

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Cancellation Notices and Copies of Documents) Regulations 1983 (SI 1983/1557)

1983 No 1557

Consumer Credit (Cancellation Notices and Copies of Documents) Regulations 1983

Made - - - 24th October 1983

Authority: Consumer Credit Act 1974, ss 58(1), 64(1), 180, 182(2), 189(1)

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Cancellation Notices and Copies of Documents) Regulations 1983 (SI 1983/1557)/1 Citation, commencement and interpretation

1 Citation, commencement and interpretation

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

(2) In these Regulations--

"the Act" means the Consumer Credit Act 1974;

"Agreements Regulations" means the Consumer Credit (Agreements) Regulations 1983 and any reference to any provision of those Regulations includes in the case of modifying agreements which are, or are treated as, regulated agreements a reference to Regulation 7 of, and the appropriate paragraph of Schedule 8 to, those Regulations;

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

"lettering" includes figures and symbols.

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Cancellation Notices and Copies of Documents) Regulations 1983 (SI 1983/1557)/2 Legibility of notices and copy documents and wording of prescribed Forms

2 Legibility of notices and copy documents and wording of prescribed Forms

(1) The lettering in every notice in a Form prescribed by these Regulations and in every copy of an executed agreement, security instrument or other document referred to in the Act and delivered or sent to a debtor, hirer or surety under any provision of the Act shall, apart from any signature, be easily legible and of a colour which is readily distinguishable from the [background medium upon which the information is displayed].

(2) The wording of any Form prescribed by these Regulations shall be reproduced in copies of unexecuted or executed agreements or in Notices of Cancellation Rights sent [by an appropriate method] under section 64(1)(b) or (2) of the Act without any alteration or addition, except that--

(a) the creditor or owner may enter the name and address of the debtor or hirer in any Cancellation Form prescribed by these Regulations; and

(b) every Form shall be completed in accordance with any footnote.

(3) Any such footnote shall not be treated as part of any Form prescribed by these Regulations and may be reproduced in addition to any such Form.

(4) Where any such footnote requires any words to be omitted, those words shall be omitted or deleted.

(5) Where words are shown in capital letters in any Form prescribed in Parts I to IV of the Schedule to these Regulations and are reproduced in copies of unexecuted or executed agreements they shall be afforded more prominence (whether by capital letters, underlining, large or bold print or otherwise) than any other lettering in that Form except lettering inserted in accordance with paragraph (2) above and no less prominence than that given to any other information in the copy apart from the heading to the agreement or copy, the annual percentage rate of charge for credit, trade names, names of parties to the agreement or lettering in the document inserted in handwriting.

(6) Where words are shown in capital letters in any Form prescribed in Part VI of the Schedule to these Regulations and are reproduced in Notices of Cancellation Rights sent [by an appropriate method] under section 64(1)(b) or (2) of the Act they shall be afforded more prominence (whether by capital letters, underlining, large or bold print or otherwise) than any other lettering in that Form except lettering inserted in accordance with paragraph (2) above.

NOTES

Amendment

Para (1): words "background medium upon which the information is displayed" in square brackets substituted by SI 2004/3236, art 6(1), (2)(a).

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

Para (2): words "by an appropriate method" in square brackets substituted by SI 2004/3236, art 6(1), (2)(b).

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

Para (6): words "by an appropriate method" in square brackets substituted by SI 2004/3236, art 6(1), (2)(c).

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

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Cancellation Notices and Copies of Documents) Regulations 1983 (SI 1983/1557)/3 General requirements as to form and content of copy documents

3 General requirements as to form and content of copy documents

(1) Subject to the following provisions of these Regulations, every copy of an executed agreement, security instrument or other document referred to in the Act and delivered or sent to a debtor, hirer or surety under any provision of the Act shall be a true copy thereof.

(2) There may be omitted from any such copy--

(a) any information included in an executed agreement, security instrument or other document relating to the debtor, hirer or surety or included for the use of the creditor or owner only which is not required to be included therein by the Act or any Regulations thereunder as to the form and content of the document of which it is a copy;

(b) any signature box, signature or date of signature (other than, in the case of a copy of a cancellable executed agreement delivered to the debtor under section 63(1) of the Act, the date of the signature by the debtor of an agreement to which section 68(b) of the Act applies);

(c) in the case of any copy of an unexecuted agreement delivered or sent to the debtor or hirer under section 62 of the Act, the name and address of the debtor or hirer; and

[(d) in the case of any copy of an executed agreement given to the debtor under section 77(1) of the Act for fixed-sum credit, or under section 78(1) for running-account credit, under which a person takes any articles in pawn, any description of the article taken in pawn.]

NOTES**Amendment**

Para (2): sub-para (d) substituted by SI 1984/1108, reg 2(a).

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Cancellation Notices and Copies of Documents) Regulations 1983 (SI 1983/1557)/4 Copies of unexecuted agreements given under section 58(1) of the Act

4 Copies of unexecuted agreements given under section 58(1) of the Act

Where the agreement is one to which section 58(1) of the Act applies, every copy of the unexecuted agreement given to a debtor or hirer under section 58(1) of the Act shall include--

- (a) a heading which shall be in the Form numbered 1 in Column 1 of Part I of the Schedule to these Regulations and set out in Column 3 [shown prominently on] the copy, instead of any heading referred to in Regulations 2(1) and 3(1) of, and paragraph 1 of Schedules 1 and 3 to, the Agreements Regulations; and
- (b) a box containing only a notice indicating the right of the debtor or hirer to withdraw from the prospective agreement, and how and when the right is exercisable, in the Form numbered 2 in Column 1 of Part I of the Schedule to these Regulations and set out in Column 3, instead of any statement of the rights of the debtor or hirer referred to in Regulations 2(3) and 3(3) of, and Form 1 of Schedules 2 and 4 to, the Agreements Regulations.

NOTES**Amendment**

In para (a) words "shown prominently on" in square brackets substituted by SI 2004/3236, art 6(1), (3).

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

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Cancellation Notices and Copies of Documents) Regulations 1983 (SI 1983/1557)/5 Copies of cancellable unexecuted and executed agreements

5 Copies of cancellable unexecuted and executed agreements

(1) Every copy of a cancellable unexecuted agreement delivered or sent to a debtor or hirer under section 62 of the Act or of a cancellable executed agreement delivered to him under section 63(1) of the Act shall include a box containing only a notice indicating the right of the debtor or hirer to cancel the agreement, and how and when that right is exercisable, in the Form numbered in Column 1 in Part II of the Schedule to these Regulations and set out in Column 3 appropriate to the type of agreement referred to in Column 2, instead of any statement of the rights of the debtor or hirer referred to in Regulations 2(3) and 3(3) of, and [Forms 4 to 6] of Schedule 2 and [Forms 4 and 5] of Schedule 4 to, the Agreements Regulations.

(2) Every copy of a cancellable executed agreement sent [by an appropriate method] to the debtor or hirer under section 63(2) of the Act within the seven days following the making of the agreement or under section 63(4) shall include--

- (a) a box containing only a notice indicating the right of the debtor or hirer to cancel the agreement, and how and when that right is exercisable, in the Form numbered in Column 1 in Part III of the Schedule to these Regulations and set out in Column 3 appropriate to the type of agreement referred to in Column 2, instead of any statement of the rights of the debtor or hirer referred to in Regulations 2(3) and 3(3) of, and [Forms 4 to 6] of Schedule 2 and [Forms 4 and 5] of Schedule 4 to, the Agreements Regulations; and
- (b) a Cancellation Form which shall be in the Form specified in Part IV of the Schedule.

[(2A) Nothing in this Regulation shall prohibit the inclusion in the cancellable unexecuted or executed agreement of information about the process or means of providing, communicating or verifying the cancellation by the use of an electronic communication.]

(3) Where a notice indicating the right of the debtor or hirer to cancel a cancellable unexecuted or executed agreement does not appear prominently on the first page of any copy of such an agreement delivered or sent to the debtor or hirer under section 62 or 63 of the Act, the copy shall include on its first page a box containing only the statement in the Form specified in Part V of the Schedule to these Regulations.

[(4) In the case of--

- (a) an unexecuted agreement a copy of which is required to be delivered or sent to a debtor or hirer under section 62 of the Act;
- (b) an executed agreement a copy of which is required to be delivered to a debtor or hirer under section 63(1); or
- (c) an executed agreement a copy of which is required to be given to a debtor or hirer under section 63(2) or (4), and

which is not a cancellable agreement within the meaning of the Act and these Regulations but which may be cancelled by the debtor or hirer in accordance with terms of the agreement conferring upon him similar rights as if the agreement were such a cancellable agreement, the agreement may be treated for the purposes of this Regulation as if it were a cancellable agreement within the meaning of the Act and of these Regulations, and Regulation 2 shall then apply as if the agreement were such a cancellable agreement.]

NOTES

Amendment

Para (1): words "Forms 4 to 6" in square brackets substituted by SI 2004/2619, reg 5(1), (2)(a).

Date in force: 31 May 2005: see SI 2004/2619, reg 1(2).

Para (1): words "Forms 4 and 5" in square brackets substituted by SI 2004/2619, reg 5(1), (2)(a).

Date in force: 31 May 2005: see SI 2004/2619, reg 1(2).

Para (2): words "by an appropriate method" in square brackets substituted by SI 2004/3236, art 6(1), (4)(a).

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

Para (2): in sub-para (a) words "Forms 4 to 6" in square brackets substituted by SI 2004/2619, reg 5(1), (2)(b).

Date in force: 31 May 2005: see SI 2004/2619, reg 1(2).

Para (2): in sub-para (a) words "Forms 4 and 5" in square brackets substituted by SI 2004/2619, reg 5(1), (2)(b).

Date in force: 31 May 2005: see SI 2004/2619, reg 1(2).

Para (2A): inserted by SI 2004/3236, art 6(1), (4)(b).

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

Para (4): inserted by SI 1984/1108, reg 2(b).

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Cancellation Notices and Copies of Documents) Regulations 1983 (SI 1983/1557)/6 Notices of cancellation rights sent by post under section 64(1)(b) or (2) of the Act

6 Notices of cancellation rights sent by post under section 64(1)(b) or (2) of the Act

Any notice which indicates the right of the debtor or hirer to cancel a cancellable agreement, and how and when that right is exercisable, and which is sent [by an appropriate method] to the debtor or hirer under section 64(1)(b) of the Act within the seven days following the making of the agreement or under section 64(2), shall be--

- (a) in the Form numbered in Column 1 in Part VI of the Schedule to these Regulations and set out in Column 3 appropriate to the type of agreement referred to in Column 2; and
- (b) on a single sheet of paper, and
 - (i) if the notice is entirely on one side of the paper, the Cancellation Form forming part of that notice shall be on that side; or
 - (ii) if the notice is continued on the back of the paper, the symbol and word "/over" shall be shown below that part of the text which appears on the front of the paper.

NOTES

Amendment

Words "by an appropriate method" in square brackets substituted by SI 2004/3236, art 6(1), (5).

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

See Further

See further, in relation to the disapplication of para (b) above to a notice which is transmitted in the form of an electronic communication in accordance with the Consumer Credit Act 1974, s 176A: the Consumer Credit (Cancellation Notices and Copies of Documents) Regulations 1983, SI 1983/1557, reg 6A (as inserted by SI 2004/3236, art 6(1), (6)).

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Cancellation Notices and Copies of Documents) Regulations 1983 (SI 1983/1557)/[6A]

[6A]

[Regulation 6(b) shall not apply to a notice which is transmitted in the form of an electronic communication in accordance with section 176A of the Act.]

NOTES

Amendment

Inserted by SI 2004/3236, art 6(1), (6).

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

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Cancellation Notices and Copies of Documents) Regulations 1983 (SI 1983/1557)/[6B]

[6B]

[Nothing in this Regulation shall prohibit the inclusion in a notice of information about the process or means of providing, communicating or verifying the cancellation by the use of an electronic communication.]

NOTES**Amendment**

Inserted by SI 2004/3236, art 6(1), (6).

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

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Cancellation Notices and Copies of Documents) Regulations 1983 (SI 1983/1557)/7 Copies of agreements or security instruments where the agreement or security instrument has been varied

7 Copies of agreements or security instruments where the agreement or security instrument has been varied

- (1) Where an agreement has been varied in accordance with section 82(1) of the Act, every copy of the executed agreement given to a debtor, hirer or surety under any provision of the Act other than section 85(1) shall include either--
- (a) an easily legible copy of the latest notice of variation given in accordance with section 82(1) of the Act relating to each discrete term of the agreement which has been varied; or
 - (b) an easily legible statement of the terms of the agreement as varied in accordance with section 82(1) of the Act.
- (2) Where a security provided in relation to a regulated agreement has been varied, every copy of the security instrument relating to it given to a debtor, hirer or surety under any provision of the Act shall include either--
- (a) an easily legible copy of any document varying the security; or
 - (b) an easily legible statement of the terms of the security as varied.

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Cancellation Notices and Copies of Documents) Regulations 1983 (SI 1983/1557)/8 Copies of credit-token agreements where the agreement contains a power of variation

8 Copies of credit-token agreements where the agreement contains a power of variation

Every copy of an executed credit-token agreement given to the debtor under section 85(1) of the Act where the agreement may be varied under a power contained in it shall comprise an easily legible statement of the current terms of the agreement (whether or not varied in accordance with section 82(1) of the Act).

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Cancellation Notices and Copies of Documents) Regulations 1983 (SI 1983/1557)/9 Copies of old agreements and security instruments where the agreement or security instrument has been lost etc

9 Copies of old agreements and security instruments where the agreement or security instrument has been lost etc

Any copy of an executed agreement made before 19th May 1985 or of a security instrument relating to security provided before that date which is given to the debtor, hirer or surety under any provision of the Act on or after that date may comprise an easily legible statement of the current terms of the agreement or security as the case may be insofar as they are known to the creditor or owner where, due to an accident or some other cause beyond his control, the creditor or owner does not have in his possession the executed agreement or security instrument or any copy thereof.

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Cancellation Notices and Copies of Documents) Regulations 1983 (SI 1983/1557)/10 Surety's copy of enforcement, default and termination notices

10 Surety's copy of enforcement, default and termination notices

Every copy of a default notice or a notice under section 76(1) or 98(1) of the Act served on any surety under section 111 (1) of the Act shall contain a prominent heading in one of the following forms of words:--

"Surety's copy of notice served on debtor" or

"Surety's copy of notice served on hirer",

as the case may require.

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Cancellation Notices and Copies of Documents) Regulations 1983 (SI 1983/1557)/11 Duty to supply copies of documents not to apply to certain kinds of documents

11 Duty to supply copies of documents not to apply to certain kinds of documents

A duty imposed by the Act to supply a copy of a document referred to in an unexecuted agreement or an executed agreement shall not apply to a document of any of the following kinds:--

(a) a document obtained by the debtor or hirer from a person other than the creditor or owner and supplied by the debtor or hirer to the creditor or owner;

[(aa) in the case of an agreement of the description specified in the Schedule to the Consumer Credit (Notices of Cancellation Rights) (Exemptions) Regulations 1983 and terms of which are contained in a catalogue which is at all reasonable times during the agreement readily available for inspection by the debtor, a copy of the catalogue in question;]

(b) a document, not being a security, which constitutes, evidences or relates to title to property of any kind or relates to the rights or duties of the debtor or hirer in respect of such property;

(c) a document kept, or to be kept, by the debtor or hirer under the terms of, or in consequence of, the agreement;

(d) an official or certified copy of any entry in a register maintained by, or on behalf of, a government department or other body charged with a public administrative or statutory function and open to public inspection (whether in the United Kingdom or elsewhere);

(e) an enactment, other than Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970;

(f) a document, other than an enactment, published by, or on behalf of, a government department or other body charged with a public administrative or statutory function (whether in the United Kingdom or elsewhere); or

(g) in the case of a modifying agreement, a document embodying the terms of the earlier agreement other than a document a copy of which is required to be given under section 77(1), 78(1), 79(1), 85(1), 10(5), 107(1), 108(1) or 109 (1) of the Act.

[(h) in the case of an unexecuted or executed agreement where the prospective regulated agreement or regulated agreement as the case may be is to be or is secured on land, any document referred to in the unexecuted agreement or executed agreement as the case may be in a case where the debtor or hirer has earlier been supplied with a copy of that document in an identical form by virtue of any requirement of the Act.]

NOTES

Amendment

Para (aa): inserted by SI 1985/666, reg 3.

Para (h): inserted by SI 1989/591, reg 2.

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Cancellation Notices and Copies of Documents)
Regulations 1983 (SI 1983/1557)/SCHEDULE

SCHEDULE

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Cancellation Notices and Copies of Documents)
Regulations 1983 (SI 1983/1557)/SCHEDULE/Part I

Part I

Regulation 4

FORM OF HEADING TO BE INCLUDED IN COPIES OF UNEXECUTED AGREEMENTS WHERE THE PROSPECTIVE REGULATED AGREEMENT IS TO BE SECURED ON LAND, GIVEN TO THE DEBTOR OR HIRER UNDER SECTION 58(1) OF THE ACT

FORM	TYPE OF AGREEMENT	FORM
(1)	(2)	(3)
1	An agreement to which section 58(1) of the Act applies.	Copy of proposed (credit) (hire)1 agreement containing notice of your right to withdraw Do NOT sign or return this copy Note: 1 Creditor or owner to omit word in brackets not applicable.

FORM OF NOTICE OF RIGHT TO WITHDRAW TO BE INCLUDED IN COPIES OF UNEXECUTED AGREEMENTS WHERE THE PROSPECTIVE REGULATED AGREEMENT IS TO BE SECURED ON LAND, GIVEN TO THE DEBTOR OR HIRER UNDER SECTION 58(1) OF THE ACT

[FORM	TYPE OF AGREEMENT	FORM
NO	(2)	(3)
2	An agreement of the kind to which Form 1 applies.	YOUR RIGHT TO WITHDRAW This is a copy of your proposed (credit) (hire)1 agreement which is to be secured on land. It has been given to you now so that you may have at least a week to consider its terms before the actual agreement is sent to you for signature. You should read it carefully. If you do not understand it, you may need to seek professional advice. If you do not wish to go ahead with it, you need not do so. If you decide NOT to go ahead with the agreement, you should inform 2 or, if you prefer, any supplier or broker involved in the negotiations. You can do this in writing or orally for example by telephone. If the agreement arrives for signature and you have decided NOT to go ahead, DO NOT SIGN IT. Then you will not be legally bound by the agreement. (Note: Your notice of withdrawal will not

affect (your contract for life assurance) (your contract for insurance) (your contract of guarantee) (your contract to open a current account) (your contract to open a deposit account).1(The place where your financial obligations consequent upon withdrawal from this agreement are shown is 3.) 4) 1

Notes:

1 Creditor or owner to omit words in brackets where not applicable.

2 Creditor or owner to insert the words "the creditor" or "the owner" as the case may require or the expression by which the creditor or owner is referred to in the copy of the unexecuted agreement, or an appropriate pronoun.

3 Creditor or owner to insert a clear reference to the place where these obligations appear.

4 Creditor or owner may include words in brackets where applicable.]

NOTES

Amendment

Form 2: substituted by SI 1988/2047, reg 2.

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Cancellation Notices and Copies of Documents) Regulations 1983 (SI 1983/1557)/SCHEDULE/[Part II]

[Part II]

NOTES

Amendment

Substituted by SI 2004/2619, reg 5(1), (3).

Date in force: 31 May 2005: see SI 2004/2619, reg 1(2).

[Regulation 5(1)]

NOTES

Amendment

Substituted by SI 2004/2619, reg 5(1), (3).

Date in force: 31 May 2005: see SI 2004/2619, reg 1(2).

[Forms of Notice of Cancellation Rights to be Included in Copies of Cancellable Unexecuted or Executed Agreements given to the Debtor or Hirer under Section 62 or 63(1) of the Act

FORM NO (1)	TYPE OF AGREEMENT (2)	FORM (3)
3	A regulated consumer credit agreement to which section 68(b) of the Act applies.	<p>YOUR RIGHT TO CANCEL</p> <p>You have a right to cancel this agreement for FOURTEEN DAYS starting with the day after you signed it. You can do this by sending or taking a WRITTEN notice of cancellation to¹</p> <p>If you intend to cancel, you should not use any goods you already have under the agreement and you should keep them safe. You can wait for them to be collected from you and you need not hand them over unless you receive a written request.</p> <p>Notes:</p>
4	A regulated hire-purchase agreement, conditional sale agreement or consumer hire agreement (other than one to which Form 3 applies or, in the case of a modifying agreement, one to which Form 9 applies).	<p>1 Creditor or agent to insert name and address of person to whom notice may be given, or an indication of the person to whom notice may be given with a clear reference to the place in the document where his name and address appear.</p> <p>YOUR RIGHT TO CANCEL</p> <p>Once you have signed, you will have for a short time a right to cancel this agreement. You can do this by sending or taking WRITTEN [, or giving ORAL,]¹ notice of cancellation to²</p> <p>If you cancel this agreement you,³</p> <p>[If you already have any goods under the agreement, you should not use them and should keep them safe. (Legal action may be taken against you if you do not take proper care of them.) You can wait for them to be collected from you and you need not hand them over unless you receive a written request.]⁴</p> <p>[Note: Your notice of cancellation will not affect [your contract for life assurance] [your contract for insurance] [your contract of guarantee] [your contract to open a current account] [your contract to open a deposit account].¹[The place where your financial obligations consequent upon cancellation of this agreement are shown is⁵]⁶]¹</p> <p>Notes:</p>
5	A debtor-creditor-supplier	<p>YOUR RIGHT TO CANCEL</p>

agreement falling within section 12 (a) or (b) of the Act (other than one to which Form 3 or 4 applies or, in the case of a modifying agreement, one to which Form 9 applies).

Once you have signed, you will have for a short time a right to cancel this agreement. You can do this by sending or taking WRITTEN [, or giving ORAL,]¹ notice of cancellation to²

If you cancel this agreement, you³

[If you already have any goods under the agreement, you should not use them and should keep them safe. (Legal action may be taken against you if you do not take proper care of them.) You can wait for them to be collected from you and you need not hand them over unless you receive a written request.]⁴

[You will not, however, be required to hand back any goods supplied to meet an emergency or which have already been incorporated, for example in your home. But you will still be liable to pay for emergency goods or services or for any goods which have been incorporated by you or one of your relatives.]⁴

[Note: Your notice of cancellation will not affect [your contract for life assurance] [your contract for insurance] [your contract of guarantee] [your contract to open a current account] [your contract to open a deposit account].¹ [The place where your financial obligations consequent upon cancellation of this agreement are shown is⁵]⁶]¹

Notes:

1 Creditor to omit the words in square brackets where not applicable.

2 Creditor to insert name and address and, where oral notice may be given, the telephone number of person to whom notice may be given, or an indication of the person to whom notice may be given with a clear reference to the place in the document where his name and address and, where applicable, telephone number appear.

3 Creditor to state whether money paid, goods given in part exchange (or their value) or property given as security will be returned to, and whether any further payment needs to be made by, the debtor having regard to any applicable statutory provision.

4 Creditor may omit words in square brackets where not applicable.

5 Creditor to insert a clear reference to the place where these obligations appear.

6 Creditor may include words in square brackets where applicable.

YOUR RIGHT TO CANCEL

Once you have signed, you will have for a short time a right to cancel this agreement. You can do this by sending or taking WRITTEN [, or giving ORAL,]¹ notice of cancellation to²

If you cancel this agreement you,³

[Note: Your notice of cancellation will not affect [your contract for life assurance] [your contract for insurance] [your contract of guarantee] [your contract to open a current account] [your contract to open a deposit account].¹ [The place where your financial obligations consequent upon cancellation of this agreement are shown is⁴]⁵]¹

Notes:

6

A regulated consumer credit agreement (other than one to which Form 3, 4 or 5 applies or which is a multiple agreement of the kind to which Form 7 or 8 applies or, in the case of a modifying agreement, one to which Form 9 applies).

7

A multiple agreement which places at least one part within one category of agreement to which either Form 4 or 5 applies and at least one part within one category of agreement to which Form 6 applies (other than one to which Form 8 applies).

1 Creditor to omit the words in square brackets where not applicable.

2 Creditor to insert name and address and, where oral notice may be given, the telephone number of person to whom notice may be given, or an indication of the person to whom notice may be given with a clear reference to the place in the document where his name and address and, where applicable, telephone number appear.

3 Creditor to state whether money paid or property given as security will be returned to the debtor, whether any money lent must be repaid by the debtor and whether, or the circumstances in which, any interest or other charges are payable by the debtor upon cancellation, having regard to any applicable statutory provision.

4 Creditor to insert a clear reference to the place where these obligations appear.

5 Creditor may include words in square brackets where applicable.

YOUR RIGHT TO CANCEL

Once you have signed, you will have for a short time a right to cancel this agreement. You can do this by sending or taking WRITTEN [, or giving ORAL,]¹ notice of cancellation to².

If you cancel this agreement you,³

[Any goods which you already have under the agreement, apart from any purchased out of a cash loan, will have to be returned. Such goods should not be used and should be kept safe. (Legal action may be taken against you if you do not take proper care of them.) You can wait for them to be collected from you and you need not hand them over unless you receive a written request.]⁴

[You will not, however, be required to hand back any goods supplied to meet an emergency or which have already been incorporated, for example in your home. But you will still be liable to pay for emergency goods or services or for any goods which have been incorporated by you or one of your relatives.]⁵

[Note: Your notice of cancellation will not affect [your contract for life assurance] [your contract for insurance] [your contract of guarantee] [your contract to open a current account] [your contract to open a deposit account].¹

[The place where your financial obligations consequent upon cancellation of this agreement are shown is⁶]⁷¹

Notes:

1 Creditor or owner to omit the words in square brackets where not applicable.

2 Creditor or owner to insert name and address and, where oral notice may be given, the telephone number of person to whom notice may be given, or an indication of the person to whom notice may be given with a clear reference to the place in the document where his name and address and, where applicable, telephone number appear.

3 Creditor or owner to state whether money paid, goods given in part exchange (or their value) or property given as security will be returned to the debtor or hirer, whether any further payment needs to be made by the debtor or hirer and

- whether, or the circumstances in which, any interest or other charges are payable by the debtor or hirer upon cancellation, having regard to any applicable statutory provision.
- 4 Creditor or owner may omit words in square brackets where not applicable.
- 5 Paragraph in square brackets applies only where the notice relates to a multiple agreement of which at least one part is a debtor-creditor-supplier agreement falling within section 12(a) or (b) of the Act, not being a hire-purchase or conditional sale agreement. Creditor may omit this paragraph if inapplicable.
- 6 Creditor or owner to insert a clear reference to the place where these obligations appear.
- 7 Creditor or owner may include words in square brackets where applicable.
- 8 A multiple agreement of which at least one part is a debtor-creditor agreement and at least one part is a credit agreement not regulated by the Act.
- YOUR RIGHT TO CANCEL**
- Once you have signed, you will have for a short time a right to cancel that part of this agreement which is regulated by the Consumer Credit Act 1974. You can do this by sending or taking WRITTEN [, or giving ORAL,]¹ notice of cancellation to²
- If you cancel you,³
- [Note: Your right of cancellation will not affect [your contract for life assurance] [your contract for insurance] [your contract of guarantee] [your contract to open a current account] [your contract to open a deposit account].¹
- [The place where your financial obligations consequent upon cancellation of this agreement are shown is⁴]¹
- Notes:
- 1 Creditor to omit the words in square brackets where not applicable.
- 2 Creditor to insert the name and address and, where oral notice may be given, the telephone number of the person to whom notice may be given, or an indication of the person to whom notice may be given with clear reference to the place in the document where his name and address and, where applicable, telephone number appear.
- 3 Creditor to state whether any money paid or property given as security will be returned to the debtor, whether any money lent must be repaid by the debtor and whether, or the circumstances in which, any interest or other charges are payable by the debtor upon cancellation, having regard to any applicable statutory provision.
- 4 Creditor to insert a clear reference to the place where these obligations appear.
- 5 Creditor may include words in square brackets where applicable.
- 9 A modifying agreement treated under section 82(5) of the Act as a cancellable agreement.
- YOUR RIGHT TO CANCEL**
- This agreement modifies an earlier agreement. Once you have signed it, your right to cancel [that part of]¹ the earlier agreement [which was regulated by the Consumer Credit Act 1974]¹ will be widened to cover the [regulated]¹ agreement as modified. The cancellation period itself is

unchanged. A [copy of the earlier agreement containing a]² notice of your cancellation rights may have already been sent to you giving you details of when that period expires. If you wish to cancel the [regulated]¹ agreement as modified, you can do this by sending or taking WRITTEN [, or giving ORAL,]² notice of cancellation to³.

Notes:

1 Creditor or owner to omit passages in square brackets except in the case of a multiple agreement of which at least one part is a credit agreement not regulated by the Act.

2 Creditor or owner to omit the words in square brackets where not applicable.

3 Creditor or owner to insert name and address and, where oral notice may be given, the telephone number of person to whom notice may be given, or an indication of the person to whom notice may be given with a clear reference to the place in the document where his name and address and, where applicable, telephone number appear.]

NOTES

Amendment

Substituted by SI 2004/2619, reg 5(1), (3).

Date in force: 31 May 2005: see SI 2004/2619, reg 1(2).

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Cancellation Notices and Copies of Documents) Regulations 1983 (SI 1983/1557)/SCHEDULE/[Part III]

[Part III]

NOTES

Amendment

Substituted by SI 2004/2619, reg 5(1), (4).

Date in force: 31 May 2005: see SI 2004/2619, reg 1(2).

[Regulation 5(2)(a)]

NOTES

Amendment

Substituted by SI 2004/2619, reg 5(1), (4).

Date in force: 31 May 2005: see SI 2004/2619, reg 1(2).

[Forms of Notice of Cancellation Rights to be Included in Copies of Cancellable Executed Agreements Sent by Post to the Debtor or Hirer under Section 63(2) or (4) of the Act

FORM NO (1)	TYPE OF AGREEMENT (2)	FORM (3)
10	A regulated hire-purchase agreement, conditional sale agreement or consumer hire agreement (other than, in the case of a modifying agreement, one to which Form 15 applies).	<p>YOUR RIGHT TO CANCEL</p> <p>You have a right to cancel this agreement. You can do this by sending or taking WRITTEN [, or giving ORAL,]¹ notice of cancellation to². You have [.]³ days starting with the day [.]³. You can use the form provided.</p> <p>If you cancel this agreement you,⁴</p> <p>[If you already have any goods under the agreement, you should not use them and should keep them safe. (Legal action may be taken against you if you do not take proper care of them.) You can wait for them to be collected from you and you need not hand them over unless you receive a written request.]⁵</p> <p>[Note: Your notice of cancellation will not affect [your contract for life assurance] [your contract for insurance] [your contract of guarantee] [your contract to open a current account] [your contract to open a deposit account].¹</p> <p>[The place where your financial obligations consequent upon cancellation of this agreement are shown is⁶7]¹</p> <p>Notes:</p> <p>1 Creditor or owner to omit the words in square brackets where not applicable.</p> <p>2 Creditor or owner to insert name and address and, where oral notice may be given, the telephone number of person to whom notice may be given, or an indication of the person to whom notice may be given with a clear reference to the place in the document where his name and address and, where applicable, telephone number appear.</p> <p>3 Creditor or owner to insert the length of the cancellation period in days and the day on which the cancellation period begins, provided that the period specified is not less than 5 days starting with the day after the debtor or hirer receives this copy.</p> <p>4 Creditor or owner to state whether money paid, goods given in part exchange (or their value) or property given as security will be returned to the debtor or hirer and whether any further payment needs to be made by the debtor or hirer having regard to any applicable statutory provision.</p> <p>5 Creditor or owner may omit words in square brackets where not applicable.</p> <p>6 Creditor or owner to insert a clear reference to the place where these obligations appear.</p> <p>7 Creditor or owner may include the words in square brackets where applicable.</p> <p>YOUR RIGHT TO CANCEL</p> <p>You have a right to cancel this agreement. You can do this by sending or taking WRITTEN [, or giving ORAL,]¹ notice of cancellation to². You have [.]³ days starting with the day [.]³. You can use the form</p>
11	A debtor-creditor-supplier agreement falling within section 12 (a) or (b) of the Act (other than one to which Form 10 applies or, in the case of a modifying agreement, one to which Form 15 applies).	<p>YOUR RIGHT TO CANCEL</p> <p>You have a right to cancel this agreement. You can do this by sending or taking WRITTEN [, or giving ORAL,]¹ notice of cancellation to². You have [.]³ days starting with the day [.]³. You can use the form</p>

provided.

If you cancel this agreement you,⁴

[If you already have any goods under the agreement, you should not use them and should keep them safe. (Legal action may be taken against you if you do not take proper care of them.) You can wait for them to be collected from you and you need not hand them over unless you receive a written request.]⁵

[You will not, however, be required to hand back any goods supplied to meet an emergency or which have already been incorporated, for example in your home. But you will still be liable to pay for emergency goods or services or for any goods which have been incorporated by you or one of your relatives.]⁵

[Note: Your notice of cancellation will not affect [your contract for life assurance] [your contract for insurance] [your contract of guarantee] [your contract to open a current account] [your contract to open a deposit account].¹

[The place where your financial obligations consequent upon cancellation of this agreement are shown is⁶]
7]¹

Notes:

1 Creditor to omit the words in square brackets where not applicable.

2 Creditor to insert name and address and, where oral notice may be given, the telephone number of person to whom notice may be given, or an indication of the person to whom notice may be given with a clear reference to the place in the document where his name and address and, where applicable, telephone number appear.

3 Creditor to insert the length of the cancellation period in days and the day on which the cancellation period begins, provided that the period specified is not less than 5 days starting with the day after the debtor receives this copy.

4 Creditor to state whether money paid, goods given in part exchange (or their value) or property given as security will be returned to, and whether any further payment needs to be made by, the debtor having regard to any applicable statutory provision.

5 Creditor may omit words in square brackets where not applicable.

6 Creditor to insert a clear reference to the place where these obligations appear.

7 Creditor may include words in square brackets where applicable.

YOUR RIGHT TO CANCEL

You have a right to cancel this agreement. You can do this by sending or taking WRITTEN [, or giving ORAL,]¹ notice of cancellation to² You have [.]³ days starting with the day [.]³. You can use the form provided.

If you cancel this agreement you,⁴

[Note: Your notice of cancellation will not affect [your contract for life assurance] [your contract for insurance] [your contract of guarantee] [your contract to open a current account] [your contract to open a deposit account].¹

12

A regulated consumer credit agreement (other than one to which Form 10 or 11 applies or which is a multiple agreement of the kind to which Form 13 or 14 applies or, in the case of a modifying agreement, one to which Form 15 applies).

[The place where your financial obligations consequent upon cancellation of this agreement are shown is^{5]}
6]¹

Notes:

1 Creditor to omit the words in square brackets where not applicable.

2 Creditor to insert name and address and, where oral notice may be given, the telephone number of person to whom notice may be given, or an indication of the person to whom notice may be given with a clear reference to the place in the document where his name and address and, where applicable, telephone number appear.

3 Creditor to insert the length of the cancellation period in days and the day on which the cancellation period begins, provided that the period specified is not less than 5 days starting with the day after the debtor receives this copy.

4 Creditor to state whether any money paid or property given as security will be returned to the debtor, whether any money lent must be repaid by the debtor and whether, or the circumstances in which, any interest or other charges are payable by the debtor upon cancellation, having regard to any applicable statutory provision.

5 Creditor to insert a clear reference to the place where these obligations appear.

6 Creditor may include the words in square brackets where applicable.

13

A multiple agreement which places at least one part within one category of agreement to which either Form 10 or 11 applies and at least one part within one category to which Form 12 applies (other than one to which Form 14 applies).

YOUR RIGHT TO CANCEL

You have a right to cancel this agreement. You can do this by sending or taking WRITTEN [, or giving ORAL,]¹ notice of cancellation to²You have [.]³ days starting with the day [.]³ . You can use the form provided.

If you cancel this agreement you,⁴

[Any goods which you already have under the agreement, apart from any purchased out of a cash loan, will have to be returned. Such goods should not be used and should be kept safe. (Legal action may be taken against you if you do not take proper care of them). You can wait for them to be collected from you and you need not hand them over unless you receive a written request.]⁵

[You will not, however, be required to hand back any goods supplied to meet an emergency or which have already been incorporated, for example in your home. But you will still be liable to pay for emergency goods or services or for any goods which have been incorporated by you or one of your relatives.]⁶

[Note: Your notice of cancellation will not affect [your contract for life assurance] [your contract for insurance] [your contract of guarantee] [your contract to open a current account] [your contract to open a deposit account].¹

[The place where your financial obligations consequent upon cancellation of this agreement are shown is
7]^{8]}¹

Notes:

1 Creditor or owner to omit the words in square brackets where not applicable.

2 Creditor or owner to insert name and address and, where oral notice may be given, the telephone number of person to whom notice may be given, or an indication of the person to whom notice may be given with a clear reference to the place in the document where his name and address and, where applicable, telephone number appear.

3 Creditor or owner to insert the length of the cancellation period in days and the day on which the cancellation period begins, provided that the period specified is not less than 5 days starting with the day after the debtor or hirer receives this copy.

4 Creditor or owner to state whether money paid, goods given in part exchange (or their value) or property given as security will be returned to the debtor or hirer, whether any further payment needs to be made by the debtor or hirer and whether, or the circumstances in which, any interest or other charges are payable by the debtor or hirer upon cancellation, having regard to any applicable statutory provision.

5 Creditor or owner may omit the words in square brackets where not applicable.

6 Paragraph in square brackets applies only where the notice relates to a multiple agreement of which at least one part is a debtor-creditor-supplier agreement falling within section 12(a) or (b) of the Act, not being a hire-purchase or conditional sale agreement. Creditor may omit this paragraph if inapplicable.

7 Creditor or owner to insert a clear reference to the place where these obligations appear.

8 Creditor or owner may include the words in square brackets where applicable.

14

A multiple agreement of which at least one part is a debtor-creditor agreement and at least one part is a credit agreement not regulated by the Act.

YOUR RIGHT TO CANCEL

You have a right to cancel that part of this agreement which is regulated by the Consumer Credit Act 1974. You can do this by sending or taking WRITTEN [, or giving ORAL,]¹ notice of cancellation to². You have [.]³ days starting with the day [.]³. You can use the form provided.

If you cancel this agreement you,⁴

[Note: Your notice of cancellation will not affect [your contract for life assurance] [your contract for insurance] [your contract of guarantee] [your contract to open a current account] [your contract to open a deposit account].¹

[The place where your financial obligations consequent upon cancellation of this agreement are shown is⁵]⁶¹

Notes:

1 Creditor to omit the words in square brackets where not applicable.

2 Creditor to insert name and address and, where oral notice may be given, the telephone number of person to whom notice may be given, or an indication of the person to whom notice may be given with clear reference to the place in the document where his name and address and, where applicable, telephone number appear.

3 Creditor to insert the length of the cancellation period in days and the day on which the cancellation period begins, provided that the period specified is not less than 5 days

- 15 A modifying agreement treated under section 82(5) of the Act as a cancellable agreement.
- starting with the day after the debtor receives this copy.
- 4 Creditor to state whether any money paid or property given as security will be returned to the debtor, whether any money lent must be repaid by the debtor and whether, or the circumstances in which, any interest or other charges are payable by the debtor upon cancellation, having regard to any applicable statutory provision.
- 5 Creditor to insert a clear reference to the place where these obligations appear.
- 6 Creditor may include the words in square brackets where applicable.
- YOUR RIGHT TO CANCEL**
- This agreement modifies an earlier agreement. Your right to cancel [that part of]¹ the earlier agreement [which was regulated by the Consumer Credit Act 1974]¹ has been widened to cover the [regulated]¹ agreement as modified. The cancellation period itself is unchanged. A [copy of the earlier agreement containing a]² notice of your cancellation rights may have already been sent to you giving you details of when that period expires. If you wish to cancel the [regulated]¹ agreement as modified, you can do this by sending or taking WRITTEN [, or giving ORAL,]² notice of cancellation to³. You can use the form provided.
- Notes:
- 1 Creditor or owner to omit passages in square brackets except in the case of a multiple agreement of which at least one part is a credit agreement not regulated by the Act.
- 2 Creditor or owner to omit the words in square brackets where not applicable.
3. Creditor or owner to insert name and address and, where oral notice may be given, the telephone number of person to whom notice may be given, or an indication of the person to whom notice may be given with a clear reference to the place in the document where his name and address and, where applicable, telephone number appear.]

NOTES

Amendment

Substituted by SI 2004/2619, reg 5(1), (4).

Date in force: 31 May 2005: see SI 2004/2619, reg 1(2).

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Cancellation Notices and Copies of Documents) Regulations 1983 (SI 1983/1557)/SCHEDULE/Part IV

Part IV

Regulation 5(2)(b)

CANCELLATION FORM TO BE INCLUDED IN COPY CANCELLABLE EXECUTED AGREEMENTS SENT [BY AN

APPROPRIATE METHOD] TO THE DEBTOR OR HIRER UNDER SECTION 63(2) OR (4) OF THE ACT**TABLE**

FORM NO	TYPE OF AGREEMENT	FORM
(1) 16	(2) A cancellable agreement in respect of which a copy is sent [by an appropriate method] to the debtor or hirer under section 63(2) or (4) of the Act.	(3) CANCELLATION FORM (Complete and return this form ONLY IF YOU WISH TO CANCEL THE [REGULATED PART OF THE]1 AGREEMENT.) To:2 I/We* hereby give notice that I/we* wish to [exercise my/our* right to]1 cancel [that part of]1 agreement3 [which is regulated by the Consumer Credit Act 1974]1. Signed Date... .. *Delete as appropriate Notes: 1 Creditor or owner to omit passages in brackets except in the case of a multiple agreement of which at least one part is a credit agreement not regulated by the Act. 2 Creditor or owner to insert name and address of person to whom notice may be given. 3 Creditor or owner to insert reference number, code or other identification details.

NOTES**Amendment**

Forms heading: words "BY AN APPROPRIATE METHOD" in square brackets substituted by SI 2004/3236, art 6(1), (7)(b)(i).

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

Form 16: in column (2) words "by an appropriate method" in square brackets substituted by SI 2004/3236, art 6(1), (7)(b)(ii).

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

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Cancellation Notices and Copies of Documents) Regulations 1983 (SI 1983/1557)/SCHEDULE/Part V

Part V

Regulation 5(3)

FORM OF STATEMENT TO BE INCLUDED IN COPY CANCELLABLE AGREEMENTS GIVEN TO THE DEBTOR OR HIRER UNDER SECTION 62 OR 63 OF THE ACT, WHERE A NOTICE OF CANCELLATION RIGHTS DOES NOT APPEAR PROMINENTLY ON THE FIRST PAGE OF THE COPY

FORM NO	TYPE OF AGREEMENT	FORM
(1)	(2)	(3)
17	A cancellable agreement in respect of which a copy must be given to the debtor or hirer under section 62 or 63 of the Act, where the cancellation notice prescribed in Part II or III of this Schedule is not shown prominently on the first page of the copy.	This is a copy of your agreement for you to keep. It includes a notice above your cancellation rights which you should read.

UK Parliament SIs 1980-1989/1983/1551-1600/Consumer Credit (Cancellation Notices and Copies of Documents) Regulations 1983 (SI 1983/1557)/SCHEDULE/[Part VI]

[Part VI]**NOTES****Amendment**

Substituted by SI 2004/2619, reg 5(1), (5).

Date in force: 31 May 2005: see SI 2004/2619, reg 1(2).

[Regulation 5(3)]**NOTES****Amendment**

Substituted by SI 2004/2619, reg 5(1), (5).

Date in force: 31 May 2005: see SI 2004/2619, reg 1(2).

[Forms of Notice of Cancellation Rights to be Sent by Post to the Debtor or Hirer under Section 64(1)(b) or (2) of the Act

FORM NO	TYPE OF AGREEMENT	FORM
(1)	(2)	(3)

18

A regulated hire-purchase agreement, conditional sale agreement or consumer hire agreement (other than, in the case of a modifying agreement, one to which Form 23 applies).

IMPORTANT--YOU SHOULD READ THIS CAREFULLY
STATUTORY NOTICE RELATING TO A REGULATED [HIRE-PURCHASE] [CONDITIONAL SALE] [CONSUMER HIRE]¹ AGREEMENT
YOUR RIGHT TO CANCEL

You recently made a [hire-purchase] [conditional sale] [consumer hire]¹ agreement² with³. You have a right to cancel it if you wish. You can do this by sending or taking WRITTEN [, or giving ORAL,]⁴ notice of cancellation to⁴. You have [.]⁵days starting with the day [.]⁵. You can use the form provided.

If you cancel the agreement you,⁶.

[If you already have any goods under the agreement, you should not use them and should keep them safe. (Legal action may be taken against you if you do not take proper care of them.) You can wait for them to be collected from you and you need not hand them over unless you receive a written request.]⁷

[Note: Your notice of cancellation will not affect [your contract for life assurance] [your contract for insurance] [your contract of guarantee] [your contract to open a current account] [your contract to open a deposit account].¹

[The place where your financial obligations consequent upon cancellation of this agreement are shown is⁸]⁹¹

CANCELLATION FORM

(Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE AGREEMENT.**)

To:¹⁰

I/We* hereby give notice that I/We* wish to cancel the agreement²

Signed

Date

*Delete as appropriate

Notes:

1 Creditor or owner to omit the words in square brackets where not applicable

2 Creditor or owner to insert reference number, code or other identification details.

3 Creditor or owner to enter his name.

4 Creditor or owner to insert name and address and, where oral notice may be given, the telephone number of person to whom notice may be given, or an indication of the person to whom notice may be given with clear reference to the place in the document where his name and address and, where applicable, telephone number appear.

5 Creditor or owner to insert the length of the cancellation period in days and the day on which the cancellation period begins, provided that the period specified is not less than 5 days starting with the day after the debtor or hirer receives this notice.

6 Creditor or owner to state whether money paid, goods given in part exchange (or their value) or property given as security will be returned to, and whether any further

19

A debtor-creditor-supplier agreement falling within section 12 (a) or (b) of the Act (other than one to which Form 18 applies or, in the case of a modifying agreement, one to which Form 23 applies).

- payment needs to be made by, the debtor or hirer.
- 7 Creditor or owner may omit words in square brackets where not applicable.
- 8 Creditor or owner to insert a clear reference to the place where these obligations appear.
- 9 Creditor or owner may include the words in square brackets where applicable.
- 10 Creditor or owner to insert name and address of the person to whom notice may be given.

IMPORTANT--YOU SHOULD READ THIS CAREFULLY
STATUTORY NOTICE RELATING TO A REGULATED CONSUMER CREDIT AGREEMENT
YOUR RIGHT TO CANCEL

You recently made a credit agreement¹ with
.². You have a right to cancel it if you wish. You can do this by sending or taking WRITTEN [, or giving ORAL,]³ notice of cancellation to⁴. You have [.]⁵ days starting with the day [.]⁵. You can use the form provided.

If you cancel the agreement you,⁶.

[If you already have any goods under the agreement, you should not use them and should keep them safe. (Legal action may be taken against you if you do not take proper care of them.) You can wait for them to be collected from you and you need not hand them over unless you receive a written request.]⁷.

[You will not, however, be required to hand back any goods supplied to meet an emergency or which have already been incorporated, for example in your home. But you will still be liable to pay for emergency goods or services or for any goods which have been incorporated by you or one of your relatives.]⁷.

[Note: Your notice of cancellation will not affect [your contract for life assurance] [your contract for insurance] [your contract of guarantee] [your contract to open a current account] [your contract to open a deposit account].³

[The place where your financial obligations consequent upon cancellation of this agreement are shown is
8] ⁹]³

CANCELLATION FORM

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE AGREEMENT.)

To:¹⁰

I/We* hereby give notice that I/We* wish to cancel the agreement¹

Signed

Date

*Delete as appropriate

Notes:

- 1 Creditor to insert reference number, code or other identification details.
- 2 Creditor to enter his name.

3 Creditor to omit the words in square brackets where not applicable

4 Creditor to insert name and address and, where oral notice may be given, the telephone number of person to whom notice may be given, or an indication of the person to whom notice may be given with clear reference to the place in the document where his name and address and, where applicable, telephone number appear.

5 Creditor to insert the length of the cancellation period in days and the day on which the cancellation period begins, provided that the period specified is not less than 5 days starting with the day after the debtor receives this notice.

6 Creditor to state whether money paid, goods given in part exchange (or their value) or property given as security will be returned to, and whether any further payment needs to be made by, the debtor.

7 Creditor may omit the words in square brackets where not applicable.

8 Creditor to insert a clear reference to the place where these obligations appear.

9 Creditor may include the words in square brackets where applicable.

10 Creditor to insert name and address of the person to whom notice may be given.

20

A regulated consumer credit agreement (other than one to which Form 18 or 19 applies or which is a multiple agreement of the kind to which Form 21 or 22 applies or, in the case of a modifying agreement, one to which Form 23 applies).

**IMPORTANT--YOU SHOULD READ THIS CAREFULLY
STATUTORY NOTICE RELATING TO A REGULATED CONSUMER CREDIT AGREEMENT
YOUR RIGHT TO CANCEL**

You recently made a credit agreement¹ with
. . .² . You have a right to cancel it if you wish. You can do this by sending or taking WRITTEN [, or giving ORAL,]³ notice of cancellation to⁴ . You have [.]⁵ days starting with the day [.]⁵ . You can use the form provided.

If you cancel the agreement you,⁶

[Note: Your notice of cancellation will not affect [your contract for life assurance] [your contract for insurance] [your contract of guarantee] [your contract to open a current account] [your contract to open a deposit account].³

[The place where your financial obligations consequent upon cancellation of this agreement are shown is
.⁷]⁸³

CANCELLATION FORM

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE AGREEMENT.)

To:⁹

I/We* hereby give notice that I/We* wish to cancel agreement²

Signed

Date

*Delete as appropriate

Notes:

- 1 Creditor to insert reference number, code or other identification details.
- 2 Creditor to enter his name.
- 3 Creditor to omit the words in square brackets where not applicable
- 4 Creditor to insert name and address and, where oral notice may be given, the telephone number of person to whom notice may be given, or an indication of the person to whom notice may be given with clear reference to the place in the document where his name and address and, where applicable, telephone number appear.
- 5 Creditor to insert the length of the cancellation period in days and the day on which the cancellation period begins, provided that the period specified is not less than 5 days starting with the day after the debtor receives this notice.
- 6 Creditor to state whether any money paid or property given as security will be returned to the debtor, whether any money lent must be repaid by the debtor and whether, or the circumstances in which, any interest or other charges are payable by the debtor upon cancellation, having regard to any applicable statutory provision.
- 7 Creditor to insert a clear reference to the place where these obligations appear.
- 8 Creditor may include words in square brackets where applicable.
- 9 Creditor to insert name and address of the person to whom notice may be given.

- 21 A multiple agreement which places at least one part within one category of agreement to which either Form 18 or 19 applies and at least one part within one category of agreement to which Form 20 applies (other than one to which Form 22 applies).

**IMPORTANT--YOU SHOULD READ THIS CAREFULLY
STATUTORY NOTICE RELATING TO A REGULATED CONSUMER [CREDIT] [HIRE]¹ AGREEMENT
YOUR RIGHT TO CANCEL**

You recently made a [credit] [hire]¹ agreement² with³. You have a right to cancel it if you wish. You can do this by sending or taking WRITTEN [, or giving ORAL,]¹ notice of cancellation to You have [.]⁵ days starting with the day [.]⁵ You can use the form provided.

If you cancel the agreement you,⁶

[Any goods which you already have under the agreement, apart from any purchased out of a cash loan, will have to be returned. Such goods should not be used and should be kept safe. (Legal action may be taken against you if you do not take proper care of them.) You can wait for them to be collected from you and you need not hand them over unless you receive a written request.]⁷

[You will not, however, be required to hand back any goods supplied to meet an emergency or which have already been incorporated, for example in your home. But you will still be liable to pay for emergency goods or services or for any goods which have been incorporated by you or one of your relatives.]⁸

[Note: Your notice of cancellation will not affect [your contract for life assurance] [your contract for insurance] [your contract of guarantee] [your contract to open a current

account] [your contract to open a deposit account].¹ [The place where your financial obligations consequent upon cancellation of this agreement are shown is ⁹] ¹⁰]

CANCELLATION FORM

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE AGREEMENT.)

To:¹¹

I/We* hereby give notice that I/We* wish to cancel agreement²

Signed

Date

*Delete as appropriate

Notes:

1 Creditor or owner to omit the words in square brackets where not applicable.

2 Creditor or owner to insert reference number, code or other identification details.

3 Creditor or owner to enter his name.

4 Creditor or owner to insert name and address and, where oral notice may be given, the telephone number of person to whom notice may be given, or an indication of the person to whom notice may be given with clear reference to the place in the document where his name and address and, where applicable, telephone number appear.

5 Creditor or owner to insert the length of the cancellation period in days and the day on which the cancellation period begins, provided that the period specified is not less than 5 days starting with the day after the debtor or hirer receives this notice.

6 Creditor or owner to state whether money paid, goods given in part exchange (or their value) or property given as security will be returned to the debtor or hirer, whether any further payment needs to be made by the debtor or hirer and whether, or the circumstances in which, any interest or other charges are payable by the debtor or hirer upon cancellation, having regard to any applicable statutory provision.

7 Creditor or owner may omit words in square brackets where not applicable.

8 Paragraph in square brackets applies only where the notice relates to a multiple agreement of which at least one part is a debtor-creditor-supplier agreement falling within section 12(a) or (b) of the Act, not being a hire-purchase or conditional sale agreement. Creditor may omit this paragraph if inapplicable.

9 Creditor or owner to insert a clear reference to the place where these obligations appear.

10 Creditor or owner may include words in square brackets where applicable.

11 Creditor or owner to insert name and address of the person to whom notice may be given.

**IMPORTANT--YOU SHOULD READ THIS CAREFULLY
STATUTORY NOTICE RELATING TO A PARTLY REGULATED CONSUMER CREDIT AGREEMENT
YOUR RIGHT TO CANCEL**

22

A multiple agreement of which at least one part is a debtor-creditor agreement and at least one part is a credit agreement not regulated by the Act.

You recently made a credit agreement¹ with
 . . .². If you wish, you can cancel that part of the agreement
 which is regulated by the Consumer Credit Act 1974. You
 can do this by sending or taking WRITTEN [, or giving
 ORAL,]³ notice of cancellation to⁴. You have [. . .
 . . .]⁵ days starting with the day [.]⁵. You can use the
 form provided.

If you cancel you⁶

[Note: Your notice of cancellation will not affect [your
 contract for life assurance] [your contract for insurance]
 [your contract of guarantee] [your contract to open a current
 account] [your contract to open a deposit account].³

[The place where your financial obligations consequent
 upon cancellation of this agreement are shown is⁸]
 9]³

CANCELLATION FORM

(Complete, detach and return this form ONLY IF YOU
 WISH TO CANCEL THE REGULATED PART OF THE
 AGREEMENT.)

To:¹⁰

I/We* hereby give notice that I/We* wish to exercise
 my/our* right to cancel that part of agreement² which
 is regulated by the Consumer Credit Act 1974.

Signed

Date

*Delete as appropriate

Notes:

1 Creditor to insert reference number, code or other
 identification details.

2 Creditor to enter his name.

3 Creditor to omit the words in square brackets where not
 applicable.

4 Creditor to insert name and address and, where oral notice
 may be given, the telephone number of person to whom
 notice may be given, or an indication of the person to whom
 notice may be given with clear reference to the place in the
 document where his name and address and, where
 applicable, telephone number appear.

5 Creditor to insert the length of the cancellation period in
 days and the day on which the cancellation period begins,
 provided that the period specified is not less than 5 days
 starting with the day after the debtor receives this notice.

6 Creditor to state whether any money paid or property
 given as security will be returned to the debtor, whether any
 money lent must be repaid by the debtor and whether, or the
 circumstances in which, any interest or other charges are
 payable by the debtor upon cancellation, having regard to
 any applicable statutory provision.

7 Creditor may omit words in square brackets where not
 applicable.

8 Creditor to insert a clear reference to the place where
 these obligations appear.

9 Creditor may include words in square brackets where
 applicable.

10 Creditor to insert name and address of the person to

23

A modifying agreement treated under section 82(5) of the Act as a cancellable agreement

whom notice may be given.

IMPORTANT--YOU SHOULD READ THIS CAREFULLY

**STATUTORY NOTICE RELATING TO A [PARTLY]¹ REGULATED CONSUMER [CREDIT] [HIRE]² AGREEMENT
YOUR RIGHT TO CANCEL**

You recently made an agreement³ with⁴ which modified an earlier [credit] [hire]² agreement. Your right to cancel [that part of]¹ the earlier agreement [which was regulated by the Consumer Credit Act 1974]¹ has been widened to cover the [regulated]¹ agreement as modified. The cancellation period itself is unchanged. A [copy of the earlier agreement containing a]² notice of your cancellation rights may have already been sent to you giving you details of when that period expires. If you wish to cancel the [regulated]¹ agreement as modified, you can do so by sending or taking WRITTEN [, or giving ORAL,]² notice of cancellation to⁵. You can use the form provided.

CANCELLATION FORM

(Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE [REGULATED PART OF THE] ¹ AGREEMENT.**)

To:⁶

I/We* hereby give notice that I/We* wish to [exercise my/our* right to]¹ cancel [that part of] agreement³ [which is regulated by the Consumer Credit Act 1974]¹.

Signed

Date

*Delete as appropriate

Notes:

1 Creditor or owner to omit passages in square brackets except in the case of a multiple agreement of which at least one part is a credit agreement not regulated by the Act.

2 Creditor or owner to omit the words in square brackets where not applicable.

3 Creditor or owner to insert reference number, code or other identification details.

4 Creditor or owner to enter his name.

5 Creditor or owner to insert the name and address and, where oral notice may be given, the telephone number of the person to whom notice may be given, or an indication of the person to whom notice may be given with clear reference to the place in the document where his name and address and, where applicable, telephone number appear.

6 Creditor or owner to insert name and address of the person to whom notice may be given.]

NOTES

Amendment

Substituted by SI 2004/2619, reg 5(1), (5).

Date in force: 31 May 2005: see SI 2004/2619, reg 1(2).

