

SCHEDULE 1

Regulation 8(1)

PRE-CONTRACT CREDIT INFORMATION
(Standard European Consumer Credit Information)

1. Contact details

Creditor. Address. Telephone number(s). [*] E-mail address. [*] Fax number. [*] Web address. [*]	[Identity.] [Geographical address of the creditor to be used by the debtor.]
If applicable Credit intermediary. Address. Telephone number(s). [*] E-mail address. [*] Fax number. [*] Web address. [*]	[Identity.] [Geographical address of the credit intermediary to be used by the debtor.]

^{*} This information is optional for the creditor. The row may be deleted if the information is not provided.

Wherever “if applicable” is indicated, the creditor must give the information relevant to the credit product or, if the information is not relevant for the type of credit considered, delete the respective information or the entire row, or indicate that the information is not applicable.

Indications between square brackets provide explanations for the creditor and must be replaced with the corresponding information.

2. Key features of the credit product

<i>The type of credit.</i>	
The total amount of credit. This means the amount of credit to be provided under the proposed credit agreement or the credit limit.	[The amount is to be expressed as a sum of money. In the case of running-account credit, the total amount may be expressed as a statement indicating the manner in which the credit limit will be determined where it is not practicable to express the limit as a sum of money.]
How and when credit would be provided.	[Details of how and when any credit being advanced is to be drawn down.]
The duration of the credit agreement.	[The duration or minimum duration of the agreement or a statement that the agreement has no fixed or minimum duration.]
Repayments.	[The amount (expressed as a sum of money), number (if applicable) and frequency of

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<p><i>The type of credit.</i></p>	
<p>If applicable:</p> <p>Your repayments will pay off what you owe in the following order.</p>	<p>repayments to be made by the debtor. In the case of an agreement for running-account credit, the amount may be expressed as a sum of money or a specified proportion of a specified amount or both, or in a case where the amount of any repayment cannot be expressed as a sum of money or a specified proportion, a statement indicating the manner in which the amount will be determined.</p> <p>[The order in which repayments will be allocated to different outstanding balances charged at different rates of interest.]</p>
<p>The total amount you will have to pay.</p> <p>This means the amount you have borrowed plus interest and other costs.</p>	<p>[The amount payable by the debtor under the agreement (where necessary, illustrated by means of a representative example).</p> <p>The total amount payable will be the sum of the total amount of credit and the total charge for credit payable under the agreement as well as any advance payment where required. In the case of running account credit, where it is not practicable to express the limit as a sum of money, a credit limit of £1200 should be assumed.</p> <p>In a case where credit is to be provided subject to a maximum credit limit of less than £1200, an amount equal to that maximum limit.</p> <p>The total charge for credit is to be calculated using the relevant APR assumptions set out in Schedule 2 to the Consumer Credit (Disclosure of Information) Regulations 2010 and the Total Charge for Credit Regulations, and where appropriate the relevant components of the debtor's preferred credit.]</p>
<p>If applicable</p> <p>[The proposed credit will be granted in the form of a deferred payment for goods or service.]</p> <p>or</p> <p>[The proposed credit will be linked to the supply of specific goods or the provision of a service.]</p> <p>Description of goods/services/land (as applicable).</p>	<p>[A list or other description]</p> <p>[Cash price of goods or service.]</p> <p>[Total cash price.]</p>

<i>The type of credit.</i>	
Cash price.	
If applicable Security required. This is a description of the security to be provided by you in relation to the credit agreement.	[Description of any security to be provided by or on behalf of the debtor.]
If applicable Repayments will not immediately reduce the amount you owe.	[In the case of a credit agreement under which repayments do not give rise to an immediate reduction in the total amount of credit advanced but are used to constitute capital as provided by the agreement (or an ancillary agreement a clear and concise statement) where applicable, that the agreement does not provide for a guarantee of the repayment of the total amount of credit drawn down under the credit agreement.]

3. Costs of the credit

The rates of interest which apply to the credit agreement	[Details of the rate of interest charged, any conditions applicable to that rate, where available, any reference rate on which that rate is based and any information on changes to the rate of interest (including the periods that the rate applies, and any conditions or procedure applicable to changing the rate). Where different rates of interest are charged in different circumstances, the creditor must provide the above information in respect of each rate.]
Annual Percentage Rate of Charge (APR). This is the total cost expressed as an annual percentage of the total amount of credit. The APR is there to help you compare different offers.	[% if known. If the APR is not known a representative example (expressed as a %) mentioning all the necessary assumptions used for calculating the rate (as set out in Schedule 2 to the Consumer Credit (Disclosure of Information) Regulations 2010, the Total Charge for Credit Regulations and, where appropriate, the relevant components of the debtor's preferred credit). Where the creditor uses the assumption set out in regulation 6(g) of the Total Charge for Credit Regulations, the creditor shall indicate that other draw down mechanisms for this type of agreement may result in a higher APR.]
If applicable	

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<p>In order to obtain the credit or to obtain it on the terms and conditions marketed, you must take out:</p> <ul style="list-style-type: none"> — an insurance policy securing the credit, or — another ancillary service contract. <p>If we do not know the costs of these services they are not included in the APR.</p>	<p>[Nature and description of any insurance or other ancillary service contract required.]</p>
<p>Related costs</p>	
<p>If applicable</p> <p>You must have a separate account for recording both payment transactions and drawdowns.</p>	<p>[Details of any account or accounts that the creditor requires to be set up in order to obtain the credit together with the amount of any charge for this.]</p>
<p>If applicable</p> <p>Charge for using a specific payment method.</p>	<p>[Specify means of payment and the amount of charge.]</p>
<p>If applicable</p> <p>Any other costs deriving from the credit agreement.</p> <p>If applicable</p> <p>Conditions under which the above charges can be changed.</p>	<p>[Description and amount of any other charges not otherwise referred to in this form.]</p> <p>[Details of the conditions under which any of the charges mentioned above can be changed.]</p>
<p>If applicable</p> <p>You will be required to pay notarial fees.</p>	<p>[Description and amount of any fee.]</p>
<p>Costs in the case of late payments.</p>	<p>Either</p> <p>[A statement that there are no charges for late or missed payments.]</p> <p>Or</p> <p>[Applicable rate of interest in the case of late payments and arrangements for its adjustment and, where applicable any charges payable for default.]</p>
<p>Consequences of missing payments.</p>	<p>[A statement warning about the consequences of missing payments, including:</p> <ul style="list-style-type: none"> — a reference to possible legal proceedings and repossession of the debtor’s home where this is a possibility, and

	<p>— the possibility of missing payments making it more difficult to obtain credit in the future.]</p>
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4. Other important legal aspects

<p>Right of withdrawal.</p>	<p>Either:</p> <p>[A statement that the debtor has the right to withdraw from the credit agreement before the end of 14 days beginning with the day after the day on which the agreement is made, or if information is provided after the agreement is made, the day on which the debtor receives a copy of the executed agreement under sections 61A or 63 of the Consumer Credit Act 1974, the day on which the debtor receives the information required in section 61A(3) of that Act or the day on which the creditor notifies the debtor of the credit limit, the first time it is provided, whichever is the latest.]</p> <p>Or</p> <p>[There is no right to withdraw from this agreement – if there is a right to cancel the agreement this should be stated.](1)</p> <p>[If the right to cancel is under the Financial Services (Distance Marketing) Regulations 2004 refer to section 5 of the form.]</p>
<p>Early repayment.</p> <p>If applicable</p> <p>Compensation payable in the case of early repayment.</p>	<p>[A statement that the debtor has the right to repay the credit early at any time in full or partially.](2).</p> <p>[Determination of the compensation (calculation method) in accordance with section 95A of the Consumer Credit Act 1974.]</p>
<p>Consultation with a Credit Reference Agency(3).</p>	<p>[A statement that if the creditor decides not to proceed with a prospective regulated consumer credit agreement on the basis of information from a credit reference agency the creditor must, when informing the debtor of the decision, inform the debtor that it has been reached on the basis of information from a credit reference agency and of the particulars of that agency.]</p>

(1) i.e. if there is a cancellation right in respect of an agreement involving credit in excess of £60,260.

(2) the words “or partially” may be excluded in the case of agreements secured on land.

(3) this requirement does not apply in the case of agreements secured on land.

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Right to a draft credit agreement(4).	[A statement that the debtor has the right, upon request, to obtain a copy of the draft credit agreement free of charge, unless the creditor is unwilling at the time of the request to proceed to the conclusion of the credit agreement.]
If applicable The period of time during which the creditor is bound by the pre-contractual information.	[This information is valid from [—] until [—].]or [Period of time during which the information on this form is valid.]

If applicable

5. Additional information in the case of distance marketing of financial services

(a) concerning the creditor	
If applicable	[i.e. where different from section 1.]
The creditor’s representative in your Member State of residence.	[Identity.]
Address.	[Geographical address to be used by the debtor.]
Telephone number(s).	
E-mail address.*	
Fax number.*	
Web address.*	
If applicable	[Consumer credit licence number and any other relevant registration number of the creditor.]
Registration number.	
If applicable	[The Office of Fair Trading or any other relevant supervisory authority or both.]
The supervisory authority.	
(b) concerning the credit agreement	
If applicable(5)	
Right to cancel the credit agreement.	[Practical instructions for exercising the right to cancel indicating, amongst other things, the period for exercising the right, the address to which notification of exercise of the right to

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(4) this requirement does not apply in the case of agreements secured on land, agreements for credit agreements exceeding £60,260, pawn agreements and business purpose agreements.

(5) if the right to withdraw referred to in section 4 does not apply.

(a) concerning the creditor	
If applicable	cancel should be sent and the consequences of non- exercise of that right.]
The law taken by the creditor as a basis for the establishment of relations with you before the conclusion of the credit agreement.	[English/other law]
If applicable	
The law applicable to the credit agreement and/ or the competent court.	[A statement concerning the law which governs the contract and the courts to which disputes may be referred.]
If applicable	
Language to be used in connection with the credit agreement.	[Details of the language that the information and contractual terms will be supplied in and used, with your consent, for communication during the duration of the credit agreement.]
(c) concerning redress	
Access to out-of-court complaint and redress mechanism.	[Whether or not there is an out-of-court complaint and redress mechanism for the debtor and, if so, the methods of access to it.]

* This information is optional for the creditor. The row may be deleted if the information is not provided.

SCHEDULE 2

Regulation 1(2)

PROVISIONS RELATING TO CALCULATION AND DISCLOSURE OF THE TOTAL CHARGE FOR CREDIT AND APR

1. Assumptions about running-account credit

- (a) (a) In the case of an agreement for running-account credit, the assumption in paragraph (b) shall have effect for the purpose of calculating the total charge for credit and any APR in place of any assumptions in regulation 6(o) of the Consumer Credit (Total Charge for Credit) Regulations 2010 that might otherwise apply—
- (b) in a case where the credit limit applicable to the credit is not known at the time the pre-contract credit information is disclosed but it is known that it will be subject to a maximum limit of less than £1,200, the credit limit shall be assumed to be an amount equal to that maximum limit.

2. Permissible tolerances in disclosure of an APR

2. For the purposes of these Regulations, it shall be sufficient compliance with the requirement to show an APR if there is included in the pre-contract credit information—

- (a) a rate which exceeds the APR by not more than one,
- (b) a rate which falls short of the APR by not more than 0.1, or

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- (c) in a case to which paragraph 3 or 4 of this Schedule applies, a rate determined in accordance with those paragraphs or whichever of them applies to that case.

3. Tolerance where repayments are nearly equal

3. In the case of an agreement under which all repayments but one are equal and that one repayment does not differ from any other repayment by more whole pence than there are repayments of credit, there may be included in the pre-contract credit information a rate found under regulation 5 of the Consumer Credit (Total Charge for Credit) Regulations 2010 as if that one repayment were equal to the other repayments to be made under the agreement.

4. Tolerance where interval between relevant date and first repayment is greater than interval between repayments

- 4. In the case of an agreement under which—
 - (a) three or more repayments are to be made at equal intervals, and
 - (b) the interval between the relevant date and the first repayment is greater than the interval between the repayments,

there may be included in the pre-contract credit information a rate found under regulation 5 of the Consumer Credit (Total Charge for Credit) Regulations 2010 as if the interval between the relevant date and the first repayment were shortened so as to be equal to the interval between repayments.

SCHEDULE 3

Regulation 11(1)

EUROPEAN CONSUMER CREDIT INFORMATION

1. Contact details

Creditor. Address. Telephone number(s).* E-mail address.* Fax number.* Web address.*	[Identity.] [Geographical address of the creditor to be used by the debtor.]
If applicable Credit intermediary. Address.	[Identity.] [Geographical address of the credit intermediary to be used by the debtor.]

* This information is optional for the creditor. The row may be deleted if the information is not provided.

Wherever “if applicable” is indicated, the creditor must give the information relevant to the credit product or, if the information is not relevant for the type of credit considered, delete the respective information or the entire row or indicate that the information is not applicable.

Indications between square brackets provide explanations for the creditor and must be replaced with the corresponding information.

Telephone number(s).*	
E-mail address.*	
Fax number.*	
Web address.*	

* This information is optional for the creditor. The row may be deleted if the information is not provided.

Wherever “if applicable” is indicated, the creditor must give the information relevant to the credit product or, if the information is not relevant for the type of credit considered, delete the respective information or the entire row or indicate that the information is not applicable.

Indications between square brackets provide explanations for the creditor and must be replaced with the corresponding information.

2. Description of the main features of the credit product

<i>The type of credit.</i>	
The total amount of credit. This means the amount of credit to be provided under the agreement or the credit limit.	[The amount is to be expressed as a sum of money. In the case of running account credit, the total amount may be expressed as a statement indicating the manner in which the credit limit will be determined where it is not practicable to express the limit as a sum of money.]
The duration of the credit agreement.	[The duration or minimum duration of the agreement or a statement that the agreement has no fixed or minimum duration.]
If applicable Repayment of the credit.	[A statement informing the debtor that the debtor may be required to repay the amount of credit in full on demand at any time.]

3. Costs of the credit

The rates of interest which apply to the credit agreement.	[Details of the rates of interest charged, any conditions applicable to that rate, where available any reference rate on which that rate is based and any information on changes to the rate of interest (including the periods that the rate applies and any conditions or procedure applicable to changing the rate). Where different rates of interest are charged in different circumstances, the creditor must provide the above information in respect of each rate.]
If applicable Costs. If applicable	[The costs applicable from the time the credit agreement is concluded.]

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The conditions under which those costs may be changed.	
Costs in the case of late payments.	<p>Either</p> <p>[A statement that there are no charges for late or missed payments.]</p> <p>Or</p> <p>[Applicable rate of interest, in the case of late payments and arrangements for its adjustment and, where applicable, any charges payable for default.]</p>

4. Other important legal aspects

Termination of the credit agreement.	[The conditions and procedure for termination of the credit agreement.]
Consultation with a credit reference agency.	[A statement that if the creditor decides not to proceed with a prospective regulated consumer credit agreement on the basis of information from a credit reference agency the creditor must, when informing the debtor of that decision, inform the debtor that it has been reached on the basis of information from a credit reference agency and of the particulars of that agency.]
<p>If applicable</p> <p>The period of time during which the creditor is bound by the pre-contractual information.</p>	<p>[This information is valid from [—] until [—]]</p> <p>or</p> <p>[Period of time during which the information on this form is valid.]</p>

If applicable

5. Additional information to be given in the case of distance marketing of financial services

(a) concerning the creditor	
If applicable	[i.e. where different from section 1.]
The creditor’s representative in [the UK] [your Member State of residence.]	[Identity.]
Address.	[Geographical address to be used by the debtor.]
Telephone number.*	
E-mail address.*	

* This information is optional for the creditor. The row may be deleted if the information is not provided.

(a) concerning the creditor	
Fax number.*	
Web address.*	
If applicable Registration number.	[Consumer credit licence number and any other relevant registration number of the creditor.]
If applicable The supervisory authority.	[The Office of Fair Trading or any other relevant supervisory authority or both.]
(b) concerning the credit agreement	
If applicable The law taken by the creditor as a basis for the establishment of relations with you before the conclusion of the credit contract.	[English/other law.]
If applicable The law applicable to the credit agreement and/or the competent court.	[A statement concerning the law which governs the contract and the courts to which disputes may be referred.]
If applicable Language to be used in connection your agreement.	[Details of the language that the information and contractual terms will be supplied in and used, with the debtor's consent, for communication during the duration of the credit agreement.]
(c) concerning redress	
Access to out- of-court complaint and redress mechanism.	[Whether or not there is an out-of-court complaint and redress mechanism for the debtor who is party to the distance contract and, if so, the methods of access to it.]

* This information is optional for the creditor. The row may be deleted if the information is not provided.