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SCHEDULE 1

Regulation 2(1)

FORM OF NOTICE TO BE GIVEN IN NON-DEFAULT CASES BEFORE A CREDITOR OR OWNER CAN BECOME ENTITLED TO ENFORCE A TERM OF A REGULATED AGREEMENT BY DEMANDING EARLIER PAYMENT OF ANY SUM, RECOVERING POSSESSION OF ANY GOODS OR LAND OR TREATING ANY RIGHT CONFERRED ON THE DEBTOR OR HIRER BY THE AGREEMENT AS TERMINATED, RESTRICTED OR DEFERRED

Details of agreement

1. A description of the agreement sufficient to identify it.

Parties to agreement

2.—(1) The name and a postal address of the creditor or owner.

(2) The name and a postal address of the debtor or hirer.

Term of agreement to be enforced

3. The term of the agreement to be enforced, or a reference to and a short description of that term.

Action intended to be taken by creditor or owner

4. A clear and unambiguous statement by the creditor or owner indicating—

(a) which (one or more) of the following types of action he intends to take, in order to enforce the term of the agreement,—

(i) to demand earlier payment of any sum;

(ii) to recover possession of any goods or land;

(iii) to treat any right conferred on the debtor or hirer by the agreement as terminated, restricted or deferred;

(b) the manner and circumstances in which he intends to take such action; and

(c) the date, being a date not less than seven days after the giving of the notice, on or after which he intends to take such action.

Demanding earlier payment of any sum

5. Where the creditor or owner states that he intends to demand earlier payment of any sum,

(a) the amount of the sum before deducting the amount of any rebate on early settlement;

(b) where any rebate on early settlement is allowable under the agreement or by virtue of section 95 of the Act—

(i) the amount of the rebate allowable calculated on the assumption that early settlement takes place on the date specified in the notice for earlier payment of the sum; and

(ii) the total amount to be paid by the debtor after taking into account the amount of any rebate on early settlement, namely the difference between the amount shown in paragraph (a) above and the amount shown in sub-paragraph (i).

Time order

6. A statement in the following form indicating that the debtor or hirer is entitled to apply under section 129 of the Act in England and Wales to the county court, in Scotland to the sheriff court or in Northern Ireland to the High Court or the county court for a time order—

"IF YOU HAVE DIFFICULTY IN PAYING ANY SUM OWING UNDER THE AGREEMENT YOU CAN APPLY TO THE COURT WHICH MAY MAKE AN ORDER ALLOWING YOU OR ANY SURETY MORE TIME".

General

7. A statement in the following form—

"IF YOU ARE NOT SURE WHAT TO DO, YOU SHOULD GET HELP AS SOON AS POSSIBLE. FOR EXAMPLE YOU SHOULD CONTACT A SOLICITOR, YOUR LOCAL TRADING STANDARDS DEPARTMENT OR YOUR NEAREST CITIZENS` ADVICE BUREAU".

8. A statement in the following form—

"IMPORTANT—YOU SHOULD READ THIS CAREFULLY".