

## **CSA Statement of Competition Law Compliance**

The purpose of CREDIT SERVICES ASSOCIATION LIMITED (**CSA, us, our**) is to represent the views and interests of our members with key stakeholders such as the government and industry regulators and to provide guidance and resources to member companies in addition to providing regular updates to members to ensure they are aware of industry news as it happens. As the voice of the collections industry, CSA's vision is to build confidence in debt collection by making the entire process clear, easy to understand and less stressful for all those involved.

In carrying this out CSA and its members (and non-member attendees at CSA events) must:

- act with the highest regard for their ethical, legal and professional obligations and CSA's purpose, values, and legal interests; and
- follow the principles set out below.

### **Principles**

#### **1. What information can be shared**

Many functions of CSA, in line with other trade associations, are not caught by competition law because they do not restrict the commercial freedom of members or the opportunities of non-members. Activities that are likely to fall into this category include representing our industry's views and interests to governmental and other institutions and regulatory bodies, making arrangements for members to obtain information and guidance, handling the public relations face of our industry, and promoting education and training. The ability to share information is a key aspect of these activities.

Information that can be shared between members can include:

- non-confidential information that is in the public domain;
- non-confidential "key considerations" or "best practice" guidance around topics of relevance to members such as technical industry issues including regulatory requirements and governance;
- non-strategic technical data that results in consumer benefits;
- industry standards including Codes of Practice;
- industry public relations or lobbying efforts and/or initiatives;

**always** provided that competitively sensitive information is not shared in the process.

#### **2. Collecting and disseminating industry statistics**

It is valuable for any trade association to be able to collect and disseminate industry statistics as part of its representation of the industry. However this is only possible where the sharing and the manner of how this information is treated and communicated is treated with caution by the trade association. The association (via a third party or nominated trade association staff with data

analysis responsibilities) must collect the data from the members with the members not sharing the information directly between them.

CSA currently collects information by way of its data gathering initiative (**DGI**) and this is done in a manner which restricts access to competitively sensitive information. This information is historical only and is communicated back to members in aggregation, anonymously and in a manner that ensures that information cannot be attributed to a particular member through its context. CSA uses the statistics in its representation of the industry.

### **3. Lobbying activities**

CSA's lobbying activities are restricted to good faith efforts to influence legislative bodies, government agencies and regulatory bodies for the benefit of its members.

### **4. CSA membership and meetings**

CSA's membership criteria are transparent, proportionate, non-discriminatory and objective to ensure no potential member is unfairly excluded.

An agenda is circulated in advance of each CSA meeting.

Minutes are taken (or other record made) in relation to each CSA meeting.

### **5. What information cannot be shared**

Members must not discuss commercially sensitive information (including the information referred to below) at CSA events or venues or in any other way formally or informally, intentionally or inadvertently, directly or indirectly through a third party.

- current or future pricing, or matters affecting pricing including:
  - price changes (timing and/or amount)
  - profit margins
  - costs
  - terms of sale
- company-specific sales information including:
  - volumes, revenues, forecasts
  - market share calculations
  - bid amounts, terms and decisions whether to bid
- company-specific cost information
- the allocation of particular customers to particular members
- salaries and wages, recruitment practices or limitations on hiring a competitor's employees

- commercial planning or strategy information including geographic growth and business expansion/ contraction plans.
- any matters relating to specific suppliers and customers that are significant to market competition such as contract terms.

## **6. Agreements or understandings between members**

Members must **never** reach any agreement or understanding (including tacitly) with any other member on the following:

- prices that either member will announce or charge their customers
- the timing or method of price increases
- terms of delivery that either member will offer customers
- allocating services or geographic markets in which either member will sell or not sell
- allocating customers to which either member will deliver or not deliver services
- not doing business with particular customers or suppliers
- restricting business to particular customers or suppliers
- doing business with any category of customers or suppliers only on certain terms
- bids to any customers, including whether to bid or not to bid
- capacity, or sales volumes
- soliciting each other's employees or employee salaries and benefits

These types of agreement or understandings can amount to cartel conduct, which attracts the most serious competition law sanctions.

### **What to do if you have concerns**

If you are in a CSA meeting or event (or meeting with a competitor at any time) and the conversation veers onto sensitive information such as that set out above, you should:

- expressly state that you cannot be party to discussions on this subject due to competition law concerns and ask that the subject is changed; and
- if the conversation does not change, then you should leave the meeting/event and ensure that your departure is recorded in any formal minutes if being taken; and
- promptly inform your own legal or compliance team and the Competition and Markets Authority (if and where appropriate).

Note: It is not enough to remain in the meeting but not participate in the conversation.

### **Queries**

If you have any questions relating to this statement, or its contents, please contact CSA's CEO [chris.leslie@csa-uk.com](mailto:chris.leslie@csa-uk.com) or General Counsel: [angela.mcclean@csa-uk.com](mailto:angela.mcclean@csa-uk.com)

If a member of staff of CSA becomes aware of any suspected breach of this statement they should promptly report this to CSA's General Counsel: *e-mail:angela.mcclean@csa-uk.com mobile: 07990 015729.*

**Adopted by the board of directors of CSA on 15 June 2022**