



William Hibbert

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William Hibbert

"An excellent, top-notch consumer finance barrister." "An outstanding junior with consummate knowledge of consumer credit and consumer protection matters."

- Leagl 500 & Chambers UK 2021

Call 1979

Tel: +44 (0)20 7583 9020

Email whibbert@hendersonchambers.co.uk

William Hibbert is a specialist in finance, consumer credit, and financial services and in consumer protection and regulatory law in a commercial context.

He is ranked in Chambers UK as a leading junior in Consumer Law and as a leading junior in Banking & Finance and in Consumer Law in Legal 500.

As well as being a member of the Bar of England and Wales William has been called to the Bar of Northern Ireland.

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Finance & Consumer Credit

William has appeared in a number of the leading cases on consumer credit and regularly advises on all aspects of consumer credit legislation. As well as litigation, William drafts standard form consumer credit agreements and contract terms for lenders. He advises on the enforceability of agreements for the securitisation and sale of credit card portfolios. He has advised on many significant issues under the Consumer Credit Act 1974.

His practice includes advising on FCA Handbook compliance issues and on the Financial Services and Markets Act 2000, including advising on the activities of insurance, collective investment schemes, and deposit taking.

William has been involved with issues of mis-selling in the Consumer Credit Act context for a number of years, being instructed for a number of lenders against whom claims have been made. He is also fully familiar with FCA Handbook issues, having advised and represented persons carrying out a range of regulated activities. He has acted and advised in a wide range of mis-selling claims against lenders, including, PPI, Swaps

and timeshare claims.

He acted for Finance and Leasing Association in the House of Lords in *Wilson & Ors v Secretary of State for Trade and Industry* on the question whether the sanction of complete unenforceability under s.127(3) of the Consumer Credit Act for improperly executed agreements was incompatible with the Human Rights Act 1998. He acted for the Office of Fair Trading in *Office of Fair Trading v Lloyds TSB Bank Plc* (Commercial Court, Court of Appeal and House of Lords) on whether credit card networks gave rise to “arrangements” within the meaning of the definition of debtor-creditor-supplier agreements within s.12(b) of the Consumer Credit Act 1974 and whether the connected lender liability under s.75 applied to debtor-creditor-supplier agreements which financed a foreign supply contract.

He has represented:

- Creditors in claims (including group claims) by consumers under s.75, where the consumers’ claims are based on misrepresentations and breaches of the supply contract by the supplier.
- Solicitors and insurers in a number of cases involving the issue of the unenforceability of credit agreements in litigation funding schemes.
- Traders on Minded-To-Revoke License hearings under the Consumer Credit Act, where the company’s commercial actions (such as pricing, trading methods and contract terms) have been the basis for the criticism by the Office of Fair Trading.
- Lenders in cases on “secret” commissions and financial mis-selling.

He is also experienced in all aspects of mortgage-related disputes. As well as actions for possession and for orders for sale brought against borrowers, he has acted in claims by borrowers alleging breaches of a mortgagee’s duties, disputes between lenders as to priorities, and claims against negligent valuers.

Consumer Protection, Regulation & Food

His work in consumer protection involves advising and representing traders across a wide range of industries in relation to all aspects of consumer protection legislation and industry regulation. This includes regulations covering unfair contract terms, unfair commercial practices, pricing, advertising, distance and doorstep selling, pyramid selling schemes, estate agency, package holidays and timeshare.

He also practices in the fields of food and food labelling regulation, and the regulation of cosmetics, medicines and chemical substances. He has advised leading suppliers about food labelling issues, including the requirements relating to ingredients, additives and flavourings, the use of terms such as “natural” and other descriptions, the use of pictorial images and product naming. He also acts for suppliers in food contamination cases (in both pre-prepared and fresh foods) both in relation to regulatory proceedings and civil disputes. He has advised importers and suppliers on regulations governing cosmetics safety and labelling, the regulation of medicines and licensing of medical devices and on hazard and precaution labelling for chemical substances and medical devices.

His practice involves advising on codes, standards and guidelines from regulators, both for business clients, consumer protection bodies and regulatory authorities. His work has included drafting internal codes of practices for traders such as car dealers, bed and mobility scooter producers, gyms, mortgage companies and timeshare operatives.

He advises and represents:

- Traders in civil claims, criminal prosecutions by Trading Standards Departments (in particular the Consumer Protection from Unfair Trading Regulations 2008) Environmental Health Officers and in civil enforcement actions brought under Part 8 of the Enterprise Act 2002.
- In relation to television, internet, press and direct advertising, drafting or approving scripts and advertisement wording and making written representations to the relevant regulatory bodies.
- In the field of the unfair contract terms, on contracts in many commercial fields. He was in the leading House of Lords case on unfair terms, *Director General of the Office of Fair Trading v First National Bank Plc*

Representative Cases

- Group Action brought by consumers against GE Money and Barclays in relation to s75 claims for mid-selling of timeshare

Commercial

William's work with consumer protection legislation in a commercial context means that he is very experienced in commercial litigation and mediation in a wider context. His specialist areas of expertise are often only part of a broader civil dispute in contract or tort, particularly the supply of goods and services, including financial services.

In addition to trials and mediations involving commercial disputes, he is experienced in a wide range of interlocutory proceedings in commercial litigation, including freezing injunctions. His practice in financial services and mortgages also means that he is fully familiar with chancery, company and insolvency proceedings.

He has also defended traders facing High Court action by the Financial Services Authority, the Office of Fair Trading, and the Civil Aviation Authority.

Representative Cases

- *RTA (Business Consultants) Ltd v Bracewell [2015] Bus. L.R. 800 (QB)*
Whether a breach of the Money Laundering Regulations 2007 by someone carrying on "estate agency work" meant that a contract made for the purposes of providing such work was illegal. Held that a person who was required to be registered under those Regulations but was not registered was prohibited from carrying on that work and the contract to carry it out was void for illegality.
- *Sutherland Professional Funding Ltd v Bakewells [2013] EWHC 2685 (QB) (Mercantile Court)*
Whether a firm of solicitors had a primary obligation, rather than a guarantee obligation, under a facility agreement with a professional funding provider, to pay the sums due under a series of unenforceable consumer credit agreements between the funding provider and the firm's personal injury clients.
- *Meah v GE Money Home Finance Ltd [2013] EWHC 20 (Ch)*
A case examining the duties of a mortgagee on sale of a property and finding that, despite shortcomings in the way a property had been marketed, including advertising it at a grossly inadequate value, the

mortgagee had not breached its duty to the mortgagor to take reasonable precautions to obtain the property's true market value.

- *Conister Trust Ltd v John Hardman & Co [2009] CCLR 4 (Court of Appeal)*
Whether a solicitor in a litigation funding scheme was liable to his client's creditor under an indemnity clause in respect of the client's "liability", where the credit agreement was wholly unenforceable under the Consumer Credit Act 1974.
- *Office of Fair Trading v Lloyds TSB Bank Plc, Tesco Personal Finance Ltd and American Express Services Europe Ltd [2005] 1 AER 843 (QBD Comm); [2006] 2 AER 821 (Court of Appeal); [2007] UKHL (House of Lords)*
Whether credit card networks gave rise to "arrangements" within the meaning of the definition of debtor-creditor-supplier agreements within section 12(b) of the Consumer Credit Act 1974 and whether the connected lender liability under section 75 applied to debtor-creditor-supplier agreements which financed a foreign supply contract.
- *Goshawk Dedicated (No 2) Ltd v Governor and Company of the Bank of Scotland (Ch D) [2006] 2 AER 610*
Whether a loan agreement financing the premium for a litigation funding insurance policy and also litigation costs complied with the requirements of the Consumer Credit Act 1974 for cancellable agreements and whether they were multiple agreements.
- *Uren v First National Home Finance Ltd (Times 17th November 2005) (Ch D)*
Investor in holiday flat development not entitled to claim in unjust enrichment against mortgagee bank on collapse of a development company.
- *Wilson v First County Trust Ltd (No 2) [2002] QB 74 (Court of Appeal); sub nom Wilson & Ors v Secretary of State for Trade and Industry [2004] 1 AC 816 (House of Lords)*
Whether section 127(3) of the Consumer Credit Act 1974 was incompatible with the Human Rights Act 1998.
- *Director General of the Office of Fair Trading v First National Bank Plc [2002] 1 AC 481 (House of Lords)*
Application of the Unfair Terms in Consumer Contracts Regulations to interest after judgment provisions in contracts regulated by the Consumer Credit Act 1974.
- *Popely v Scott (2001) 165 JP 742 (Administrative Court)*
Application of Timeshare Act 1992 to a share-based holiday scheme and of the due diligence defence where counsel has given advice as to compliance.
- *DPP v Computer Cab Co Ltd [1996] RTR. 130 (Divisional Court)*
Whether point of hire in a radio taxi booking commenced when drivers stopped plying for hire on receipt of a radio message offering a booking and whether consequently pick-ups in areas where the taxi driver was not licensed to ply for hire were permitted.
- *Dudley Metropolitan Borough v Colorvision Plc [1996] GCCR 2135; [1997] CCLR 19 (Divisional Court)*
Appropriate test to apply to whether advertisement was misleading.
- *Adatia v Air Canada [1992] PIQR 238 (Court of Appeal)*
Meaning of "in the course of disembarkation" in the Warsaw Convention governing airline's liability for personal injury to a passenger.

What the directories say

"An excellent, top-notch consumer finance barrister."

Legal 500 2021

"Impresses for his ability to quickly get to the crux of the issue and for the detail of his work."

Legal 500 2021

"Commercial, practical, and very user friendly."

Legal 500 2021

"He immediately gets his head around complex and novel issues in cases." "Highly approachable, he's good value for money and has encyclopedic knowledge."

Chambers UK 2021

"An outstanding junior with consummate knowledge of consumer credit and consumer protection matters."

"He's unflappable and not afraid to be direct, making him an exceptional barrister."

Chambers UK 2020

"A key barrister in this field." "Has an incomparable eye for detail and is a tenacious advocate."

Legal 500 2020

"He's unflappable and not afraid to be direct, making him an exceptional barrister."

Chambers UK 2020

"He has pre-eminent experience of big cases and a good appreciation of the commercial consequences." "He has a real eye for detail and leaves no stone unturned in his preparation for trial cases."

Chambers UK 2018

"Hugely experienced in finance and consumer credit law."

Legal 500

"He's incredibly charming, unfailingly helpful, incisive and commercial as well."

Chambers UK

"His knowledge is second to none, and he has great eye for detail."

Chambers UK

"He is very knowledgeable, commercial, and has a client-friendly approach."

Chambers UK

"He is commended by his peers for his astute handling of complex cases that have wide-ranging implications."

Chambers UK

"He's incredibly bright and very good academically."

Chambers UK

Publications

- Co-author *The Law of Consumer Credit and Hire*, OUP 2009

Memberships

- London Common Law & Commercial Bar Association
- Constitutional & Administrative Law Bar Association
- Consumer Credit Forum
- Food Law Group

Education

- MA (Hons) (Oxon) Jurisprudence
- Charterhouse & Worcester College, Oxford

Awards & Recognitions

