
STATUTORY INSTRUMENTS

1983 No. 1557

CONSUMER CREDIT

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

<i>Made</i>	- - - -	<i>24th October 1983</i>
<i>Laid before Parliament</i>		<i>3rd November 1983</i>
<i>Coming into Operation</i>		<i>19th May 1985</i>

The Secretary of State, in exercise of the powers conferred on him by sections 58(1), 64(1), 180, 182(2) and 189(1) of the Consumer Credit Act 1974 and of all other powers enabling him in that behalf, hereby makes the following Regulations:—

Citation, commencement and interpretation

1.—(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.

Legibility of notices and copy documents and wording of prescribed Forms

2.—(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 colour of the paper.

(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 post under section 64(1)(b) or (2) of the Act without any alteration or addition, except that—

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- (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 post 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.

General requirements as to form and content of copy documents

3.—(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 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 given to the debtor under section 77(1) of the Act of an executed agreement for fixed-sum credit under which a person takes any article in pawn, any description of the article taken in pawn.

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

4. 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 first page of 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.

Copies of cancellable unexecuted and executed agreements

5.—(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 2 to 4 of Schedule 2 and Forms 2 and 3 of Schedule 4 to, the Agreements Regulations.

(2) Every copy of a cancellable executed agreement sent by post 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 2 to 4 of Schedule 2 and Forms 2 and 3 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.

(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.

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

6. 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 post 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.

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

7.—(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—

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- (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.

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

8. 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).

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

9. 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.

Surety's copy of enforcement, default and termination notices

10. 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.

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

11. 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;
- (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), 105(5), 107(1), 108(1) or 109(1) of the Act.

24th October 1983

Alexander Fletcher
Parliamentary Under-Secretary of State
Department of Trade and Industry

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SCHEDULE

PART I

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 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

PART II

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

PART III

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

PART IV

CANCELLATION FORM TO BE INCLUDED IN COPY CANCELLABLE EXECUTED AGREEMENTS SENT BY POST TO THE DEBTOR OR HIRER UNDER SECTION 63(2) OR (4) OF THE ACT

PART V

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

PART VI

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

EXPLANATORY NOTE

These Regulations prescribe:

(a) the form and content of copy documents required to be provided under the Consumer Credit Act 1974 (Regulations 2, 3, 7, 8, 9 and 10);

(b) the form of the withdrawal notice and heading which, for certain types of prospective land mortgage, must be included in the copy of the agreement given to the debtor or hirer under the Act before the agreement is sent to him for signature (Regulation 4 and Part I of the Schedule);

(c) the form of the cancellation notices to be sent by post to debtors or hirers or to be included in copy agreements given to them under the Act (Regulations 5 and 6 and Parts II to VI of the Schedule); and

(d) the kinds of copy documents which do not need to be provided with copy agreements given under the Act (Regulation 11).

A note as to the provisions of the Act and Forms relating to copies of cancellable agreements and to cancellation notices is included overleaf.