

SCHEDULE 3

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

Term of the agreement providing for termination

3. The term of the agreement providing for termination of the agreement by the creditor or owner, or a reference to and a short description of that term.

Action to terminate the agreement

4. A clear and unambiguous statement by the creditor or owner—
 - (a) indicating that by the giving of the notice he is terminating the agreement and indicating any steps that he intends to take to effect the termination or, as the case may be, indicating the manner and circumstances in which he intends to take action to terminate the agreement; and
 - (b) indicating the date, being a date not less than seven days after the giving of the notice, of the termination or, as the case may be, the date on or after which he intends to take action to terminate the agreement.

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

5. Any right or liability that will arise by reason of the termination of the agreement and the date by which the right or liability will arise, including—
 - (a) the amount of any sum payable by the debtor or hirer 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—

*Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format. The electronic version of this UK Statutory Instrument has been contributed by Westlaw and is taken from the printed publication. **Read more***

“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”.