
STATUTORY INSTRUMENTS

1983 No. 1561

The Consumer Credit (Enforcement, Default and Termination Notices) Regulations 1983

1.—(1) These Regulations may be cited as the Consumer Credit (Enforcement, Default and Termination Notices) Regulations 1983 and shall come into operation on 19th May 1985.

(2) In these Regulations, “the Act” means the Consumer Credit Act 1974.

2.—(1) Any notice to be given by a creditor or owner in relation to a regulated agreement to a debtor or hirer under section 76(1) of the Act (which relates to the duty to give notice to the debtor or hirer (non-default cases) before taking certain action to enforce a term of an agreement) shall contain—

- (a) a statement that the notice is served under section 76(1) of the Consumer Credit Act 1974;
- (b) the information set out in paragraphs 1 to 5 of Schedule 1 to these Regulations; and
- (c) statements in the form specified in paragraphs 6 to 8 of that Schedule.

(2) Any notice to be given by a creditor or owner in relation to a regulated agreement to a debtor or hirer under section 87(1) of the Act (which relates to the necessity to serve a default notice on the debtor or hirer in accordance with section 88 before taking certain action by reason of any breach of the agreement by the debtor or hirer) shall contain—

- (a) a statement that the notice is a default notice served under section 87(1) of the Consumer Credit Act 1974;
- (b) the information set out in paragraphs 1 to 3, 6 and 8 of Schedule 2 to these Regulations; and
- (c) statements in the form specified in paragraphs 4, 5, 7 and 9 to 11 of that Schedule.

(3) Any notice to be given by a creditor or owner in relation to a regulated agreement to a debtor or hirer under section 98(1) of the Act (which relates to the duty to give notice to the debtor or hirer (non-default cases) of termination of an agreement) shall contain—

- (a) a statement that the notice is served under section 98(1) of the Consumer Credit Act 1974;
- (b) the information set out in paragraphs 1 to 5 of Schedule 3 to these Regulations; and
- (c) statements in the form specified in paragraphs 6 to 8 of that Schedule.

(4) The lettering in any notice given under paragraph (1), (2) or (3) above shall, apart from any signature, be easily legible and of a colour which is readily distinguishable from the colour of the paper.

(5) Where any statement is required to be in a form specified in a Schedule to these Regulations and is reproduced in the notice, then apart from any heading to the notice, trade names or names of parties to the agreement—

- (a) the lettering in the statement shall be afforded more prominence (whether by capital letters, underlining, large or bold print or otherwise) than any other lettering in the notice; and
- (b) where words are both shown in capital letters and underlined in any statement specified in a Schedule to these Regulations, they shall be afforded yet more prominence.

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(6) The wording in any such statement shall be reproduced in the notice without any alteration or addition, and in relation to any statement to be contained in the notice the requirements of any note shall be complied with, except that the words “the creditor” may be replaced by the name of the creditor, by the expression by which he is referred to in the agreement or by an appropriate pronoun, and any consequential changes to pronouns and verbs may be used.

(7) Where any note requires any words to be omitted, those words shall be omitted or deleted.

(8) Where a notice is to be given under sections 76(1) and 98(1) of the Act in relation to a regulated agreement, one notice may be given under the two sections reproducing the combined effect of Schedules 1 and 3 to these Regulations.

(9) Sections 76(1), 87(1) and 98(1) of the Act shall not apply in the case of non-commercial agreements in relation to which no security has been provided.

24th October 1983

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