
 STATUTORY INSTRUMENTS

1983 No.1566

CONSUMER CREDIT

The Consumer Credit (Pawn-Receipts) 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 114(1) and 189(1) of the Consumer Credit Act 1974 (a) and of all other powers enabling him in that behalf, hereby makes the following Regulations:—

1.—(1) These Regulations may be cited as the Consumer Credit (Pawn-Receipts) Regulations 1983 and shall come into operation on 19th May 1985.

(2) In these Regulations —

“the Act” means the Consumer Credit Act 1974; and

“lettering” includes figures and symbols.

2. Where a pawn-receipt is given under section 114(1) of the Act, by a person who takes any article in pawn under a regulated consumer credit agreement or a modifying agreement varying or supplementing an earlier agreement for the provision of credit which is, or is treated under section 82(3) of the Act as, a regulated agreement, and where the pawn-receipt is separate from any document embodying such an agreement —

(a) the lettering in the pawn-receipt shall, apart from any signature, be easily legible and of a colour which is readily distinguishable from the colour of the paper;

(b) where words are shown in capital letters in the Form specified in the Schedule to these Regulations and are reproduced in the pawn-receipt, 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 (c) (vi) below and no less prominence than that given to any other information in the pawn-receipt apart from the heading to the pawn-receipt, trade names, the names of the creditor and debtor or lettering in the pawn-receipt inserted in handwriting; and

(c) the pawn-receipt shall include —

(i) a prominent heading on the front of the pawn-receipt, consisting of the following words —

“Consumer Credit Act 1974 — Pawn-Receipt”;

(ii) the name and a postal address of the creditor;

(iii) the name and a postal address of the debtor;

(iv) the date and the number or other reference of the agreement under which the article was taken in pawn sufficient to identify it;

- (v) a description of the article taken in pawn sufficient to identify it;
- (vi) a notice in a box on the front of the pawn-receipt in the Form specified in the Schedule to these Regulations without any alteration or addition, except that —
 - (aa) the notice shall be completed in accordance with the footnotes;
 - (bb) the words “the creditor” may be replaced by the name of the creditor, by the expression by which the creditor is referred to in the pawn-receipt or by an appropriate pronoun, and any consequential changes to pronouns and verbs or other consequential grammatical changes may be made; and
 - (cc) the word “DEBTOR” may be replaced by “BORROWER” or “CUSTOMER”;
- (vii) the signature by or on behalf of the person taking the article in pawn; and
- (viii) the date on which the article was taken in pawn.

3.—(1) Any footnote to the Form specified in the Schedule to these Regulations shall not be treated as part of that Form and may be reproduced in addition to that Form.

(2) Where any such footnote requires the creditor to omit any words, those words shall be omitted or deleted.

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

24th October 1983.

Regulation 2

SCHEDULE

NOTICE TO DEBTOR

IMPORTANT — YOU SHOULD READ THIS CAREFULLY

Right to Redeem Articles

If you give in your pawn-receipt and pay the amount owing, you may redeem the article(s) taken in pawn at any time within 6 months of the date of this receipt or any longer time agreed between you and the creditor ("the redemption period").

IF YOU DO NOT REDEEM THE ARTICLE(S) ON OR BEFORE
¹ YOU MAY LOSE YOUR RIGHT TO REDEEM IT (THEM).

Loss of Receipt

If you lose your receipt you may provide in its place either a statutory declaration or, if the credit (or credit limit) is not more than £² and the creditor agrees, a signed statement. The creditor can supply the form to use. He may make a charge for it.

Unredeemed Articles

An article not redeemed within the redemption period becomes the creditor's property, if the credit (or credit limit) is not more than £³ and the redemption period is 6 months.

In any other circumstances it may be sold by the creditor, but it goes on being redeemable until it is sold. Interest is payable until the actual date of redemption. Where the credit (or credit limit) is more than £⁴ the creditor must give you 14 days' notice of his intention to sell.

When an article has been sold you will receive information about the sale. If the proceeds (less expenses) are more than the amount that would have been payable to redeem the article on the date of the sale you will be entitled to receive the surplus. If they are less than that amount you will owe the creditor the shortfall.

Your goods will not be insured by the creditor while they are in pawn.⁵

Notes:

- ¹ Creditor to insert the date of the end of the redemption period.
- ² Creditor to insert the amount specified in section 118(1)(b) of the Act.
- ³ Creditor to insert the amount specified in section 120(1)(a) of the Act.
- ⁴ Creditor to insert the amount specified in the Consumer Credit (Realisation of Pawn) Regulations 1983 (a).
- ⁵ Creditor to omit this paragraph if inapplicable.

(a) S.I. 1983/1568.

EXPLANATORY NOTE

(This Note is not part of the Regulations.)

These Regulations prescribe the form of the pawn-receipt which has to be given under section 114(1) of the Consumer Credit Act 1974 by a person who takes an article in pawn under a consumer credit agreement regulated by that Act to the person from whom he receives the article at the time he receives it.

The Regulations apply where such a pawn-receipt and any document embodying the agreement are separate.

Where the pawn-receipt and any document embodying the agreement are combined, the Consumer Credit (Agreements) Regulations 1983 (S.I. 1983/1553) apply.

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