satisfied the individual's condition.
- (6) The lender's first condition is that, before the individual enters into the relevant agreement or arrangement, the lender must confirm that the individual had, in the previous calendar year, the net income or net assets to qualify as a high net worth individual.
- (7) The individual's condition is that, before the individual enters into the relevant agreement or arrangement, the individual must sign a written statement that –
 - (a) describes the agreement or arrangement and declares that they agree that –
 - (i) no person's activities in relation to the agreement or arrangement will count as consumer credit business; and
 - (ii) the individual's only protections or remedies under this Law, in relation to the agreement or arrangement, will be those provided by Regulations relating to consumer protection made under Article 31A; and
 - (b) is in the form approved by an authorised officer of an administration of the States for which the Minister is assigned responsibility.
- (8) The lender's second condition is that the lender must hold a copy of the individual's signed written statement.

35 Activities of insurance companies and intermediaries

The carrying on of consumer credit business in relation to both –

- (a) a contract of insurance of an insurance company that carries on long-term business or general business as defined in the [Insurance Business \(Jersey\) Law 1996](#); and
- (b) an arrangement for credit to pay instalments on any amounts owing under the contract of insurance.

36 Activities relating to hire-purchase agreements for equipment used in supply of essential and telecommunication services

- (1) The carrying on of consumer credit business in relation to a hire-purchase agreement if –
 - (a) the lender is a body corporate that is authorised by or under an enactment to supply –
 - (i) gas, electricity or water; or
 - (ii) telecommunication services; and
 - (b) the subject of the agreement is the following equipment that is used, or is to be used, in connection with the relevant supply –
 - (i) a meter or metering equipment for gas, electricity or water; or

- (ii) any equipment for telecommunication services.
- (2) In this paragraph, “telecommunication service” has the meaning given in Article 1(1) of the [Telecommunications \(Jersey\) Law 2002](#).

7 Schedule 5 (transitional provisions) amended

In Schedule 5, after paragraph 4 there is inserted –

5 Interpretation: consumer credit business

In paragraphs 6 and 7, “commencement” means the time at which those paragraphs come into force.

6 No consumer credit business if agreement or arrangement entered into, or activity carried on, before commencement

- (1) If a person carries on an activity described in Schedule 1A, Parts 2 to 4, and, in order to satisfy the description –
 - (a) the activity must be carried on in relation to an agreement or arrangement that had already been entered into, the person does not carry on consumer credit business if the agreement or arrangement was entered into before commencement; or
 - (b) the activity need not be carried on in relation to an agreement or arrangement that had already been entered into, the person does not carry on consumer credit business if they carry on the activity only before commencement.
- (2) This paragraph overrides Article 2(12).

7 Initial protection of persons carrying on consumer credit business

- (1) An existing operator or a new operator is protected during the period starting on commencement and ending –
 - (a) on the day that their application for registration is finally determined (including on appeal) or is withdrawn, if they apply to be registered for their consumer credit business within 6 months after commencement or by any later deadline specified for them; or
 - (b) 12 months after commencement, or at any later time specified for them, if they are an existing operator that stops carrying on consumer credit business by then.
- (2) The Commission may, on application, give written notice to a person specifying –
 - (a) a later deadline for the purposes of sub-paragraph (1)(a) (deadline for registration) that is 12 months or less after commencement; or
 - (b) a later time for the purposes of sub-paragraph (1)(b) (extension of protected period).
- (3) The Commission may specify a later deadline or time only if it is satisfied that the later deadline or time is justified by exceptional circumstances.

- (4) This Law is modified as follows in respect of a person who applies for registration by the deadline under sub-paragraph (1)(a) –
 - (a) a reference to the period during which a person is registered is taken to be a reference to the period –
 - (i) starting on the date of the application; and
 - (ii) ending on the date on which the application is finally determined (including on appeal) or is withdrawn;
 - (b) a reference to the terms of a registration is taken to be a reference to the terms of the application; and
 - (c) a reference in Article 11 to the Commission, acting under Article 9, revoking a registration is taken to be a reference to the Commission refusing an application under Article 9.
- (5) In this paragraph –
 - “existing operator” means a person who carried on consumer credit business, or an activity that would have been consumer credit business if not for paragraph 6, at any time during the 12 months immediately before commencement;
 - “new operator” means a person who first carried on consumer credit business, or an activity that would have been consumer credit business if not for paragraph 6, at any time during the 12 months starting on commencement;
 - “protected” means that a person’s conduct in carrying on consumer credit business during the relevant period does not constitute commission of an offence under Article 7(4), despite anything in this Law.

8 Regulations for consequential amendments or provisions

The States may by Regulations amend any enactment, or provide for any transitional or supplementary matter, as appears to the States to be necessary or expedient as a consequence of an amendment made by the Financial Services (Jersey) Amendment Law 202-.

PART 2

RELATED AMENDMENTS, REPEAL AND FINAL PROVISIONS

8 [Loi \(1880\) sur la propriété foncière](#) amended

- (1) This Article amends the [Loi \(1880\) sur la propriété foncière](#).
- (2) In Article 93, at the end of the first sentence, there is inserted “et accompagnée d’une déclaration d’évaluation de l’héritage en dégrèvement ou du corps de bien-fonds dont cet héritage fait partie dans laquelle figure la méthode d’évaluation de la valeur déterminée”.
- (3) After Article 96 there is inserted –

96A

- (1) Il sera loisible à la Cour Royale de rendre toutes ordonnances qu'elle jugera appropriées dans les circonstances où la Cour aura examiné les informations mentionnées au paragraphe 2 et serait de l'avis qu'un excédent existerait si les biens en dégrèvement étaient vendus.
- (2) Les informations sont –
 - (a) la déclaration d'évaluation remise au Greffier en vertu de l'Article 93;
 - (b) toutes déclarations ou mémoires du tenant après dégrèvement, du cessionnaire ou de toutes autres personnes tenues de comparaître devant le Greffier en vertu de l'Article 92; et
 - (c) toute autre information que la Cour jugera nécessaire.
- (3) Inclus parmi les ordonnances que la Cour Royale pourra rendre en vertu du paragraphe 1, seront –
 - (a) toute ordonnance que les biens en dégrèvement soient vendus, qu'une valeur marchande équitable soit réalisée et que tout excédent soit versé à la Cour ou au cessionnaire; et
 - (b) toute ordonnance avec le consentement préalable du tenant après dégrèvement et du cessionnaire qui aboutirait à ce qu'un montant soit versé à la Cour ou au cessionnaire sans que les biens en dégrèvement soient vendus.

96B

À l'Article 96A, le terme "excédent" désigne tout montant restant du produit de la vente des biens en dégrèvement après le paiement –

- (a) de la dette (entière y compris toute somme d'intérêts ou de frais de paiement à la charge du débiteur) que la cessionnaire devait au tenant après dégrèvement en tant que créancier immédiatement avant le début de la procédure de dégrèvement;
- (b) des dépenses engagées par le tenant après dégrèvement pour payer tout contrat et pour réaliser toutes rentes et hypothèques, d'une date antérieure, qui concernent l'héritage en dégrèvement;
- (c) de toute autre somme due par le tenant après dégrèvement pour satisfaire aux obligations auxquelles il eut été assujéti en vertu de s'être porté tenant après dégrèvement en vertu de la présente Loi.

9 [Loi \(1884\) sur le prêt sur gages](#) repealed

The [Loi \(1884\) sur le prêt sur gages](#) is repealed.

10 [Financial Services \(Jersey\) Law 1998](#) amended

- (1) This Article amends Schedule 1A, paragraph 1, to the [Financial Services \(Jersey\) Law 1998](#).
- (2) In the definition "borrower", after clause (d) there is inserted –
 - (e) a pawnbroking arrangement;
- (3) In the definition "consumer credit agreement", for clause (b) there is substituted –

- (b) excludes a specified credit arrangement;
- (4) In the definition “lender”, after clause (a)(iv) there is inserted –
 - (v) a pawnbroking arrangement; or
- (5) In the definition “specified credit arrangement”, after clause (b) there is inserted –
 - (c) a pawnbroking arrangement.

11 Citation and commencement

- (1) This Law may be cited as the Financial Services (Jersey) Amendment Law 202-.
- (2) All but Articles 9 and 10 come into force on a day specified by the Minister by Order (the “main date”).
- (3) Articles 9 and 10 come into force, as specified by the Minister by Order –
 - (a) immediately after the start of the main date; or
 - (b) on a day after the main date.