

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Agreements) Regulations 1983 (SI 1983/1553)

1983 No 1553

## Consumer Credit (Agreements) Regulations 1983

Made - - - 24th October 1983

Authority: Consumer Credit Act 1974, ss 60, 61(1)(a), 105(9), 114(1), 127(3), 182(2), 189(1)

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Agreements) Regulations 1983 (SI 1983/1553)/1 Citation, commencement and interpretation

### 1 Citation, commencement and interpretation

(1) These Regulations may be cited as the Consumer Credit (Agreements) Regulations 1983 and shall come into operation on 19th May 1985.

(2) In these Regulations, unless the context otherwise requires--

"the Act" means the Consumer Credit Act 1974;

"advance payment" includes any deposit and in relation to a regulated consumer credit agreement includes also any part-exchange allowance in respect of any goods agreed in antecedent negotiations to be taken by the creditor in part-exchange but does not include a repayment of credit or any insurance premium or any amount entering into the total charge for credit;

"the APR" means the annual percentage rate of charge for credit determined in accordance with the Total Charge for Credit Regulations and Schedule 7 to, these Regulations and, in the case of modifying agreements, Regulation 7 of, and Part I of Schedule 8 to, these Regulations;

"cancellable agreement" includes an agreement which is a modifying agreement treated under section 82(5) of the Act as a cancellable agreement;

"cash price" in relation to any goods, services, land or other things means the price or charge at which the goods, services, land or other things may be purchased by, or supplied to, the debtor for cash;

[ . . . ]

["contract of shortfall insurance" means anything in writing which contains or purports to contain some promise or assurance (however worded or presented) that if a sum payable under a contract of insurance against loss of or damage to goods is less than the amount necessary to defray--

- (a) any amount of credit provided to finance the purchase of those goods; and
- (b) any other amount included in the total charge for that credit,

to the extent that these remain unpaid at the date of the loss or damage, a sum up to but not exceeding that shortfall will be paid;]

"earlier credit agreement" means an earlier agreement for the provision of credit;

"earlier hire agreement" means an earlier agreement for the bailment or the hiring of goods;

["guarantee of goods" means anything in writing which contains or purports to contain some promise or assurance (however worded or presented) that defects in goods will be made good by complete or partial replacement, or by

repair, monetary compensation or otherwise;]

"hire payment" means any payment to be made by the hirer in relation to any period in consideration of the bailment or hiring to him of goods under a regulated consumer hire agreement;

"lettering" includes figures and symbols;

"modified agreement" means an earlier agreement as varied or supplemented by a modifying agreement, which is treated as--

- (a) revoking the earlier agreement, and
- (b) containing provisions reproducing the combined effect of the two agreements;

"the relevant date" shall be determined in accordance with the Total Charge for Credit Regulations and, in the case of modifying agreements, Regulation 7(7) below;

"total charge for credit" shall be determined in accordance with the Total Charge for Credit Regulations [and Schedule 7 to these Regulations] and, in the case of modifying agreements, Regulation 7 of, and Part I of Schedule 8 to, these Regulations; and

"the Total Charge for Credit Regulations" means the Consumer Credit (Total Charge for Credit) Regulations 1980.

[(2A) References in these Regulations to contracts of insurance must be read with--

- (a) section 22 of the Financial Services and Markets Act 2000;
- (b) any relevant order under that section; and
- (c) Schedule 2 to that Act.]

(3) In these Regulations, any reference to a repayment is a reference to--

- (a) a repayment of the whole or any part of the credit;
- (b) a payment of the whole or any part of the total charge for credit; or
- (c) a combination of such repayments and payments.

## NOTES

### Amendment

Para (2): definition "contract of insurance" (omitted) inserted by SI 1984/1600, reg 2(a).

Para (2): definition "contract of insurance" (omitted) revoked by SI 2001/3649, art 375(1).

Date in force: 1 December 2001: see SI 2001/3649, art 1.

Para (2): definition "contract of shortfall insurance" inserted by SI 2004/1482, regs 2, 3(1), (2).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Para (2): definition "guarantee of goods" inserted by SI 1984/1600, reg 2(a).

Para (2): in definition "total charge for credit" words "and Schedule 7 to these Regulations" in square brackets inserted by SI 2004/1482, regs 2, 3(1), (3).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Para (2A): inserted by SI 2001/3649, art 375(2).

Date in force: 1 December 2001: see SI 2001/3649, art 1.

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Agreements) Regulations 1983 (SI 1983/1553)/[2 Form and content of regulated consumer credit agreements]

**[2 Form and content of regulated consumer credit agreements]**

[(1) Subject to paragraphs (2) and (9) below, documents embodying regulated consumer credit agreements (other than modifying agreements) shall contain the information set out in Column 2 of Schedule 1 to these Regulations in so far as it relates to the type of agreement referred to in Column 1.

(2) Where any information about financial and related particulars set out in paragraphs 9 to 11 of Schedule 1 to these Regulations cannot be exactly ascertained by the creditor, estimated information based on the assumptions referred to in paragraph 10 of that Schedule, where applicable, and otherwise such assumptions as the creditor may reasonably make in all the circumstances of the case and a statement of the assumptions made shall be included in documents embodying regulated consumer credit agreements.

(3) Subject to paragraph (9) below, documents embodying regulated consumer credit agreements, other than agreements of the description specified in the Schedule to the Consumer Credit (Notices of Cancellation Rights) (Exemptions) Regulations 1983 in relation to which there are no charges forming part of the total charge for credit (in this regulation referred to as "exempted agreements"), shall contain statements of the protection and remedies available to debtors under the Act, in the Form numbered in Column 1 of Part 1 of Schedule 2 to these Regulations and set out in Column 3, in so far as they relate to the type of agreement referred to in Column 2.

(4) Subject to paragraphs (5) and (9) below, the information, statements of the protection and remedies, signature and separate boxes which this regulation requires documents embodying regulated consumer credit agreements to contain, shall be set out in the order given by paragraphs (a) to (f) below under, where applicable, the headings specified below--

(a) the nature of the agreement as set out in paragraph 1 of Schedule 1 to these Regulations;

(b) the parties to the agreement as set out in paragraph 2 of Schedule 1 to these Regulations;

[(c) under the heading "Key Financial Information", the financial and related particulars set out in paragraphs 6 to 8B, 11 to 14 and 15 to 17 of Schedule 1 to these Regulations;]

(d) under the heading "Other Financial Information", the financial and related particulars set out in paragraphs 3 to 5, 9, 10, 14A and 18 to 19A of Schedule 1 to these regulations;

(e) under the heading "Key Information"--

(i) the information set out in paragraphs 20 to 24 of Schedule 1 to these Regulations; and

(ii) the statements of protection and remedies set out in Schedule 2 to these Regulations; and

(f) the signature box and, where applicable, the separate box required by paragraph (7)(b) below;

and such information, statements of protection and remedies, signature and separate boxes shall be shown together as a whole and shall not be preceded by any information apart from trade names, logos or the reference number of the agreement or interspersed with any other information or wording apart from subtotals of total amounts and cross references to the terms of the agreement.

(5) In the case of documents embodying restricted-use debtor-creditor-supplier agreements for fixed-sum credit to finance a transaction comprising the acquisition of goods, services, land or other things specified in the agreement or

identified and agreed on at the time the agreement is made and relating to more than one description of goods, services, land or other things, the cash prices, and the total cash price, referred to in paragraph 4 of Schedule 1 to these Regulations may be shown in a schedule to such document together with each description of the goods, services, land or other things, provided that the total cash price and a reference to the schedule to such document are shown together with the information required by paragraph (4)(d) above.

(6) The APR referred to in paragraphs 15 to 17 of Schedule 1 to these Regulations shall in documents embodying regulated consumer credit agreements, other than exempted agreements--

- (a) be denoted as "APR" or "annual percentage rate" or "annual percentage rate of the total charge for credit; and
- (b) where it is subject to change, be accompanied by the word "variable".

(7) Documents embodying regulated consumer credit agreements other than exempted agreements shall, subject to paragraph (9) below, contain a signature box in the Form numbered in Column 1 of Part 1 of Schedule 5 to these Regulations and set out in Column 3 in so far as it relates to the type of agreement referred to in Column 2 and shall--

- (a) if--
  - (i) the documents embody a principal agreement and subsidiary agreement to which paragraph (9) below applies; or
  - (ii) at the time of entering into the agreement the debtor is also purchasing an optional contract of insurance which will be financed by credit advanced under that agreement,

contain a form of consent in the Form set out in Part III of Schedule 5 immediately below the signature box required by this paragraph; and

- (b) if the agreement is one to which section 58(1) of the Act applies, is a cancellable agreement or is an agreement under which a person takes any article in pawn and under which the pawn-receipt is not separate from the document embodying the agreement, contain a separate box immediately above, below or adjacent to the signature box in which shall be included the appropriate statements specified in Forms 1 and 4 to 6 of Part 1, and in Part II, of Schedule 2.

(8) Paragraph (9) applies to documents embodying a debtor-creditor-supplier agreement falling within section 12(a) of the Act or a debtor-creditor agreement (in this paragraph and paragraph (9) in either case referred to as "the principal agreement") and also embodying, or containing the option of, a debtor-creditor-supplier agreement falling within section 12(b) of the Act (in this paragraph and paragraph (9) referred to as "the subsidiary agreement") where the subsidiary agreement is to finance a premium under one or more of--

- (a) a contract of insurance to provide a sum payable in the event of the death of a debtor or a debtor suffering one or more of the following:--
  - (i) accident;
  - (ii) sickness; and
  - (iii) unemployment,

at any time before the credit under the principal agreement and the subsidiary agreement has been repaid, where the sum payable does not exceed the amount sufficient to defray the sums payable to the creditor in respect of that credit and of the total charge for credit and where the policy monies payable under the contract of insurance are to be used for a repayment under the principal agreement and the subsidiary agreement;

- (b) a contract of shortfall insurance; and
- (c) a contract of insurance in so far as it relates to the guarantee of goods.

(9) Documents to which this paragraph applies may contain instead of the headings specified in paragraph 1 of Schedules 1 or 8 to these Regulations, statements of protection and remedies available to debtors under the Act and

signature boxes that would otherwise apply--

- (a) a heading and signature box in so far as they relate to the principal agreement;
- (b) a statement in Form 14 of Part I of Schedule 2 to these Regulations; and
- (c) other statements (other than in Form 16 of Part I of Schedule 2) of the protection and remedies available to debtors under the Act in so far as they relate to the principal agreement.

(10) Documents embodying regulated consumer credit agreements shall embody any security provided in relation to the regulated agreement by the debtor.]

## NOTES

### Amendment

Substituted by SI 2004/1482, regs 2, 4 (as amended by SI 2004/2619, reg 2(1), (2)).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Agreements) Regulations 1983 (SI 1983/1553)/3 Form and content of regulated consumer hire agreements

### 3 Form and content of regulated consumer hire agreements

- (1) Subject to paragraph (2) below, documents embodying regulated consumer hire agreements (other than modifying agreements) shall contain the information set out in Column 2 of Schedule 3 to these Regulations in so far as it relates to the type of agreement referred to in Column 1.
- (2) Where any information about financial and related particulars set out in paragraphs 5 and 6 of Schedule 3 to these Regulations cannot be exactly ascertained by the owner, estimated information based on such assumptions as the owner may reasonably make in all the circumstances of the case and an indication of the assumptions made shall be included in documents embodying regulated consumer hire agreements.
- (3) Documents embodying regulated consumer hire agreements shall contain statements of the protection and remedies available to hirers under the Act, in the Form numbered in Column 1 of Schedule 4 to these Regulations and set out in Column 3, in so far as they relate to the type of agreement referred to in Column 2.
- [(4) Subject to paragraph (5) below the information, statements of the protection and remedies, signature and separate boxes which this regulation requires documents embodying regulated consumer hire agreements to contain, shall be set out in the order given by paragraphs (a) to (e) below under, where applicable, the headings specified below:--
  - (a) the nature of the agreement as set out in paragraph 1 of Schedule 3 to these Regulations;
  - (b) the parties to the agreement as set out in paragraph 2 of Schedule 3 to these Regulations;
  - (c) under the heading "Key Financial Information", the financial and related particulars set out in paragraphs 3 to 8 of Schedule 3 to these Regulations;
  - (d) under the heading "Key Information"--
    - (i) the information set out in paragraphs 9 to 11 of Schedule 3 to these Regulations; and
    - (ii) the statements of protection and remedies set out in Schedule 4 to these Regulations; and
  - (e) the signature box and, where applicable, the separate box required by paragraph (6) below,

and such information, statements of protection and remedies, signature and separate boxes shall be shown together as a whole and shall not be preceded by any information apart from trade names, logos or the reference number of the

agreement or interspersed with any other information or wording apart from subtotals of total amounts and cross references to the terms of the agreement.]

(5) In the case of documents embodying consumer hire agreements relating to more than one description of goods to be bailed or hired under the agreement, the list or other description of the goods referred to in paragraph 3 of Schedule 3 to these Regulations may be shown in a schedule to such document, provided that a reference to the schedule to such document is shown together with the remaining financial and related particulars specified in [paragraph (4)(c) above].

(6) Documents embodying regulated consumer hire agreements shall contain a signature box in the Form numbered in Column 1 of Part II of Schedule 5 to these Regulations and set out in Column 3, so far as it relates to the type of agreement referred to in Column 2 and shall, if the agreement is one to which section 58(1) of the Act applies or is a cancellable agreement, contain a separate box immediately above, below or adjacent to the signature box in which shall be included the appropriate statements specified in [Forms 1, 4 and 5] of Schedule 4.

(7) Documents embodying regulated consumer hire agreements shall embody any security provided in relation to the regulated agreement by the hirer.

## NOTES

### Amendment

Para (4): substituted by SI 2004/1482, regs 2, 5(1), (2).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Para (5): words "paragraph (4)(c) above" in square brackets substituted by SI 2004/1482, regs 2, 5(1), (3).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Para (6): words "Forms 1, 4 and 5" in square brackets substituted by SI 2004/1482, regs 2, 5(1), (4) (as amended by SI 2004/2619, reg 2(1), (3)).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Agreements) Regulations 1983 (SI 1983/1553)/4 Pawn-receipts

### 4 Pawn-receipts

Where a pawn-receipt is given under section 114(1) of the Act, by a person who takes any article in pawn under a regulated consumer credit agreement or a modifying agreement varying or supplementing an earlier credit agreement which is, or is treated under section 82(3) of the Act as, a regulated agreement, and where the pawn-receipt is not separate from any document embodying such an agreement, it shall--

(a) contain the information set out in paragraphs 1, 2 and 20 of Schedule 1 to these Regulations, or, in the case of a modifying agreement varying or supplementing an earlier credit agreement, in paragraphs 1, 2 and 20 of Part I of Schedule 8; and

(b) contain a notice in the Form [numbered 18] in Column 1 of Part II of Schedule 2 to these Regulations and set out in Column 3.

## NOTES

### Amendment

In para (b) words "numbered 18" in square brackets substituted by SI 2004/1482, regs 2, 6.

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Agreements) Regulations 1983 (SI 1983/1553)/5 Statutory Forms

## 5 Statutory Forms

- (1) The wording of any Form specified in Schedules 2, 4 and 5 to these Regulations shall be reproduced in documents embodying regulated agreements without any alteration or addition, except that--
- (a) the words "the creditor" or "the owner" may be replaced by the name of the creditor or owner, by the expression by which the creditor or owner is referred to in the agreement or by an appropriate pronoun, and any consequential changes to pronouns and verbs or other consequential grammatical changes may be made;
  - (b) the word "DEBTOR" may be replaced by "BORROWER" or "CUSTOMER" and the word "Debtor(s)" may be replaced by "Borrower(s)" or "Customer(s)"; and
  - (c) every Form shall be completed in accordance with any footnote.
- (2) Any such footnote shall not be treated as part of any Form specified in the said Schedules and may be reproduced in addition to any such Form.
- (3) Where any such footnote requires any words to be omitted, those words shall be omitted or deleted.
- (4) Where words are shown in capital letters in any Form specified in Schedule 2, 4 or 5 to these Regulations, and are reproduced in documents embodying regulated agreements, they shall be afforded more prominence (whether by capital letters, underlining, larger or bold print or otherwise) than any other lettering in that Form except lettering inserted in accordance with paragraph (1)(c) above and no less prominence than that given to any other information in the document apart from the heading to the document, . . . trade names, names of parties to the agreement or lettering in the document inserted in handwriting.

## NOTES

### Amendment

Para (4): words omitted revoked by SI 2004/1482, regs 2, 7.

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Agreements) Regulations 1983 (SI 1983/1553)/6 Signing of agreement

## 6 Signing of agreement

- (1) The terms specified in Column 2 of Schedule 6 to these Regulations in relation to the type of regulated agreement referred to in Column 1 (and no other terms) are hereby prescribed for the purposes of section 61(1)(a) of the Act (the terms which must be contained in a document if a regulated agreement is not to be improperly executed) and of section 127(3) (the terms which must be contained in a document before any enforcement order can be made under section 65(1), if section 61(1)(a) was not complied with).

[background medium upon which the information is displayed].

- [(2) The lettering of the terms of the agreement included in the document referred to in section 61(1)(a) of the Act, containing all the prescribed terms of the regulated agreement, and of the information contained in that document for the purpose of conforming to these Regulations shall--

- (a) apart from any signature, be easily legible and, where applicable, be of a colour which is readily distinguishable

from the background medium upon which the information is displayed; and

(b) apart from that inserted in handwriting, be of equal prominence, except that headings, trade names and names of parties to the agreement may be afforded more prominence whether by capital letters, underlining, larger or bold print or otherwise.]

(3) The signature of the said document shall be made in the following manner--

(a) by the debtor or hirer, or by or on behalf of the debtor or hirer in the case of a partnership or an unincorporated body of persons, in the space in the document indicated for the purpose, and, subject to sub-paragraph (c) below, the date of the signature shall be inserted in the space in the document indicated for the purpose;

(b) by the creditor or owner, or by a person on his behalf, outside any signature box in which the debtor or hirer may sign and, subject to sub-paragraph (c) below, the date of the signature shall be inserted outside any such signature box;

(c) in the case of a regulated agreement which is not a cancellable agreement, the date on which the unexecuted agreement becomes an executed agreement may be inserted in the document and in such a case any other date specified in paragraphs (a) and (b) above need not be inserted; and

(d) nothing in this Regulation shall prohibit the inclusion in the said document, near to any such signature, of the signature by any witness outside any signature box in which the debtor or hirer may sign.

(4) In Scotland any provision in paragraph (3) above requiring the said document to be signed shall be complied with by a body corporate if the document is properly executed in accordance with the law of Scotland.

[(5) Where an agreement is intended to be concluded by the use of an electronic communication nothing in this Regulation shall prohibit the inclusion in the signature box of information about the process or means of providing, communicating or verifying the signature to be made by the debtor or hirer.]

## NOTES

### Amendment

Para (2): words "background medium upon which the information is displayed" in square brackets substituted by SI 2004/3236, art 4(1), (2)(a).

Date in force: 31 December 2004: see SI 2004/3236, art 1(1).

Para (2): substituted by SI 2004/1482, regs 2, 8.

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Para (5): inserted by SI 2004/3236, art 4(1), (2)(b).

Date in force: 31 December 2004: see SI 2004/3236, art 1(1).

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Agreements) Regulations 1983 (SI 1983/1553)/7 Modifying agreements which are, or are treated as, regulated agreements

### 7 Modifying agreements which are, or are treated as, regulated agreements

(1) The provisions of these Regulations shall apply to modifying agreements which vary or supplement earlier credit agreements or earlier hire agreements and which are, or are treated under section 82(3) of the Act as, regulated agreements, subject as hereinafter mentioned.

(2) Subject to paragraphs (3) and (12) below, documents embodying modifying agreements varying or supplementing

earlier credit agreements shall contain the information set out in Column 2 of Part I of Schedule 8 to these Regulations in so far as it relates to the type of modifying agreement referred to in Column 1.

[(3) Where any information about financial and related particulars set out in paragraphs 8 to 10 of Part 1 of Schedule 8 to these Regulations cannot be exactly ascertained by the creditor, estimated information based on the assumptions referred to in paragraph 9 of that Schedule, where applicable, and otherwise such assumptions as the creditor may reasonably make in all the circumstances of the case and a statement of the assumptions made shall be included in documents embodying modifying agreements varying or supplementing earlier credit agreements.]

[(4) Subject to paragraph (5) below and regulation 2(9), the information, statements of the protection and remedies, signature and separate boxes which under these Regulations must be contained in documents embodying modifying agreements varying or supplementing earlier credit agreements in relation to the credit being provided under the modifying agreement, shall be set out in the order given by paragraphs (a) to (f) below under, where applicable, the headings specified below--

- (a) the nature of the agreement as set out in paragraph 1 of Part 1 of Schedule 8 to these Regulations;
- (b) parties to the agreement as set out in paragraph 2 of Part 1 of Schedule 8 to these Regulations;
- (c) under the heading "Key Financial Information", the financial and related particulars set out in paragraphs 5 to 7B, 10 to 13 and 14 to 17 of Part 1 of Schedule 8 to these Regulations;
- (d) under the heading "Other Financial Information", the financial and related particulars set out in paragraphs 3, 4, 8, 9, 13A and 18 to 19A of Part 1 of Schedule 8 to these Regulations;
- (e) under the heading "Key Information"--
  - (i) the information set out in paragraphs 20 to 24 of Part 1 of Schedule 8 to these Regulations; and
  - (ii) the statements of protection and remedies set out in Schedule 2 to these Regulations; and
- (f) the signature box and, where applicable, separate box required by regulation 2(7)(b),

and such information, statements of protection and remedies, signature and separate boxes shall be shown together as a whole and shall not be preceded by any information apart from trade names, logos or the reference number of the agreement or interspersed with any other information or wording apart from subtotals of total amounts and cross references to the terms of the agreement.]

(5) In the case of documents embodying modifying agreements varying or supplementing earlier restricted-use debtor-creditor-supplier agreements for fixed-sum credit which were to finance a transaction comprising the acquisition of goods, services, land or other things specified in the earlier agreement or identified and agreed on at the time the earlier agreement was made and relating to more than one description of goods, services, land or other things, the cash prices, and the total cash price, referred to in paragraph 3 of Part I of Schedule 8 to these Regulations may be shown in a schedule to such document together with each description of the goods, services, land or other things, provided that the total cash price and a reference to the schedule to such document are shown together with the [the information required by paragraph (4)(d) above].

(6) The APR referred to in paragraphs 14 to 17 of Part I of Schedule 8 to these Regulations shall in documents embodying agreements varying or supplementing earlier credit agreements--

- (a) be denoted as "APR" or "annual percentage rate" or "annual percentage rate of the total charge for credit"; and
- [(b) where it is subject to change, be accompanied by the word "variable"].

(7) For the purposes of Part I of Schedule 8 to these Regulations, in calculating--

- (a) the amount of repayments or of any capital outstanding under an earlier agreement;
- (b) the total charge for credit (or any items included in it) in relation to the credit to be provided under the modified

agreement; or

- (c) the APR in relation to the modified agreement,

the relevant date shall be determined by reference to the date of the modifying agreement.

(8) For the purposes of Part I of Schedule 8 to these Regulations, the total cash price under the modified agreement shall be taken to be the total of--

- (a) the total amount of the capital outstanding under the earlier agreement on the relevant date within the meaning of paragraph 5 of Part I of Schedule 8; and
- (b) the cash price in relation to each list or other description of any additional goods, services, land or other things the acquisition of which is to be financed by credit under the modifying agreement.

(9) Subject to paragraphs (10), (12) and (15) below, documents embodying modifying agreements varying or supplementing earlier hire agreements shall contain the information set out in Column 2 of Part II of Schedule 8 to these Regulations in so far as it relates to the type of modifying agreement referred to in Column 1.

(10) Where any information about financial and related particulars set out in paragraphs 5 and 6 of Part II of Schedule 8 to these Regulations cannot be exactly ascertained by the owner, estimated information based on such assumptions as the owner may reasonably make in all the circumstances of the case and an indication of the assumptions made shall be included in documents embodying modifying agreements varying or supplementing earlier hire agreements.

[(11) The information, statements of the protection and remedies, signature and separate boxes which under these Regulations must be contained in documents embodying modifying agreements varying or supplementing earlier hire agreements in relation to the goods to be bailed or hired under the modifying agreement, shall be set out in the order given by paragraphs (a) to (e) below under, where applicable, the headings specified below--

- (a) the nature of the agreement as set out in paragraph 1 of Part II of Schedule 8 to these Regulations;
- (b) the parties to the agreement as set out in paragraph 2 of Part II of Schedule 8 to these Regulations;
- (c) under the heading "Key Financial Information", the financial and related particulars set out in paragraphs 3 to 8 of Part II of Schedule 8 to these Regulations;
- (d) under the heading "Key Information"--
  - (i) the information set out in paragraphs 9 to 11 of Part II of Schedule 8 to these Regulations; and
  - (ii) the information set out in Schedule 4 to these Regulations; and
- (e) the signature box and, where applicable, separate box required by regulation 3(6)

and such information, statements of protection and remedies, signature and separate boxes shall be shown together as a whole and shall not be preceded by any information apart from trade names, logos or the reference number of the agreement or interspersed with any other information or wording apart from subtotals of total amounts and cross references to the terms of the agreement.]

(12) Where any information about financial and related particulars set out in paragraphs 3 to 19 of Schedule 1 to these Regulations and paragraphs 3 to 8 of Schedule 3 is contained in any document embodying an earlier agreement, nothing in the preceding provisions of this Regulation shall require the information to be contained in any document embodying a modifying agreement varying or supplementing an earlier agreement except as mentioned in Schedule 8 if the information is not varied or supplemented by the modifying agreement and the document contains a statement to this effect.

(13) Documents embodying modifying agreements shall identify clearly the terms and financial and related particulars of earlier agreements varied or supplemented by modifying agreements.

(14) In the application of Regulation 6(1) above and Schedule 6 to these Regulations to modifying agreements, which are, or are treated under section 82(3) of the Act as, regulated agreements--

(a) for any reference to the type of agreement referred to in Column 1 of Schedule 6 there shall be substituted a reference to modifying agreements which vary or supplement the type of agreement referred to in Column 1 of Schedule 6;

(b) any reference in Column 2 of Schedule 6 to an agreement, or a term, shall be a reference to a modified agreement, or a term of a modified agreement, as the case may be; and

(c) any term referred to in Column 2 of Schedule 6 in relation to the type of modifying agreement referred to in subparagraph (a) above shall not be a prescribed term for the purposes of sections 61(1)(a) and 127(3) of the Act, if the term was a term of the earlier agreement and has not been varied or supplemented by the modifying agreement.

(15) Where a modifying agreement varies or supplements an earlier hire agreement and the modified agreement is, or is treated as, a restricted-use debtor-creditor-supplier agreement, the provisions of this Regulation shall apply to any document embodying the modifying agreement as though it varied or supplemented an earlier restricted-use debtor-creditor-supplier agreement, except that its heading shall be "Agreement modifying a Hire Agreement and regulated by the Consumer Credit Act 1974".

## NOTES

### Amendment

Para (3): substituted by SI 2004/1482, regs 2, 9(1), (2).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Para (4): substituted by SI 2004/1482, regs 2, 9(1), (3) (as amended by SI 2004/2619, reg 2(1), (4)).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Para (5): words "the information required by paragraph (4)(d) above" in square brackets substituted by SI 2004/1482, regs 2, 9(1), (4).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Para (6): sub-para (b) substituted by SI 2004/1482, regs 2, 9(1), (5).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Para (11): substituted by SI 2004/1482, regs 2, 9(1), (6).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Agreements) Regulations 1983 (SI 1983/1553)/8 Application of Regulations

## 8 Application of Regulations

(1) Subject to paragraph (2) below, Regulations 1 to 3 and 5 to 7 shall apply to regulated agreements, and modifying agreements treated under section 82(3) of the Act as regulated agreements, made on or after 19th May 1985.

(2) In the case of a modifying agreement of a type specified in paragraphs 3 to 19 of Part I and 3 to 8 of Part II of Schedule 8 to these Regulations made on or after 19th May 1985 which varies or supplements an earlier credit agreement or an earlier hire agreement made before that date, nothing in these Regulations shall require the information about financial and related particulars specified in those paragraphs to be contained in any document embodying the modifying agreement if no term of the earlier agreement relating to such financial and related particulars has been varied or supplemented by the modifying agreement.

(3) Nothing in these Regulations applies to a regulated agreement which purports to bind a person to enter as debtor or hirer into a prospective regulated agreement and which is excluded from the operation of section 59(1) of the Act by the Consumer Credit (Agreements to enter Prospective Agreements) (Exemptions) Regulations 1983.

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Agreements) Regulations 1983 (SI 1983/1553)/SCHEDULE 1 Information to be Contained in Documents Embodying Regulated Consumer Credit Agreements other than Modifying Agreements

### SCHEDULE 1

#### INFORMATION TO BE CONTAINED IN DOCUMENTS EMBODYING REGULATED CONSUMER CREDIT AGREEMENTS OTHER THAN MODIFYING AGREEMENTS

#### Regulation 2(1)

#### TYPE OF AGREEMENT

(1)

*[Nature of agreement]*

1. All types

#### INFORMATION

(2)

(1) Subject to paragraph (2) below, a heading in one of the following forms of words--

(a) "Hire Purchase Agreement regulated by the Consumer Credit Act 1974";

(b) "Conditional Sale Agreement regulated by the Consumer Credit Act 1974";

(c) "Fixed Sum Loan Agreement regulated by the Consumer Credit Act 1974"; or

(d) "Credit Card Agreement regulated by the Consumer Credit Act 1974", as the case may require.

(2) If none of the headings in 1(a) to (d) above are applicable a heading in the following form of words--"Credit Agreement regulated by the Consumer Credit Act 1974".

(3) Where the document and a pawn-receipt are combined, the words ", and Pawn Receipt," shall be inserted in the heading after the word "Agreement".

(4) Where the document embodies an agreement of which at least one part is a credit agreement not regulated by the Act, the word "partly" shall be inserted before "regulated" unless the regulated and unregulated parts of the agreement are clearly separate.

(5) Where the credit is being secured on land the words "secured on" followed by the address of the land shall be inserted at the end of the heading.]

*Parties to agreement*

2. All types

(1) The name[, postal address and, where

appropriate, any other address] of the creditor.

(2) The name[, postal address and, where appropriate, any other address] of the debtor.

## FINANCIAL AND RELATED PARTICULARS

### *Description of goods, services, land etc*

3. Restricted-use debtor-creditor-supplier agreements for fixed-sum credit to finance a transaction comprising the acquisition of goods, services, land or other things specified in the agreement or identified and agreed on at the time the agreement is made.

A list or other description of the goods, services or other things and, in the case of land, a general description of the land, the acquisition of which is to be financed by credit under the agreement.

### *Cash price*

4. Agreements falling within paragraph 3.

The cash price in relation to each list or other description of goods, services, land or other things, to be shown under paragraph 3 above, and the total cash price.

### *Advance payments*

5. All types in relation to which any advance payment is to be made by the debtor (whether under the agreement or as a condition precedent to the making of the agreement) before he is provided with credit under the agreement or, as the case may be, before he enters into the agreement.

The amount of the advance payments to be made by the debtor and, in the case of a cancellable agreement, the nature of such payments.

### *Amount of credit*

6. Agreements falling within paragraph 3 except agreements under which both--

The amount of the credit to be provided under the agreement, namely the difference between the total cash price to be shown under paragraph 4 above and the total of any advance payments to be shown under paragraph 5 above.

(a) the total amount payable by the debtor is not greater than the total cash price referred to in paragraph 4; and

(b) there is no advance payment falling within paragraph 5.

7. Agreements for fixed-sum credit not falling within paragraph 3.

The amount of the credit to be provided under the agreement.

### *Credit limit*

8. Agreements for running-account credit.

The credit limit expressed as:--

(a) a sum of money;

(b) a statement that the credit limit will be determined by the creditor from time to time under the agreement and that notice of it will be given by him to the debtor;

(c) a sum of money together with a statement that the creditor may vary the credit limit to such sum as he may from time to time determine under the agreement and that notice of it will be given by him to the debtor; or

(d) in a case not falling within head (a), (b) or (c) above, either a statement indicating the manner in which the credit limit will be determined and that notice of it will be given by the creditor to the debtor or a statement indicating that there is no credit limit.

### *[Term of the agreement*

8A. Agreements of fixed duration for running-

The duration of the agreement.

account credit.

8B. Agreements for fixed-sum credit.

The duration or minimum duration of the agreement.]

*Total charge for credit, rate of interest, etc.*

[9. Agreements for fixed-sum credit except agreements--

(a) which do not specify either the intervals between repayments or the amounts of repayments or both the intervals and the amounts;

(b) under which the total amount payable by the debtor to discharge his indebtedness in respect of the amount of credit provided may vary according to any formula specified in the agreement having effect by reference to movements in the level of any index or to any other factor;

(c) which provide for a variation of, or permit the creditor to vary, (whether or not by reference to any index) the amount or rate of any item included in the total charge for credit after the relevant date; or

(d) under which the total amount payable by the debtor is not greater than the total cash price referred to in paragraph 4.

[10. Agreements for--

(a) running-account credit; and

(b) fixed-sum credit falling within the exceptions in paragraph 9(a) to (c).

(1) The total charge for credit, with a list of its constituent parts.

(2) The rate of interest on the credit to be provided under the agreement or, where more than one such rate applies, all the rates in all cases quoted on a per annum basis with details of when each rate applies.

(3) A statement explaining how and when interest charges are calculated and applied under the agreement.]

(1) The total charge for credit with a list of its constituent parts and in the case of running-account credit, the total charge for credit shall be calculated on the same assumptions as are set out in paragraph 1 of Schedule 7 for the purpose of calculating the APR in place of the assumptions in Part 4 of the Total Charge for Credit Regulations that might otherwise apply.

(2) The rate of interest on the credit to be provided under the agreement or, where more than one such rate applies, all the rates in all cases quoted on a per annum basis with details of when each rate applies.

(3) A statement whether any interest rate to be shown under (2) above is fixed or variable.

(4) A statement explaining how and when interest charges are calculated and applied under the agreement.]

*Total amount payable*

11. Agreements falling within paragraph 9.

The total amount payable, being the total of any amounts to be shown under paragraphs 5, 6 or 7, and 9 above.

*Timing of repayments*

12. All types

The timing of repayments to be made under the agreement expressed by reference to one or more of the following--

(a) the dates on which each repayment is to be made;

(b) the frequency and number of the repayments and the date of the first repayment or a statement indicating the manner in which that date will be determined;

(c) a statement indicating the manner in which

*Amounts of repayments*

- the dates of the repayments will be determined.
13. All types except those falling within paragraph 14. The amount of each repayment to be made under the agreement expressed as--
- (a) a sum of money;
  - (b) a specified proportion of a specified amount (including the amount outstanding from time to time);
  - (c) a combination of heads (a) and (b) above; or
  - (d) in a case where the amount of any repayment cannot be expressed in accordance with head (a), (b) (c) above, a statement indicating the manner in which the amount will be determined.
14. Agreements where--
- The amount of each repayment to be made under the agreement (with or without the equivalent repayment after deduction of tax in accordance with section 26 of, and Schedule 7 to, the Finance Act 1982), expressed as--
- (i) the credit to be provided is repayable by two or more instalments; and
  - (ii) the interest on the credit is of a type to which section 26 of, and Schedule 7 to, the Finance Act 1982 apply.
- (a) a sum of money;
  - (b) a specified proportion of a specified amount (including the amount outstanding from time to time);
  - (c) a combination of heads (a) and (b) above; or
  - (d) in a case where the amount of any repayment cannot be expressed in accordance with head (a), (b) or (c) above, a statement indicating the manner in which the amount will be determined: Provided that, where the amounts to be paid by the debtor after deduction of tax in accordance with section 26 of, and Schedule 7 to, the Finance Act 1982 are the same, the requirements of this paragraph may be satisfied by a statement indicating the lowest and highest amounts of the repayments to be made under the agreement before deduction of tax.
- [14A. All types where different interest rates or different charges or both are or will be at any time during the term of the agreement payable in respect of--
- A statement of the order or proportions in which any amount paid by the debtor which is not sufficient to discharge the total debt then due under the agreement will be applied or appropriated by the creditor towards the discharge of the sums due--
- (a) credit provided under the agreement for different purposes; or
  - (b) under each of the different parts of the agreement,
- whether or not the agreement is a multiple agreement.
- as the case may be.]
- APR*
15. All types except those referred to in paragraph 16. The APR in relation to the agreement or a statement indicating that the total amount payable under the agreement is not greater than the total cash price of the goods, services, land or other things the acquisition of which is to be financed by credit under the agreement.
- (1) The APR in relation to the agreement calculated on the assumptions specified in subparagraphs (2) and (3) below.
16. Debtor-creditor-supplier agreements for running-account credit under which--

- (a) the debtor agrees to pay the credit or an amount specified in the agreement on specified occasions;
- (b) there is a credit limit; and
- (c) charges for credit are either--
- (i) a fixed amount in respect of each transaction, or
- (ii) calculated as a proportion of the price payable under a transaction financed by the credit.

- (2) The first assumption referred to in sub-paragraph (1) above is the assumption that--
- (a) the debtor is provided with an amount of credit at the date of the making of the agreement which, taken with the amount of the charge for that credit ascertained at that date, is equal to the credit limit; and
- (b) the debtor repays the sum of the amounts referred to in head (a) above by payments of the amounts specified in the agreement on the occasions specified in the agreement and makes no other payment and obtains no further credit in relation to the account.
- (3) The second assumption referred to in sub-paragraph (1) above is the like assumption as in sub-paragraph (2) above save that the sum of the amounts referred to in head (a) thereof shall be taken to be one third of the credit limit.

17. Agreements where the APR is based on a total charge for credit which is calculated to take account of relief available under section 19 of the Income and Corporation Taxes Act 1970 and Schedule 4 to the Finance Act 1976.

A statement indicating that it has been assumed in the calculation of the APR in relation to the agreement that relief may be available under section 19 of the Income and Corporation Taxes Act 1970 and Schedule 4 to the Finance Act 1976 in respect of premiums under certain policies of insurance without any deduction under section 21 of the said Act of 1970.

#### *Variable rates or items*

18. Agreements under which the rate or amount of any item included in the total charge for credit will or may be varied (other than a variation in consequence of an event which is certain to occur).

A statement indicating that in calculating the APR no account has been taken of any variation which may occur under the agreement of the rate or amount of any item entering into that calculation.

19. Agreements falling within paragraph 18.

A statement indicating the circumstances in which any variation referred to in paragraph 18 above may occur and where that information is ascertainable at the time at which the document referred to in section 61(1) of the Act is presented or sent to the debtor for signature, the time at which any such variation may occur.

[19A Agreements to which regulation 15A of the Total Charge for Credit Regulations applies.

The initial standard variable rate within the meaning of regulation 15A(2) of the Total Charge for Credit Regulations together with a statement explaining--

(a) what that rate is; and

(b) that it has been taken into account in calculating the APR.]

#### OTHER INFORMATION

##### *Security provided by the debtor*

20. Agreements, to which section 114 of the Act applies, under which a person takes any article in pawn and where no separate pawn-receipt is given.

A statement indicating that an article has been taken in pawn under the agreement and a description of the article sufficient to identify it.

21. All types except those referred to in paragraph 20 in relation to which any security is to be provided by the debtor to secure the carrying out of the obligations of the debtor under the agreement.

A description of the security to be provided by the debtor in relation to the agreement sufficient to identify it and--

- (a) a general description of any stocks and shares (including any right to become a stockholder or shareholder) to which it relates; and
- (b) in any other case a description of the subject matter to which it relates.

*[Charges*

22. All types

- (1) A list of any charges payable under the agreement to the creditor upon failure by the debtor or a relative of his to do or refrain from doing anything which he is required to do or refrain from doing, as the case may be.
- (2) A statement indicating any term of the agreement which provides for charges--
  - (a) not required to be shown under (1) above; or
  - (b) not included in the total charge for credit.]

*[[Cancellation rights*

23. Agreements that cannot be cancelled by the debtor under the Act, the Timeshare Act 1992 or the Financial Services (Distance Marketing) Regulations 2004.

A statement that the debtor has no right to cancel the agreement under the Consumer Credit Act 1974, the Timeshare Act 1992 or the Financial Services (Distance Marketing) Regulations 2004.]

*Amount payable on early settlement*

24. Agreements for fixed-sum credit for a term of more than one month.

- (1) Examples based on the amount of credit to be provided under the agreement or the nominal amount of either £1000 or £100, showing the amount that would be payable if the debtor exercised the right under section 94 of the Act to discharge his indebtedness on the date when--
  - (a) a quarter of the term of the agreement elapses;
  - (b) half of the term elapses; and
  - (c) three quarters of the term elapses.
 or on the first repayment date after each of those dates.
- (2) A statement explaining that, in calculating the amounts shown, no account has been taken of any variation which might occur under the agreement, and that the amounts are accordingly only illustrative.]

## NOTES

### Amendment

Para 1: substituted by SI 2004/1482, regs 2, 10(1), (2).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Para 2: in column (2) words ", postal address and, where appropriate, any other address" in square brackets in both places they occur substituted by SI 2004/3236, art 4(1), (3).

Date in force: 31 December 2004: see SI 2004/3236, art 1(1).

Paras 8A, 8B: inserted by SI 2004/1482, regs 2, 10(1), (3).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Para 9: substituted by SI 2004/1482, regs 2, 10(1), (4).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Para 10: substituted by SI 2004/1482, regs 2, 10(1), (5).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Para 14A: inserted by SI 2004/1482, regs 2, 10(1), (6).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Para 19A: inserted by SI 1999/3177, reg 4(a).

Date in force: 14 April 2000: see SI 1999/3177, reg 2.

Para 22: substituted by SI 2004/1482, regs 2, 10(1), (7).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Paras 23, 24: inserted by SI 2004/1482, regs 2, 10(1), (8) (as amended by SI 2004/2619, reg 2(1), (5)).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Agreements) Regulations 1983 (SI 1983/1553)/  
[SCHEDULE 2]

[SCHEDULE 2]

**NOTES**

**Amendment**

Substituted by SI 2004/1482, regs 2, 11.

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Agreements) Regulations 1983 (SI 1983/1553)/  
[SCHEDULE 2]/[Part I Forms of Statement of Protection and Remedies Available under the Consumer Credit Act 1974 to  
Debtors under Regulated Consumer Credit Agreements]

[Part I

**Forms of Statement of Protection and Remedies Available under the Consumer Credit Act 1974 to Debtors under  
Regulated Consumer Credit Agreements]**

**NOTES****Amendment**

Substituted by SI 2004/1482, regs 2, 11.

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

**[Regulation 2(3)]**

**NOTES****Amendment**

Substituted by SI 2004/1482, regs 2, 11.

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

<b>[FORM NO (1)]</b>	<b>TYPE OF AGREEMENT (2)</b>	<b>FORM OF STATEMENT (3)</b>
1	Agreement to which section 58 (1) of the Act applies.	YOUR RIGHTS  Under the Consumer Credit Act 1974, you should have been given a copy of this agreement at least seven days ago so you could consider whether you wanted to go ahead. If the creditor did not give you a copy of this agreement he can only enforce it with a court order.
2	All types.	MISSING PAYMENTS  Missing payments could have severe consequences and make obtaining credit more difficult.
3	All agreements which are secured on land.	YOUR HOME MAY BE REPOSSESSED  Your home may be repossessed if you do not keep up repayments on a mortgage or other debt secured on it.
4	Cancellable agreements to which section 68(b) of the Act applies.	YOUR RIGHT TO CANCEL  You can cancel this agreement within FOURTEEN days (starting the day after you signed it) by giving WRITTEN notice to*.  If you intend to cancel, you should not use any goods you have under the agreement and you should keep them safe. You can wait for them to be collected and you do not need to hand them over until you receive a written request for them. . . .
5	Cancellable agreements not included in paragraphs [4 or 6].	Notes:  *Creditor or agent to insert the name and address of person to whom the notice may be given or an indication of the person to whom a notice may be given with clear reference to the place in the document embodying the agreement where his name and address appear.  . . . .  YOUR RIGHT TO CANCEL  Once you have signed this agreement, you will have a short time in which you can cancel [it]*[that part of this agreement

6	Modifying agreements treated under section 82(5) of the Act as cancellable agreements.	which is regulated by the Consumer Credit Act 1974]*. The creditor will send you exact details of how and when you can do this.
		<p>Notes:</p> <p>*Creditor to omit passage in square brackets which does not apply to the agreement.</p> <p><b>YOUR RIGHT TO CANCEL</b></p>
7	Hire purchase and conditional sale agreements relating to goods, not included in paragraph 8.	<p>This agreement modifies an earlier agreement. Once you have signed this agreement your right to cancel [that part of]* the earlier agreement [which was regulated by the Consumer Credit Act 1974]* will be widened to cover the [regulated]* agreement as modified. The cancellation period itself will be unchanged. Details of how to cancel are given in your copy of this agreement.</p>
		<p>Notes:</p> <p>*Creditor to omit passages in square brackets except in the case of an agreement of which at least one part is a credit agreement not regulated by the Act.</p> <p><b>TERMINATION: YOUR RIGHTS</b></p>
8	Agreements modifying hire-purchase and conditional sale agreements relating to goods.	<p>You have a right to end this agreement. To do so, you should write to the person you make your payments to. They will then be entitled to the return of the goods and to [the cost of installing the goods plus half the rest of the total amount payable under this agreement, that is] [half the total amount payable under this agreement, that is] *£x **. If you have already paid at least this amount plus any overdue instalments and have taken reasonable care of the goods, you will not have to pay any more.</p>
		<p>Notes:</p> <p>*Creditor to insert the appropriate passage in square brackets where the amount calculated in accordance with the provisions of section 100 of the Act applies. If the agreement provides for a sum below the minimum prescribed in the Act, both passages in square brackets are to be omitted.</p> <p>**Creditor to insert the amount calculated in accordance with the provisions of section 100 of the Act or such lesser sum as the agreement may provide.</p> <p><b>TERMINATION: YOUR RIGHTS</b></p>
		<p>You have a right to end this agreement. To do so, write to the person you make your payments to. They will then be entitled to the return of the goods and to [the cost of installing the goods plus half the total amount yet to be paid under the earlier agreement as modified by this agreement, that is] [half the total amount payable under the earlier agreement as modified by this agreement, that is]* £x**. If you have already paid at least this amount, plus any overdue instalments and have taken reasonable care of the goods, you will not have to pay any more.</p>
		<p>Notes:</p> <p>*Creditor to insert the appropriate passage in square brackets where the amount calculated in accordance with the provisions</p>

9	Conditional sale agreements relating to land, not included in paragraph 10.	<p>of section 100 of the Act applies. If the modified agreement provides for a sum below the minimum prescribed in the Act, both passages in square brackets are to be omitted.</p> <p>**Creditor to insert the amount calculated in accordance with the provisions of section 100 of the Act or such lesser sum as the agreement may provide.</p> <p><b>TERMINATION: YOUR RIGHTS</b></p>
10	Agreements modifying conditional sale agreements relating to land.	<p>Until the title to the land has passed to you, you have a right to end this agreement. To do so write to the person you make your payments to. They will then be entitled to the return of the land and to [half the total amount payable under this agreement, that is]* £x. ** If, at the time you end this agreement, you have already paid at least this amount plus any overdue instalments and you have taken reasonable care of the land, you will not have to pay any more.</p> <p>Notes:</p> <p>*Creditor to insert the passage in square brackets where the amount calculated in accordance with the provisions of section 100 of the Act applies. If the agreement provides for a sum below the minimum prescribed in the Act, the passage in square brackets is to be omitted.</p> <p>**Creditor to insert the amount calculated in accordance with the provisions of section 100 of the Act or such lesser sum as the agreement may provide.</p> <p><b>TERMINATION: YOUR RIGHTS</b></p>
11	Hire-purchase and conditional sale agreements relating to goods, not included in paragraph 12.	<p>Until the title to the land has passed to you, you have a right to end this agreement. To do so write to the person you make your payments to. They will then be entitled to the return of the land and to [half the total amount payable under your earlier agreement as modified by this agreement, that is]* £x**. If you have already paid at least this amount plus any overdue instalments and taken reasonable care of the land, you will not have to pay any more.</p> <p>Notes:</p> <p>*Creditor to insert the passage in square brackets where the amount calculated in accordance with the provisions of section 100 of the Act applies. If the modified agreement provides for a sum below the minimum prescribed in the Act, the passage in square brackets is to be omitted.</p> <p>**Creditor to insert the amount calculated in accordance with the provisions of section 100 of the Act or such lesser sum as the modified agreement may provide.</p> <p><b>REPOSSESSION: YOUR RIGHTS</b></p> <p>If you do not keep your side of this agreement but you have paid at least [the cost of installing the goods plus one third of the rest of the total amount payable under this agreement, that is] [one third of the total amount payable under this agreement, that is]*£x** the creditor may not take back the goods against your wishes unless he gets a court order. (In Scotland he may need to get a court order at any time.) If he does take the goods without your consent or a court order, you have the right to get back any money that you have paid under this agreement.</p>

12	Agreements modifying hire-purchase and conditional sale agreements relating to goods.	<p>Notes:</p> <p>*Creditor to insert the appropriate passage in square brackets.</p> <p>**Creditor to insert the amount calculated in accordance with the provisions of section 90 of the Act.</p> <p><b>REPOSSESSION: YOUR RIGHTS</b></p> <p>If you do not keep to your side of this agreement [but you have paid at least £x*]** the creditor may not take back the goods against your wishes unless he gets a court order. (In Scotland he may need to get a court order at any time.) If he does take the goods without your consent or a court order, you have the right to get back all the money you have paid under this agreement.</p>
13	Agreements, to which section 114 of the Act applies, under which a person takes any article in pawn.	<p>Notes:</p> <p>*Creditor to insert the amount calculated in accordance with the provisions of section 90 of the Act.</p> <p>**Creditor to omit both passages in square brackets in the case of a modifying agreement where the goods are protected at the time the modifying agreement is made.</p> <p><b>IMPORTANT-READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS</b></p> <p>The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, the creditor cannot enforce this agreement without getting a court order.</p> <p>The Act also gives you a number of rights. In particular you should read the NOTICE TO DEBTOR [in this agreement]* [in your pawn receipt]**.</p> <p>If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.</p>
14	Debtor-creditor-supplier agreements falling within section 12(b) and (c) of the Act, and multiple agreements not falling within paragraph 15 of which at least one part is a debtor-creditor-supplier agreement falling within section 12(b) or (c) of the Act.	<p>Notes:</p> <p>*Phrase in square brackets to be included by creditor in agreements where any document embodying the agreement is not separate from the pawn-receipt. Creditor to omit "in your pawn receipt".</p> <p>** Phrase in square brackets to be included by creditor in agreements where a separate pawn-receipt is given to the debtor. Creditor to omit "in this agreement".</p> <p><b>IMPORTANT-READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS</b></p> <p>The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, the creditor cannot enforce this agreement without getting a court order.</p> <p>The Act also gives you a number of rights:</p>

15	Multiple agreements of which at least one part is a credit agreement not regulated by the Act.	<p>1) You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement [which may be reduced by a rebate]* [Examples indicating the amount you have to pay appear in the agreement.]**</p> <p>2) If you received unsatisfactory goods or services paid for under this agreement[, apart from any bought with a cash loan,]*** you may have a right to sue the supplier, the creditor or both.</p> <p>3) If the contract is not fulfilled, perhaps because the supplier has gone out of business, you may still be able to sue the creditor.</p> <p>If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.</p> <p>Notes:</p> <p>*Creditor to insert phrase in square brackets in any agreement where rebate would be payable on early settlement under the agreement or the Consumer Credit (Early Settlement) Regulations 2004.</p> <p>** Creditor to insert phrase in second pair of square brackets in any agreement for fixed-sum credit for a term of more than one month.</p> <p>***Creditor to insert phrase in square brackets in any multiple agreement, of which, at least one part is a debtor-creditor-supplier agreement falling within section 12(b) or (c) of the Act and at least one part is a debtor-creditor agreement falling within section 13(c) of the Act.</p> <p><b>IMPORTANT-READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS</b></p>
16	All types not included in paragraphs 13,14 and 15.	<p>That part of this agreement which deals with [. . .]* is a regulated agreement under the Consumer Credit Act 1974. As a result certain requirements for your protection should have been complied with when it was made. If they were not, the creditor cannot enforce this agreement without a court order. The Act also gives you a number of rights. You can settle the regulated agreement at any time by giving notice in writing and paying off the amount you owe under this agreement [which may be reduced by a rebate]** [Examples indicating the amount you have to pay appear in the agreement.]***</p> <p>If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.</p> <p>Notes:</p> <p>*Creditor to insert description of regulated agreement example, "the cash advance facility".</p> <p>**Creditor to insert phrase in square brackets in any agreement where rebate would be payable on early settlement under the agreement or the Consumer Credit (Early Settlement) Regulations 2004.</p> <p>***Creditor to insert phrase in second pair of square brackets in any agreement for fixed-sum credit for a term of more than one month.</p> <p><b>IMPORTANT-READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS</b></p> <p>The Consumer Credit Act 1974 lays down certain</p>

17	Credit-token agreements which make debtors liable for loss to the creditor resulting from the misuse of credit-tokens by other persons.	<p>requirements for your protection which should have been complied with when this agreement was made. If they were not, the creditor cannot enforce this agreement without getting a court order.</p> <p>The Act also gives you a number of rights. You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement [which may be reduced by a rebate]*. [Examples indicating the amount you might have to pay appear in the agreement.]***</p> <p>If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.</p> <p>Notes:</p> <p>*Creditor to insert phrase in square brackets in any agreement where rebate would be payable on early settlement under the agreement or the Consumer Credit (Early Settlement) Regulations 2004.</p> <p>**Creditor to insert phrase in second pair of square brackets in any agreement for fixed-sum credit for a term of more than one month.</p> <p><b>THEFT, LOSS OR MISUSE OF CREDIT-TOKEN*</b></p> <p>If your credit-token* is lost, stolen or misused by someone without your permission, you may have to pay up to £x** of any loss to the creditor. If it is misused with your permission you will probably be liable for ALL losses. You will not be liable to the creditor for losses which take place after you have told the creditor about the theft, etc [as long as you confirm this in writing within seven days]. ***[However, the credit-token* can also be used under an agreement to which this protection does not apply. As a result, there may be circumstances under which you may have to pay for all the losses to the creditor.]****</p> <p>Notes:</p> <p>*Creditor may insert specific designation or trade name of credit-token for example, credit card instead of "credit-token".</p> <p>**Creditor to insert the extent of the liability laid down in section 84(1) of the Act or the credit limit if lower or such lower figure as he may decide.</p> <p>***Creditor to omit phrase in square brackets if written confirmation is not required under the credit-token agreement.</p> <p>****Creditor to omit passage in square brackets if inapplicable.]</p>
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## NOTES

### Amendment

Substituted by SI 2004/1482, regs 2, 11.

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Agreements) Regulations 1983 (SI 1983/1553)/  
[SCHEDULE 2]/[Part II Notice to be Contained in Documents Embodying a Combined Consumer Credit Agreement and  
Pawn-Receipt]

**[Part II**

**Notice to be Contained in Documents Embodying a Combined Consumer Credit Agreement and Pawn-Receipt]**

**NOTES**

**Amendment**

Substituted by SI 2004/1482, regs 2, 11.

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

**[Regulation 4]**

**NOTES**

**Amendment**

Substituted by SI 2004/1482, regs 2, 11.

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

<b>[FORM NO (1)</b>	<b>TYPE OF AGREEMENT (2)</b>	<b>FORM OF STATEMENT (3)</b>
18	Agreements, to which section 114 of the Act applies, under which a person takes any article in pawn and where any document embodying the agreement is not separate from the pawn-receipt.	<p><b>NOTICE TO THE DEBTOR IMPORTANT-YOU SHOULD READ THIS CAREFULLY</b></p> <p>Right to Redeem Articles</p> <p>If you hand in this agreement (which is also your pawn-receipt) and pay the amount you owe, you may redeem the article(s) in pawn at any time within 6 months of the date of this agreement or any longer time agreed with the creditor ("the redemption period").</p> <p><b>IF YOU DO NOT REDEEM THE ARTICLE(S) ON OR BEFORE * YOU MAY LOSE YOUR RIGHT TO REDEEM IT (THEM).</b></p> <p>Loss of Receipt</p> <p>If you lose your receipt you may provide either a statutory declaration or, if the credit (or credit limit) is not more than £x** and the creditor agrees, a signed statement instead. The creditor may provide the form to be used and may charge for doing so.</p> <p>Unredeemed Articles</p> <p>An article not redeemed within the redemption period becomes the creditor's property if the credit (or credit limit) is not more</p>

	<p>than £x**** and the redemption period is 6 months. In any other case it may be sold by the creditor, but it continues to be redeemable until it is sold. Interest is payable until the actual date of redemption. Where the credit (or credit limit) is more than £x**** the creditor must give you 14 days notice of his intention to sell. When an article has been sold you will receive information about the sale. If the proceeds (less expenses) are more than the amount that would have been payable to redeem the article on the date of the sale you will be entitled to receive the extra amount. If the proceeds are less than the amount you will owe the creditor the shortfall. Your goods will not be insured by the creditor while they are in pawn. *****</p> <p>Notes:</p> <p>*Creditor to insert the date at the end of the redemption period.</p> <p>**Creditor to insert the amount specified in section 118(1)(b) of the Act.</p> <p>***Creditor to insert the amount specified in section 120(1)(a) of the Act.</p> <p>****Creditor to insert the amount specified in the Consumer Credit (Realisation of Pawn) Regulations 1983</p> <p>*****Creditor to omit this paragraph if inapplicable.]</p>
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## NOTES

### Amendment

Substituted by SI 2004/1482, regs 2, 11.

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Agreements) Regulations 1983 (SI 1983/1553)/SCHEDULE 3 Information to be Contained in Documents Embodying Regulated Consumer Hire Agreements other than Modifying Agreements

## SCHEDULE 3

### INFORMATION TO BE CONTAINED IN DOCUMENTS EMBODYING REGULATED CONSUMER HIRE AGREEMENTS OTHER THAN MODIFYING AGREEMENTS

#### Regulation 3(1)

#### TYPE OF AGREEMENT

(1)

[*Nature of agreement*

1. All types

#### INFORMATION

(2)

(1) A heading in the following form of words--  
"Hire Agreement regulated by the Consumer Credit Act 1974".

(2) Where the agreement to hire is being secured on land the words "secured on" and the address of the land shall be inserted at the end of the

*Parties to agreement*

2. All types

heading.]

(1) The name[, postal address and, where appropriate, any other address] of the owner.

(2) The name[, postal address and, where appropriate, any other address] of the hirer.

## FINANCIAL AND RELATED PARTICULARS

*Description of goods*

3. All types

A list or other description of the goods to be bailed or hired under the agreement.

*Advance payments*

4. All types in relation to which any advance payment is to be made by the hirer (whether under the agreement or as a condition precedent to the making of the agreement) before he is to take possession of the goods to be bailed or hired under the agreement or, as the case may be, before he enters into the agreement.

The amount of the advance payments to be made by the hirer and, in the case of a cancellable agreement, the nature of such payments.

*Hire payments*

5. All types.

(1) The amount of each hire payment, other than an advance payment to be shown under paragraph 4 above.

(2) The timing of such payments to be made under the agreement expressed by reference to one or more of the following--

(a) the dates on which each payment is to be made;

(b) the frequency and number of the payments and the date of the first payment or a statement indicating the manner in which that date will be determined.

(c) a statement indicating the manner in which the dates of the payments will be determined.

*Other payments*

6. All types including provisions for payments other than advance payments and hire payments.

(1) The amount (or a statement indicating the manner in which the amount will be determined) of each of the following descriptions of payments (not being an advance payment to be shown under paragraph 4 above or a hire payment to be shown under paragraph 5) to be made under the agreement by, or on behalf of, the hirer, or a relative of his, to the owner, that is to say,--

(a) any payment under arrangements for the installation, care, maintenance or protection of any goods;

(b) any premium under a contract of insurance; or

(c) any payment payable on termination of the agreement (other than a payment on default to be shown under paragraph 10 below).

(2) The timing of such payments expressed by reference to one or more of the following--

(a) the dates on which each payment is to be made;

(b) the frequency and number of the payments and the date of the first payment or a statement indicating the manner in which that date will be determined;

(c) a statement indicating the manner in which the

dates of the payments will be determined.

(3) References in this paragraph to the owner include references to his near relative, his partner and a member of a group of which he is a member to any person nominated by him or by any such person in relation to the arrangements, the contract of insurance or the termination of the agreement, and to a near relative of his partner; and "near relative" means, in relation to any person, the husband, wife, father, mother, brother, sister, son or daughter of that person and "group" means the person (including a company) having control of a company together with all the companies directly or indirectly controlled by him.

#### *Variable payments*

7. All types including provisions for variation of hire or other payments, where the amount of any such payment following any variation cannot be ascertained at the time of the making of the agreement.

(1) Subject to sub-paragraph (2) below, a statement indicating the circumstances in which any hire payment to be shown under paragraph 5 above or any other payment to be shown under paragraph 6 may be varied under the agreement and, where that information is ascertainable at the time at which the document referred to in section 61(1) of the Act is presented or sent to the hirer for signature, the time at which any such variation may occur.

(2) Sub-paragraph (1) above does not apply to a variation under the agreement which takes account only of a change in value added tax.

(3) References in sub-paragraph (2) above to a change in value added tax include references to a change to or from no tax being charged.

#### *Duration of hire*

8. All types including a provision that goods are to be bailed or hired for a fixed period or a minimum period.

A statement indicating that goods are to be bailed or hired under the agreement for a fixed period or a minimum period, as the case may be, and the duration of that period.

### OTHER INFORMATION

#### *Security provided by the hirer*

9. All types in relation to which any security is to be provided by the hirer to secure the carrying out of the obligations of the hirer under the agreement.

A description of the security to be provided by the hirer in relation to the agreement sufficient to identify it and a description of the subject matter to which it relates.

#### *[Charges*

10. All types

(1) A list of any charges payable under the agreement to the owner upon failure by the hirer or a relative of his to do or refrain from doing anything which he is required to do or refrain from doing, as the case may be.

(2) A statement indicating any term of the agreement which provides for charges not required to be shown under (1) above.]

#### *[Cancellation rights*

11. Agreements that are not cancellable agreements.

A statement that the agreement is not cancellable.]

### NOTES

**Amendment**

Para 1: substituted by SI 2004/1482, regs 2, 12(1), (2).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Para 10: substituted by SI 2004/1482, regs 2, 12(1), (3).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Para 11: inserted by SI 2004/1482, regs 2, 12(1), (4).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Para 2: in column (2) words ", postal address and, where appropriate, any other address" in square brackets in both places they occur substituted by SI 2004/3236, art 4(1), (5).

Date in force: 31 December 2004: see SI 2004/3236, art 1(1).

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Agreements) Regulations 1983 (SI 1983/1553)/  
[SCHEDULE 4 Forms of Statement of Protection and Remedies Available under the Consumer Credit Act 1974 to Hirers  
under Regulated Consumer Hire Agreements]

**[SCHEDULE 4****FORMS OF STATEMENT OF PROTECTION AND REMEDIES AVAILABLE UNDER THE CONSUMER CREDIT ACT 1974 TO HIRERS  
UNDER REGULATED CONSUMER HIRE AGREEMENTS]****NOTES****Amendment**

Substituted by SI 2004/1482, regs 2, 13.

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

**[Regulation 3(3)]**

**NOTES****Amendment**

Substituted by SI 2004/1482, regs 2, 13.

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

<b>[FORM (1)</b>	<b>TYPE OF AGREEMENT (2)</b>	<b>FORM OF STATEMENT (3)</b>
1	Agreement to which section 58(1) of the	YOUR RIGHTS

	Act applies.	Under the Consumer Credit Act 1974, you should have been given a copy of this agreement at least seven days ago so you could consider whether to go ahead. If the owner did not give you a copy this agreement can only be enforced with a court order.
2	All types.	<p><b>MISSING PAYMENTS</b></p> <p>Missing payments could have severe consequences and may make obtaining credit more difficult.</p>
3	All agreements which are secured on property.	<p><b>YOUR HOME MAY BE REPOSSESSED</b></p> <p>Your home may be repossessed if you do not keep up repayments on a hire agreement secured by a mortgage or other security on your home.</p>
4	All cancellable agreements not included in paragraph 5.	<p><b>YOUR RIGHT TO CANCEL</b></p> <p>Once you have signed this agreement you have a short time in which you can cancel it. Details of how to cancel it will be sent to you by the owner.</p>
5	Modifying agreements treated under section 82(5) of the Act as cancellable agreements.	<p><b>YOUR RIGHT TO CANCEL</b></p> <p>This agreement modifies an earlier agreement. Once you have signed it, your right to cancel the earlier agreement will cover this modified agreement. The cancellation period itself is unchanged. Details of how you can cancel can be found in the copy of this agreement.</p>
6	Agreements to which the hirer is entitled to terminate by notice under section 101(1) of the Act and which provides for the bailment or hiring of goods for at least 18 months after the making of the agreement.	<p><b>IMPORTANT-READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS]</b></p> <p>The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, the owner cannot enforce this agreement without getting a court order.</p> <p>The Act also gives you a number of rights. You can end this agreement by writing to the person you make your payments to and giving at least * notice. In order to do this the agreement must have been allowed to run for at least 18 months [from the date of the original agreement]** though this may include the period of notice. You will have to make all payments and pay any amounts you owe until the date the agreement comes to an end.</p> <p>If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.</p> <p>Notes:</p> <p>*Owner to insert minimum period of notice as determined by section 101.</p> <p>**Owner to omit passage in square brackets except where this notice appears in a modifying agreement.</p>

7	Agreements not included in paragraph 6.	<p><b>IMPORTANT-READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS</b></p> <p>The Consumer Credit Act 1974 covers this agreement and lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, the owner cannot enforce this agreement against you without getting a court order.</p> <p>If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.]</p>
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## NOTES

### Amendment

Substituted by SI 2004/1482, regs 2, 13.

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Agreements) Regulations 1983 (SI 1983/1553)/SCHEDULE 5 Forms of Signature Box

## SCHEDULE 5

### FORMS OF SIGNATURE BOX

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Agreements) Regulations 1983 (SI 1983/1553)/SCHEDULE 5 Forms of Signature Box/Part I Regulated Consumer Credit Agreements

### Part I

#### Regulated Consumer Credit Agreements

#### Regulation 2(7)

FORM NO	TYPE OF AGREEMENT	FORM OF SIGNATURE BOX
(1)	(2)	(3)
1	Hire-purchase agreements.	<p>This is a Hire-Purchase Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.</p> <p>Signature(s) of Debtor(s) Date(s) of signature(s)*</p> <p>The goods will not become your property until you have made all the payments. You must not sell them before then.</p> <p>Note: * Creditor may omit "Date(s) of signature(s)" where, by virtue of Regulation 6(3)(c), the date is not required.</p>
2	Conditional sale agreements	This is a Conditional Sale Agreement regulated by the

- relating to land.
- Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.  
Signature(s)  
of Debtor(s)  
Date(s) of signature(s)\*  
The land will not become your property until you have made\*\* payments. You must not sell it before then.  
Notes:  
\* Creditor may omit "Date(s) of signature(s)" where, by virtue of Regulation 6(3)(c) the date is not required.  
\*\* Creditor to insert "all the" or the number of payments as appropriate.
- 3 Conditional sale agreements relating to goods. This is a Conditional Sale Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.  
Signature(s)  
of Debtor(s)  
Date(s) of signature(s)\*  
The goods will not become your property until you have made\*\* payments. You must not sell them before then.  
Notes:  
\* Creditor may omit "Date(s) of signature(s)" where, by virtue of Regulation 6(3)(c), the date is not required.  
\*\* Creditor to insert "all the" or the number of payments as appropriate.
- 4 Agreements under which a person takes any article in pawn and where the agreement is not separate from the pawn-receipt. This is a Credit Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.  
  
Signature(s)\*  
of Debtor(s)  
Date(s) of signature(s)\*  
This document is also your PAWN-RECEIPT. Keep it safely.  
Note:  
\* Creditor may omit "Date(s) of signature(s)" where, by virtue of Regulation 6(3)(c), the date is not required.
- 5 Multiple agreements of which at least one part is a credit agreement not regulated by the Act. This is a Credit Agreement partly regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.  
  
Signature(s)  
of Debtor(s)  
Date(s) of signature(s)\*  
Note:  
1 Creditor may omit "Date(s) of signature(s)" where, by virtue of Regulation 6(3)(c), the date is not required.
- 6 Agreements not included in paragraphs 1-5 or 7-8. This is a Credit Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.  
  
Signature(s)  
of Debtor(s)

		Date(s) of signature(s)*
		Note:
		* Creditor may omit "Date(s) of signature(s)" where, by virtue of Regulation 6(3)(c), the date is not required.
7	Modifying agreements varying or supplementing earlier multiple agreements of which at least one part was a credit agreement not regulated by the Act and where at least one part of the modified agreement is not regulated.	This Agreement varies and/or supplements a Credit Agreement and is partly regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by the new terms.
		Signature(s)
		Debtor(s)
		Date(s) of signature(s)*
		Note:
		* Creditor may omit "Date(s) of signature(s)" where, by virtue of Regulation 6(3)(c), the date is not required.
8	Modifying agreements other than those included in paragraph 7.	This Agreement varies and/or supplements a* Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by the new terms.
		Signature(s)
		of Debtor(s)
		Date(s) of signature(s)**
		Notes:
		* Creditor to insert "Hire-Purchase" or "Conditional Sale" or "Credit" as appropriate
		** Creditor may omit "Date(s) of signature(s)" where, by virtue of Regulation 6(3)(c), the date is not required.

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Agreements) Regulations 1983 (SI 1983/1553)/SCHEDULE 5 Forms of Signature Box/Part II Regulated Consumer Hire Agreements

## Part II

### Regulated Consumer Hire Agreements

#### Regulation 3(6)

<b>FORM NO</b>	<b>TYPE OF AGREEMENT</b>	<b>FORM OF SIGNATURE BOX</b>
(1)	(2)	(3)
9	All types not included in paragraph 10.	This is a Hire Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms. (Signature(s)) of Hirer(s) Date(s) of signature(s)* Under this agreement the goods do not become your property and you must not sell them. Note:

- 10 Modifying agreements.
- \* Owner may omit "Date(s) of signature(s)" where, by virtue of Regulation 6(3)(c), the date is not required.
- This Agreement varies and/or supplements a Hire Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by the new terms.
- (Signature(s)  
of Hirer(s)  
Date(s) of signature(s)\*
- Note:
- \* Owner may omit "Date(s) of signature(s)" where, by virtue of Regulation 6(3)(c), the date is not required.

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Agreements) Regulations 1983 (SI 1983/1553)/SCHEDULE 5 Forms of Signature Box/[Part III Agreements under which a Separate Form of Consent is Required]

**[Part III**

**Agreements under which a Separate Form of Consent is Required]**

**NOTES**

**Amendment**

Inserted by SI 2004/1482, regs 2, 14.

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

**[Regulation 2(7)]**

**NOTES**

**Amendment**

Inserted by SI 2004/1482, regs 2, 14.

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

[1]	TYPE OF AGREEMENT	FORM OF CONSENT
(1)	(2)	(3)
	Agreements under which a separate form of consent is required.	I wish to purchase [. . . . .] * / **  I understand that I am purchasing the product(s) ticked above on credit provided by you and that the terms relating to the credit for the products can be found [. . . . .]** in this agreement. Your signature(s):  Notes: * Creditor to list the products being offered to the debtor for purchase.

	<p>** Debtor to indicate which products they wish to purchase by putting a tick next to the name(s) of the product(s).</p> <p>*** Creditor to insert the cross-references to the terms of the agreement containing the terms relating to the credit for the products being purchased.]</p>
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## NOTES

### Amendment

Inserted by SI 2004/1482, regs 2, 14.

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Agreements) Regulations 1983 (SI 1983/1553)/SCHEDULE 6 Prescribed Terms for the Purposes of Sections 61(1)(a) and 127(3) of the Consumer Credit Act 1974

## SCHEDULE 6

### PRESCRIBED TERMS FOR THE PURPOSES OF SECTIONS 61(1)(A) AND 127(3) OF THE CONSUMER CREDIT ACT 1974

#### Regulation 6(1)

#### TYPE OF AGREEMENT

(1)

##### *Amount of credit*

1. Restricted-use debtor-creditor-supplier agreements for fixed-sum credit--

(a) to finance a transaction comprising the acquisition of goods, services, land or other things specified in the agreement or identified and agreed on at the time the agreement is made;

(b) under which the total amount payable by the debtor is not greater than the total cash price; and

(c) under which there is no advance payment.

2. Agreements for fixed-sum credit not falling within paragraph 1.

##### *Credit limit*

3. Agreements for running-account credit.

##### *Rate of interest*

4. Agreements for--

(a) running-account credit; and

(b) fixed-sum credit falling within the exceptions

#### PRESCRIBED TERMS

(2)

A term stating the amount of the credit, which may be expressed as the total cash price of the goods, services, land or other things, the acquisition of which is to be financed by credit under the agreement.

A term stating the amount of the credit.

A term stating the credit limit or the manner in which it will be determined or that there is no credit limit.

A term stating the rate of any interest on the credit to be provided under the agreement.

in paragraph 9(a) to (c) of Schedule 1 to these Regulations.

*Repayments*

5. Consumer credit agreements.

A term stating how the debtor is to discharge his obligations under the agreement to make the repayments, which may be expressed by reference to a combination of any of the following--

- (a) number of repayments;
  - (b) amount of repayments;
  - (c) frequency and timing of repayments;
  - (d) dates of repayments;
  - (e) the manner in which any of the above may be determined;
- or in any other way, and any power of the creditor to vary what is payable.

6. Consumer hire agreements.

A term stating how the hirer is to discharge his obligations under the agreement to pay the hire payments, which may be expressed by reference to a combination of any of the following--

- (a) number of payments;
  - (b) amount of payments;
  - (c) frequency and timing of payments;
  - (d) dates of payments;
  - (e) the manner in which any of the above may be determined;
- or in any other way, and any power of the owner to vary what is payable.

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Agreements) Regulations 1983 (SI 1983/1553)/SCHEDULE 7 Provisions Relating to Disclosure of the APR

**SCHEDULE 7**

**PROVISIONS RELATING TO DISCLOSURE OF THE APR**

**Regulation 1(2)**

**[Assumptions about running-account credit**

**1**

In the case of an agreement for running-account credit, the following assumptions shall have effect for the purpose of calculating the APR in place of the assumptions in Part 4 of the Total Charge for Credit Regulations that might otherwise apply--

- (1) in any case where there will be a credit limit but that limit is not known at the date of making the agreement the amount of the credit to be provided shall be taken to be £1,500 or, in a case where the credit limit will be less than £1,500, an amount equal to that limit;
- (2) it shall be assumed that the credit is provided for a period of one year beginning with the relevant date;
- (3) it shall be assumed that the credit is provided in full on the relevant date;
- (4) where the rate of interest will change at a time provided in the agreement within a period of three years beginning with the date of the making of the agreement, the rate shall be taken to be the highest rate at any time obtaining under the

agreement in that period;

(5) where the agreement provides credit to finance the purchase of goods, services, land or other things and also provides one or more of--

- (a) cash loans;
- (b) credit to refinance existing indebtedness of the debtor's, whether to the creditor or another person; and
- (c) credit for any other purpose,

and either or both different rates of interest and different charges are payable in relation to the credit provided for all or some of these purposes, it shall be assumed that the rate of interest and charges payable in relation to the whole of the credit are those applicable to the provision of credit for the purchase of goods, services, land or other things;

(6) it shall be assumed that the credit is repaid--

- (a) in twelve equal instalments, and
- (b) at monthly intervals, beginning one month after the relevant date.

#### **Permissible tolerances in disclosure of the APR**

##### **1A**

For the purposes of these Regulations, it shall be sufficient compliance with the requirement to show the APR if there is included in the document--

- (1) a rate which exceed the APR by not more than one; or
- (2) a rate which falls short of the APR by not more than 0.1; or
- (3) in a case to which either of paragraphs 2 or 3 below applies, a rate determined in accordance with the paragraph or such of them as apply to that case.]

#### **Tolerance where repayments are nearly equal**

##### **2**

In the case of an agreement under which all repayments but one are equal and that one repayment does not differ from any other repayment by more whole pence than there are repayments, there may be included in the document a rate found under [regulation 7] of the Total Charge for Credit Regulations as if that one repayment were equal to the other repayments.

#### **Tolerance where interval between relevant date and first repayment is greater than interval between repayments**

##### **3**

In the case of an agreement under which--

- (a) three or more repayments are to be made at equal intervals; and
- (b) the interval between the relevant date and the first repayment is greater than the interval between the repayments,

there may be included in the document a rate found under [regulation 7] of the Total Charge for Credit Regulations as if the interval between the relevant date and the first repayment were shortened so as to be equal to the interval between the repayments.

**Tolerance where Consumer credit tables do not exactly apply**

4

...

**Tolerance where period rate of charge is charged**

5

...

**NOTES****Amendment**

Paras 1, 1A: substituted, for para 1 as originally enacted, by SI 2004/1482, regs 2, 15.

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Para 2: words "regulation 7" in square brackets substituted by SI 1999/3177, reg 4(b).

Date in force: 14 April 2000: see SI 1999/3177, reg 2.

Para 3: words "regulation 7" in square brackets substituted by SI 1999/3177, reg 4(c).

Date in force: 14 April 2000: see SI 1999/3177, reg 2.

Paras 4, 5: revoked by SI 1999/3177, reg 4(d).

Date in force: 14 April 2000: see SI 1999/3177, reg 2.

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Agreements) Regulations 1983 (SI 1983/1553)/SCHEDULE 8 Regulated Modifying Agreements

**SCHEDULE 8****REGULATED MODIFYING AGREEMENTS**

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Agreements) Regulations 1983 (SI 1983/1553)/SCHEDULE 8 Regulated Modifying Agreements/Part I Information to be Contained in Documents Embodying Regulated Modifying Agreements Varying or Supplanting Earlier Credit Agreements

**Part I****Information to be Contained in Documents Embodying Regulated Modifying Agreements Varying or Supplanting Earlier Credit Agreements****Regulation 7(2)****TYPE OF MODIFYING AGREEMENT****INFORMATION**

(1)

*[Nature of modifying agreement]*

1. All types

(2)

(1) A heading in one of the following forms of words--

(a) "Agreement modifying a Hire-Purchase Agreement and regulated by the Consumer Credit Act 1974";

(b) "Agreement Modifying a Conditional Sale Agreement and regulated by the Consumer Credit Act 1974";

(c) "Agreement modifying a Fixed-Sum Loan Agreement and regulated by the Consumer Credit Act 1974";

(d) "Agreement modifying a Credit Card Agreement and regulated by the Consumer Credit Act 1974"; or

(e) "Agreement modifying a Credit Agreement and regulated by the Consumer Credit Act 1974" as the case may require.

(2) Where the document and a pawn-receipt are combined, the words ", and Pawn-Receipt," shall be inserted in the heading after the word "Agreement" in the second place that it occurs.

(3) Where the document embodies an agreement of which at least one part is a credit agreement not regulated by the Act, the word "partly" shall be inserted before "regulated" unless the regulated and unregulated parts of the agreement are clearly separate.

(4) Where the loan is being secured on land the words "secured on" and the address of the land shall be inserted at the end of the heading.]

*Parties to modifying agreement*

2. All types

(1) The name[, postal address and, where appropriate, any other address] of the creditor.

(2) the name[, postal address and, where appropriate, any other address] of the debtor.

**FINANCIAL AND RELATED PARTICULARS***Description of goods, services, land etc and cash price*

3. Modifying agreements under which--

(a) goods, services, land or other things, the acquisition of which was to be comprised in a transaction to be financed by an earlier restricted-use debtor-creditor-supplier agreement for fixed-sum credit and which were specified in the earlier agreement or identified and agreed on at the time the earlier agreement was made, are varied or supplemented; or

(b) the cash price of goods, services, land or other things, the acquisition of which was to be comprised in a transaction to be financed by an earlier restricted-use debtor-creditor-supplier agreement for fixed-sum credit and which were specified in the earlier agreement or identified and agreed on at the time the earlier agreement was made, is varied but the goods, services, land or other things are not varied or supplemented.

(1) A list or other description of the goods, services or other things and, in the case of land, a general description of the land (whether or not varied or supplemented under the modifying agreement) the acquisition of which is to be financed by credit under the modified agreement and the cash price (whether or not so varied or supplemented) in relation to each such list or other description:

Provided that, where both the description and the cash price of all the goods, services, land or other things the acquisition of which was to be comprised in a transaction to be financed by the earlier agreement are unchanged, the requirements of this paragraph may be satisfied in relation to such goods, services, land or other things by a statement clearly indicating that the descriptions and cash prices in the earlier agreement are

unchanged.

(2) The total cash price under the modified agreement.

#### *Advance payments*

4. Modifying agreements in relation to which any advance payment is to be made by the debtor additional to any made in relation to an earlier agreement (whether under the modifying agreement or as a condition precedent to the making of that agreement) before he is provided with additional credit under that agreement, or, as the case may be, before he enters into that agreement.

The amount of the additional advance payments to be made by the debtor in relation to the modifying agreement, and, where the modifying agreement is a cancellable agreement, the nature of such payments.

#### *Amount of credit*

5. Modifying agreements under which any charge included in the total charge for credit in relation to an earlier agreement for fixed-sum credit is varied or supplemented or under which the amount of the credit to be provided under such an earlier agreement is varied or supplemented, except--

(1) The total amount of the credit to be provided under the modified agreement calculated as follows, namely the total amount of the capital outstanding under the earlier agreement on the relevant date calculated in accordance with sub-paragraph (2) below, increased or reduced, as the case may require, by--

(a) modifying agreements falling within paragraph 3 under which both--

(a) the amount of any additional credit to be provided under the modifying agreement; or

(i) the total amount payable by the debtor under the modified agreement is not greater than the total cash price under the agreement; and

(b) the amount of any reduction of credit to be effected under the modifying agreement.

(ii) there is no advance payment under the modifying agreement;

(2) The total amount of the capital outstanding referred to in sub-paragraph (1) above shall be the difference between--

[(b) modifying agreements where the earlier agreement is an agreement excluded from the scope of the Consumer Credit (Early settlement) Regulations 2004 by regulation 2(2) of these Regulations.]

(a) the total amount of the repayments outstanding under the earlier agreement at the relevant date (whether or not due at that date); and

(b) the total amount of the charges on the credit not yet accrued under the earlier agreement calculated in accordance with sub-paragraph (3) below.

[(3) The total amount of the charges on the credit not yet accrued referred to in sub-paragraph (2) above shall be the amount of a notional rebate calculated in accordance with the Consumer Credit (Early Settlement) Regulations 2004 as if early settlement had taken place and as if the settlement date were the relevant date disregarding any deferment of the settlement date under regulation 6 of those Regulations.]

[6. Modifying agreements both under which the amount of credit to be provided under an earlier agreement for fixed-sum credit is varied or supplemented and where the earlier agreement is an agreement excluded from the scope of the Consumer Credit (Early Settlement) Regulations 2004 by regulation 2(2) of those Regulations.

The total amount of the credit to be provided under the modified agreement calculated as follows, namely the total of--

(a) the balance of the credit outstanding under the earlier agreement at the relevant date;

(b) any charges thereon (included in the total charge for credit in relation to the credit to be provided under the earlier agreement) due and unpaid at the relevant date;

(c) the amount of any additional credit to be provided under the modifying agreement, with a list of its constituent parts.]

#### *Credit limit*

7. Modifying agreements under which the provisions relating to any credit limit under an earlier agreement for running-account credit are varied, including a change to or from there being no credit limit.

The varied credit limit under the modified agreement expressed as--

- (a) a sum of money;
- (b) a statement that the credit limit will be determined by the creditor from time to time under that agreement and that notice of it will be given by him to the debtor;
- (c) a sum of money together with a statement that the creditor may vary the credit limit to such sum as he may from time to time determine under that agreement and that notice of it will be given by him to the debtor; or
- (d) in a case not falling within head (a), (b) or (c) above, either a statement indicating the manner in which the credit limit will be determined and that notice of it will be given by the creditor to the debtor or a statement indicating that there is no credit limit.

*[Term of the agreement*

7A. Modifying agreements under which the duration of an earlier agreement for running account credit of fixed duration is varied.

The duration of the modified agreement.

7B. Modifying agreements under which the duration of an earlier agreement for fixed-sum credit is varied.

The duration or minimum duration of the modified agreement.]

*Total charge for credit, rate of interest, etc*

[8. Modifying agreements under which any charge included in the total charge for credit in relation to an earlier agreement for fixed-sum credit is varied or supplemented, except modifying agreements--

(1) The total charge for credit in relation to the credit to be provided under the modified agreement, with a list of its constituent parts.

(a) which do not specify either the intervals between repayments under the modified agreement or the amounts of repayments or both the intervals and the amounts;

(2) The varied or supplemented rates of any interest on the credit to be provided under the modified agreement quoted on a per annum basis, or a statement that the rates of interest under the earlier agreement are unchanged.

(b) under which the total amount payable by the debtor under the modified agreement to discharge his indebtedness in respect of the amount of credit provided may vary according to any formula specified in such agreement having effect by reference to movements in the level of any index or to any other factor;

(3) A statement explaining how and when interest charges are calculated and applied under the modified agreement.]

(c) which provide for a variation of, or permit the creditor to vary, (whether or not by reference to any index) the amount or rate of any item included in the total charge for credit in relation to the modified agreement after the relevant date; or

(d) under which the total amount payable by the debtor under the modified agreement is not greater than the total cash price under that agreement.

[9. Modifying agreements under which--

(1) The total charge for credit in relation to the credit to be provided under the modified agreement with a list of its constituent parts and in the case of running-account credit, the total charge for credit shall be calculated on the same assumptions as are set out in paragraph 1 of

(a) any charge included in the total charge for credit in relation to an earlier agreement for fixed-sum credit is varied or supplemented and which fall within the exceptions in paragraph 8 (a) to (c); or

(b) the rate of any other charge included in the total charge for credit in relation to an earlier agreement for running-account credit is varied or supplemented.

Schedule 7 for the purpose of calculating the APR in place of the assumptions in Part 4 of the Total Charge for Credit Regulations that might otherwise apply.

(2) The varied or supplemented rates of any interest on the credit to be provided under the modified agreement quoted on a per annum basis, or a statement that the rates of interest under the earlier agreement are unchanged.

(3) A statement whether the interest rates to be shown under (2) above are fixed or variable.

(4) A statement explaining how and when interest charges are calculated and applied under the modified agreement.]

*Total amount payable*

10 Modifying agreements falling within paragraph 8.

The total amount payable under the modified agreement, being the total of any amounts to be shown under paragraphs 4, 5 or 6, and 8 above.

*Timing of repayments*

11. Modifying agreements under which--

The timing of repayments to be made under the modified agreement expressed by reference to one or more of the following--

(i) the amount of the credit to be provided under an earlier agreement for fixed-sum credit is varied or supplemented;

(a) the dates on which each repayment is to be made;

(ii) the repayment provisions of an earlier agreement for fixed-sum or for running-account credit are varied or supplemented; or

(b) the frequency and number of the repayments and the date of the first repayment or a statement indicating the manner in which that date will be determined;

(iii) any charge included in the total charge for credit in relation to an earlier agreement for fixed-sum or for running-account credit is varied or supplemented.

(c) a statement indicating the manner in which the dates of the repayments will be determined;

*Amount of repayments*

12. Modifying agreements falling within paragraph 11 but not falling within paragraph 13.

The amount of each repayment to be made under the modified agreement expressed as--

(a) a sum of money;

(b) a specified proportion of a specified amount (including the amount outstanding from time to time);

(c) a combination of heads (a) and (b) above; or

(d) in a case where the amount of any repayment cannot be expressed in accordance with head (a), (b) or (c) above, a statement indicating the manner in which the amount will be determined.

13. Modifying agreements falling within paragraph 11 where--

The amount of each repayment to be made under the modified agreement (with or without the equivalent repayment after deduction of tax in accordance with section 26 of, and Schedule 7 to, the Finance Act 1982) expressed as--

(a) a sum of money;

(i) the credit to be provided under the modified agreement is repayable by two or more instalments; and

(ii) the interest on such credit is of a type to which section 26 of, and Schedule 7 to, the Finance Act 1982 apply.

(b) a specified proportion of a specified amount (including the amount outstanding from time to time);

(c) a combination of heads (a) and (b) above; or

## [13A. Modifying agreements under which--

- (a) an earlier agreement is varied or supplemented so that different interest rates or different charges forming part of the total charge for credit or both are payable in respect of--
- (i) credit provided under the agreement for different purposes; or
- (ii) different parts of the agreement,

Whether or not the agreement is a multiple agreement; or

- (b) an earlier agreement is varied by varying the order or proportions in which any amount paid by the debtor which is not sufficient to discharge the total debt then due under the agreement will be applied or appropriated by the creditor towards the discharge of the sums due--
- (i) in respect of the amounts of credit provided for different purposes, or
- (ii) under each of the different parts of the agreement,
- as the case may require.

*APR*

## 14. Modifying agreements under which--

- (a) the amount of the credit to be provided under an earlier agreement for fixed-sum credit is varied or supplemented;
- (b) the repayment provisions of such an agreement are varied or supplemented; or
- (c) any charge included in the total charge for credit in relation to such an agreement is varied or supplemented.

## 15. Modifying agreements not falling within paragraph 16 under which--

- (a) the provisions relating to any credit limit under an earlier agreement for running-account credit are

(d) in a case where the amount of any repayment cannot be expressed in accordance with head (a), (b) or (c) above, a statement indicating the manner in which the amount will be determined:

Provided that, where the amounts to be paid by the debtor after deduction of tax in accordance with section 26 of, and Schedule 7 to, the Finance Act 1982 are the same, the requirements of this paragraph may be satisfied by a statement indicating the lowest and highest amounts of the repayments to be made under the modified agreement before deduction of tax.

A statement of the order or proportions in which any amount paid by the debtor which is not sufficient to discharge the total debt then due under the agreement will be applied or appropriated by the creditor towards the discharge of the sums due--

- (a) in respect of the amounts of credit provided for different purposes, or
- (b) under each of the different parts of the agreement,
- as the case may be.]

The APR in relation to the modified agreement or a statement indicating that the total amount payable under the modified agreement is not greater than the total cash price of the goods, services, land or other things, the acquisition of which is to be financed by credit under that agreement.

The APR in relation to the modified agreement.

varied, including a change to or from there being no credit limit;

(b) the repayment provisions of such an agreement are varied or supplemented; or

(c) any charge included in the total charge for credit in relation to such an agreement is varied or supplemented.

16. (a) Modifying agreements under which--

(i) the provisions relating to the credit limit under an earlier debtor-creditor-supplier agreement for running-account credit which fulfils all the criteria in sub-paragraph (b) below are varied;

(ii) the repayment provisions of such an agreement are varied or supplemented; or

(iii) any charge included in the total charge for credit in relation to such an agreement is varied or supplemented.

(b) The criteria referred to in sub-paragraph (a) above are that--

(i) the debtor agrees to pay the creditor an amount specified in the agreement on specified occasions;

(ii) there is a credit limit; and

(iii) charges for credit are either--

(aa) a fixed amount in respect of each transaction; or

(bb) calculated as a proportion of the price payable under a transaction financed by the credit.

17. Modifying agreements which are required under paragraph 14, 15 or 16 to disclose an APR in relation to the modified agreement and where the APR is based on a total charge for credit which is calculated to take account of relief available under section 19 of the Income and Corporation Taxes Act 1970 and Schedule 4 to the Finance Act 1976.

#### *Variable rates or items*

18. Modifying agreements which are required under paragraph 14, 15 or 16 to disclose an APR in relation to the modified agreement and under which the rate or amount of any item included in the total charge for credit in relation to the modified agreement will or may be varied (other than a variation in consequence of an event which is certain to occur)

(1) The APR in relation to the modified agreement calculated on the assumptions specified in sub-paragraphs (2) and (3) below.

(2) The first assumption referred to in sub-paragraph (1) above is the assumption that--

(a) the debtor is provided with an amount of credit at the date of the making of the modifying agreement which, taken with the amount of the charge for that credit ascertained at that date under the provisions of the modified agreement, is equal to the credit limit under the modified agreement; and

(b) the debtor repays the sum of the amounts referred to in head (a) above by payments of the amounts specified in the modified agreement on the occasions specified in that agreement and makes no other payment and obtains no further credit in relation to the account.

(3) The second assumption referred to in sub-paragraph (1) above is the like assumption as in sub-paragraph (2) above save that the sum of the amounts referred to in head (a) thereof shall be taken to be one third of the credit limit under the modified agreement.

A statement indicating that it has been assumed in the calculation of the APR in relation to the modified agreement that relief may be available under section 19 of the Income and Corporation Taxes Act 1970 and Schedule 4 to the Finance Act 1976 in respect of premiums under certain policies of insurance without any deduction under section 21 of the said Act of 1970.

A statement indicating that in calculating the APR in relation to the credit to be provided under the modified agreement no account has been taken of any variation which may occur under that agreement of the rate or amount of any item entering into that calculation.

19. Modifying agreements falling within paragraph 18

A statement indicating the circumstances in which any variation referred to in paragraph 18 above may occur and, where that information is ascertainable at the time at which the document referred to in section 61(1) of the Act is presented or sent to the debtor for signature, the time at which any such variation may occur.

[19A. Modifying agreements which are required under paragraph 14, 15 or 16 to disclose an APR in relation to the modified agreement and under which the provisions of an earlier agreement are varied or supplemented with the result that the modified agreement is an agreement to which regulation 15A of the Total Charge for Credit Regulations applies.

The initial standard variable rate (within the meaning of regulation 15A(2) of the Total Charge for Credit Regulations) in relation to the modified agreement, together with a statement explaining--

- (a) what that rate is; and
- (b) that it has been taken into account in calculating the APR in relation to the modified agreement.]

#### OTHER INFORMATION

##### *Security provided by the debtor*

20. Modifying agreements (to which section 114 of the Act applies) under which an article taken in pawn by any person under an earlier agreement is varied or supplemented and where no separate pawn-receipt is given.

A statement indicating that an article has been taken in pawn under the modified agreement and a description of the article, unless unchanged from that in the earlier agreement, sufficient to identify it.

21. Modifying agreements (except those referred to in paragraph 20) under which--

A description of the new, additional or varied security to be provided by the debtor in relation to the modified agreement and of the subject matter to which it relates, sufficient to identify the new, additional or varied security, or a statement indicating that the debtor is no longer providing any security in relation to that agreement.

(a) any provisions for security provided by the debtor in relation to an earlier agreement to secure the carrying out of the obligations of the debtor under the earlier agreement are varied (including a variation to or from there being no security provided by the debtor); or

(b) new or additional security is to be provided by the debtor.

##### *[Charges*

22. Modifying agreements under which any provision for charges under an earlier agreement are varied, including a variation to or from there being no such charges.

(1) A list of any charges payable under the modified agreement to the creditor upon failure by the debtor or a relative of his to do or refrain from doing anything which he is required to do or refrain from doing, as the case may be, or a statement indicating that no such charges are payable as the case may be.

- (2) A statement indicating any term of the modified agreement which provides for charges
- (a) not required to be shown under (1) above; or
  - (b) included in the total charge for credit.]

##### *[Cancellation rights*

23. Modifying agreements that are not treated as cancellable agreements under section 82(5) of the Act.

A statement that the modifying agreement is not cancellable.

##### *Amount payable on early settlement*

24. Agreements for fixed sum credit for a term of more than one month.
- (1) Examples based on the amount of credit to be provided under the agreement or the nominal amount of either £1000 or £100, showing the amount that would be payable if the debtor exercised the right under section 94 of the Act to discharge his indebtedness on the date when--
- (a) a quarter of the term of the agreement elapses;
  - (b) half of the term elapses; and
  - (c) three quarters of the term elapses,
- or on the first repayment date after each of those dates.
- (2) A statement explaining that, in calculating the amounts shown, no account has been taken of any variation which might occur under the agreement, and that the amounts are accordingly only illustrative.]

## NOTES

### Amendment

Para 1: substituted by SI 2004/1482, regs 2, 16(1), (2).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Para 2: in column (2) words ", postal address and, where appropriate, any other address" in square brackets in both places they occur substituted by SI 2004/3236, art 4(1), (7).

Date in force: 31 December 2004: see SI 2004/3236, art 1(1).

Para 5: in column (1) sub-para (b) substituted by SI 2004/1482, regs 2, 16(1), (3)(a).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Para 5: in column (2) sub-para (3) substituted by SI 2004/1482, regs 2, 16(1), (3)(b).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Para 6: substituted by SI 2004/1482, regs 2, 16(1), (4).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Paras 7A, 7B: inserted by SI 2004/1482, regs 2, 16(1), (5).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Para 8: substituted by SI 2004/1482, regs 2, 16(1), (6).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Para 9: substituted by SI 2004/1482, regs 2, 16(1), (7).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Para 13A: inserted by SI 2004/1482, regs 2, 16(1), (8).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Para 19A: inserted by SI 1999/3177, reg 4(e).

Date in force: 14 April 2000: see SI 1999/3177, reg 2.

Para 22: substituted by SI 2004/1482, regs 2, 16(1), (9).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Paras 23, 24: inserted by SI 2004/1482, regs 2, 16(1), (10).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Agreements) Regulations 1983 (SI 1983/1553)/SCHEDULE 8 Regulated Modifying Agreements/Part II Information to be Contained in Documents Embodying Regulated Modifying Agreements Varying or Supplementing Earlier Hire Agreements

## Part II

### Information to be Contained in Documents Embodying Regulated Modifying Agreements Varying or Supplementing Earlier Hire Agreements

#### Regulation 7(9)

TYPE OF MODIFYING AGREEMENT	INFORMATION
<p>(1)</p> <p><i>Nature of modifying agreement</i></p> <p>[1. All types</p>	<p>(2)</p> <p>(1) A heading in the following form of words-- "Agreement modifying a Hire Agreement and regulated by the Consumer Credit Act 1974". (2) Where the credit is being secured on land the words "secured on" followed by the address of the land shall be inserted at the end of the heading.]</p>
<p><i>Parties to modifying agreement</i></p> <p>2. All types.</p>	<p>(1) The name[, postal address and, where appropriate, any other address] of the owner. (2) The name[, postal address and, where appropriate, any other address] of the hirer.</p>
<p>FINANCIAL AND RELATED PARTICULARS</p> <p><i>Description of goods</i></p>	

3. Modifying agreements under which--

A list or other description of the goods to be bailed or hired under the modified agreement (whether or not varied or supplemented under the modifying agreement);

(a) goods to be bailed or hired under an earlier agreement are varied or supplemented; or

Provided that, where the description of all goods to be bailed or hired under the earlier agreement is unchanged, the requirements of this paragraph may be satisfied in relation to such goods by a statement clearly indicating that the descriptions in the earlier agreement are unchanged.

(b) any provision of an earlier agreement relating to advance, hire or other payments is varied but the goods to be bailed or hired under the earlier agreement are not varied or supplemented.

*Advance payments*

4. Modifying agreements in relation to which any advance payment is to be made by the hirer additional to any made in relation to an earlier agreement (whether under the modifying agreement or as a condition precedent to the making of that agreement) before he is to take possession of any additional goods to be bailed or hired under that agreement or, as the case may be, before he enters into that agreement.

The amount of the additional advance payments to be made by the hirer in relation to the modifying agreement, and, where the modifying agreement is a cancellable agreement, the nature of such payments.

*Hire payments*

5. Modifying agreements under which any provisions of an earlier agreement relating to hire payments, other than advance payments, are varied or supplemented.

(1) The amount of each hire payment (other than an advance payment) to be made by the hirer under the modified agreement in relation to any period on or after the date of the modifying agreement.  
 (2) The timing of such payments expressed by reference to one or more of the following--  
 (a) the dates on which each payment is to be made;  
 (b) the frequency and number of payments and the date of the first payment or a statement indicating the manner in which that date will be determined;  
 (c) a statement indicating the manner in which the dates of the payments will be determined.

*Other payments*

6. Modifying agreements under which any provisions of an earlier agreement relating to payments other than advance payments and hire payments are varied or supplemented, including a change to or from there being no such other payments.

(1) The amount (or a statement indicating the manner in which the amount will be determined) of each of the following descriptions of payments (not being an advance payment or a hire payment) to be made under the modified agreement by, or on behalf of, the hirer, or a relative of his, to the owner in relation to any period on or after the date of the modifying agreement, that is to say,--  
 (a) any payment under arrangements for the installation, care, maintenance or protection of any goods;  
 (b) any premium under a contract of insurance; or  
 (c) any payment payable on termination of the modified agreement (other than a payment on default to be shown under paragraph 10 below).  
 (2) The timing of such payments to be made under the modified agreement expressed by reference to one or more of the following--  
 (a) the dates on which each payment is to be made;

(b) the frequency and number of the payments and the date of the first payment or a statement indicating the manner in which that date will be determined; or

(c) a statement indicating the manner in which the dates of the payments will be determined.

(3) References in this paragraph to the owner include references to his near relative, his partner and a member of a group of which he is a member, to any person nominated by him or by any such person in relation to the arrangements, the contract of insurance or the termination of the modified agreement, and to a near relative of his partner; and "near relative" means, in relation to any person, the husband, wife, father, mother, brother, sister, son or daughter of that person and "group" means the person (including a company) having control of a company together with all the companies directly or indirectly controlled by him.

#### *Variable payments*

7. Modifying agreements including provisions for variation of hire or other payments, where the amount of any such payment following any variation cannot be ascertained at the time of the making of the modifying agreement.

(1) Subject to sub-paragraph (2) below, a statement indicating the circumstances in which any hire payment to be shown under paragraph 5 above or any other payment to be shown under paragraph 6 may be varied under the modified agreement and, where that information is ascertainable at the time at which the document referred to in section 61(1) of the Act is presented or sent to the hirer for signature, the time at which any such variation may occur.

(2) Sub-paragraph (1) above does not apply to a variation under the modified agreement which takes account only of a change in value added tax.

(3) References in sub-paragraph (2) above to a change in value added tax include references to a change to or from no tax being charged.

#### *Duration of hire*

8. Modifying agreements under which--

A statement indicating that goods are to be bailed or hired under the modified agreement for a fixed-period or a minimum period, as the case may be, and the duration of that period.

(a) additional goods are to be bailed or hired for a fixed period or a minimum period; or

(b) any provisions of any earlier agreement that goods are to be bailed or hired for a fixed period or a minimum period are varied, including a variation to or from there being no such fixed or minimum period.

#### **OTHER INFORMATION**

##### *Security provided by the hirer*

9. Modifying agreements under which--

A description of the new, additional or varied security to be provided by the hirer in relation to the modified agreement and of the subject matter to which it relates, sufficient to identify the new, additional or varied security, or a statement indicating that the hirer is no longer providing any security in relation to that agreement.

(a) any provisions for security provided by the

hirer in relation to an earlier agreement to secure the carrying out of the obligations of the hirer under the earlier agreement are varied (including a variation to or from there being no security provided by the hirer); or

(b) new or additional security is to be provided by the hirer.

*Charges on default*

10. Modifying agreements under which any provisions for charges on default under an earlier agreement are varied, including a variation to or from there being no such charges.

[A list of all] charges payable under the modified agreement to the owner upon failure by the hirer or a relative of his to do or refrain from doing, as the case may be, or a statement indicating that no such charges are payable under that agreement.

*[Cancellation rights*

11. Modifying agreements that are not treated as cancellable agreements under section 82(5) of the Act.

A statement that the modifying agreement is not cancellable.]

## NOTES

### Amendment

Para 1: substituted by SI 2004/1482, regs 2, 17(1), (2).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Para 2: in column (2) words ", postal address and, where appropriate, any other address" in square brackets in both places they occur substituted by SI 2004/3236, art 4(1), (8).

Date in force: 31 December 2004: see SI 2004/3236, art 1(1).

Para 10: in column (2) words "A list of all" in square brackets substituted by SI 2004/1482, regs 2, 17(1), (3).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.

Para 11: inserted by SI 2004/1482, regs 2, 17(1), (4).

Date in force: 31 May 2005: see SI 2004/1482, reg 1; for transitional provisions see reg 18 thereof.