



Consumer Credit Act 1974

1974 CHAPTER 39

PART V

ENTRY INTO CREDIT OR HIRE AGREEMENTS

Making the agreement

64 Duty to give notice of cancellation rights.

- (1) In the case of a cancellable agreement, a notice in the prescribed form indicating the right of the debtor or hirer to cancel the agreement, how and when that right is exercisable, and the name and address of a person to whom notice of cancellation may be given,—
 - (a) must be included in every copy given to the debtor or hirer under section 62 or 63, and
 - (b) except where section 63(2) applied, must also be sent [^{F1}by an appropriate method] to the debtor or hirer within the seven days following the making of the agreement.
- (2) In the case of a credit-token agreement, a notice under subsection (1)(b) need not be sent [^{F1}by an appropriate method] within the seven days following the making of the agreement if either—
 - (a) it is sent [^{F1}by an appropriate method] to the debtor or hirer before the credit-token is given to him, or
 - (b) it is sent [^{F1}by an appropriate method] to him together with the credit-token.
- (3) Regulations may provide that except where section 63(2) applied a notice sent under subsection (1)(b) shall be accompanied by a further copy of the executed agreement, and of any other document referred to in it.
- (4) Regulations may provide that subsection (1)(b) is not to apply in the case of agreements such as are described in the regulations, being agreements made by a particular person, if—

Changes to legislation: Consumer Credit Act 1974, Section 64 is up to date with all changes known to be in force on or before 23 April 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

- (a) on an application by that person to the [F2FCA] , the [F2FCA] has determined that, having regard to—
- (i) the manner in which antecedent negotiations for agreements with the applicant of that description are conducted, and
 - (ii) the information provided to debtors or hirers before such agreements are made,
- the requirement imposed by subsection (1)(b) can be dispensed with without prejudicing the interests of debtors or hirers; and
- (b) any conditions imposed by the [F2FCA] in making the determination are complied with.
- (5) A cancellable agreement is not properly executed if the requirements of this section are not observed.

Textual Amendments

- F1** Words in s. 64 substituted (31.12.2004) by [The Consumer Credit Act 1974 \(Electronic Communications\) Order 2004 \(S.I. 2004/3236\)](#), **art. 2(4)**
- F2** Word in s. 64(4) substituted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services Act 2012 \(Consumer Credit\) Order 2013 \(S.I. 2013/1882\)](#), arts. 1(1), **7(4)**
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Modifications etc. (not altering text)

- C1** S. 64 excluded (E.W.S.) (15.7.2014) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Green Deal\) \(Amendment\) Order 2014 \(S.I. 2014/1850\)](#), arts. 1(2), **12(2)** (with art. 1(3))

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Changes and effects yet to be applied to the whole Act associated Parts and Chapters:

Whole provisions yet to be inserted into this Act (including any effects on those provisions):

- s. 25(2A)(b)(ia) inserted by [2010 c. 28 Sch. 2 para. 36](#)