#### STATUTORY INSTRUMENTS

### 1983 No. 1561

## **CONSUMER CREDIT**

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

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

# THE CONSUMER CREDIT (ENFORCEMENT, DEFAULT AND TERMINATION NOTICES) REGULATIONS 1983

- 1. (1) These Regulations may be cited as the Consumer Credit...
- 2. (1) Any notice to be given by a creditor or... Signature

SCHEDULE 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...

Term of agreement to be enforced

3. The term of the agreement to be enforced, or a...

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Action intended to be taken by creditor or owner

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

Demanding earlier payment of any sum

5. Where the creditor or owner states that he intends to...

#### Time order

6. A statement in the following form indicating that the debtor...

#### General

- 7. A statement in the following form— IF YOU ARE NOT...
- 8. A statement in the following form— IMPORTANT—YOU SHOULD READ THIS...

SCHEDULE 2 — FORM OF DEFAULT NOTICE BEFORE A CREDITOR OR
OWNER CAN BECOME ENTITLED, BY REASON OF ANY
BREACH BY THE DEBTOR OR HIRER OF A REGULATED
AGREEMENT, TO TERMINATE THE AGREEMENT, DEMAND
EARLIER PAYMENT OF ANY SUM, RECOVER POSSESSION
OF ANY GOODS OR LAND, TREAT ANY RIGHT CONFERRED
ON THE DEBTOR OR HIRER BY THE AGREEMENT AS
TERMINATED, RESTRICTED OR DEFERRED OR ENFORCE
ANY SECURITY

#### 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...

Details of breach of agreement and action required to remedy, or pay compensation for, the breach

3. A specification of:— (a) the provision of the agreement alleged...

Action by the creditor or owner to be ineffective if breach remedied or compensation paid

4. Where any action is specified under paragraph 3(c) or (d)...

Consequences of failure to comply with default notice

5. Where any action is specified under paragraph 3(c) or (d)...

Action intended to be taken by creditor or owner

6. A clear and unambiguous statement by the creditor or owner...

Retaking of protected hire-purchase etc, goods

7. In the case of a regulated hire-purchase or conditional sale...

Requiring earlier payment of any sum

8. Where a sum of money is required to be paid...

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#### Time order

9. A statement in the following form indicating that the debtor...

#### General

- 10. A statement in the following form— IF YOU ARE NOT...
- 11. A statement in the following form— IMPORTANT—YOU SHOULD READ THIS...

# SCHEDULE 3 — FORM OF NOTICE TO BE GIVEN IN NON-DEFAULT CASES BEFORE A CREDITOR OR OWNER CAN BECOME ENTITLED TO TERMINATE A REGULATED AGREEMENT

#### 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...

Term of the agreement providing for termination

3. The term of the agreement providing for termination of the...

#### Action to terminate the agreement

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

Rights and liabilities arising by reason of the termination of the agreement

5. Any right or liability that will arise by reason of...

#### Time order

6. A statement in the following form indicating that the debtor...

#### General

- 7. A statement in the following form— IF YOU ARE NOT...
- 8. A statement in the following form— IMPORTANT—YOU SHOULD READ THIS...

**Explanatory Note**