Changes to legislation: There are currently no known outstanding effects for the Consumer Rights Act 2015, PART 2. (See end of Document for details)

# SCHEDULES

#### **SCHEDULE 2**

CONSUMER CONTRACT TERMS WHICH MAY BE REGARDED AS UNFAIR

#### PART 2

#### SCOPE OF PART 1

## Financial services

Paragraph 8 (cancellation without reasonable notice) does not include a term by which a supplier of financial services reserves the right to terminate unilaterally a contract of indeterminate duration without notice where there is a valid reason, if the supplier is required to inform the consumer of the cancellation immediately.

## **Commencement Information**

- II Sch. 2 para. 21 in force at 1.10.2015 by S.I. 2015/1630, art. 3(g) (with art. 6(1))
- Paragraph 11 (variation of contract without valid reason) does not include a term by which a supplier of financial services reserves the right to alter the rate of interest payable by or due to the consumer, or the amount of other charges for financial services without notice where there is a valid reason, if—
  - (a) the supplier is required to inform the consumer of the alteration at the earliest opportunity, and
  - (b) the consumer is free to dissolve the contract immediately.

#### **Commencement Information**

I2 Sch. 2 para. 22 in force at 1.10.2015 by S.I. 2015/1630, art. 3(g) (with art. 6(1))

## Contracts which last indefinitely

- Paragraphs 11 (variation of contract without valid reason), 12 (determination of characteristics of goods etc after consumer bound) and 14 (determination of price after consumer bound) do not include a term under which a trader reserves the right to alter unilaterally the conditions of a contract of indeterminate duration if—
  - (a) the trader is required to inform the consumer with reasonable notice, and
  - (b) the consumer is free to dissolve the contract.

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#### **Commencement Information**

I3 Sch. 2 para. 23 in force at 1.10.2015 by S.I. 2015/1630, art. 3(g) (with art. 6(1))

# Sale of securities, foreign currency etc

- Paragraphs 8 (cancellation without reasonable notice), 11 (variation of contract without valid reason), 14 (determination of price after consumer bound) and 15 (increase in price) do not apply to—
  - (a) transactions in transferable securities, financial instruments and other products or services where the price is linked to fluctuations in a stock exchange quotation or index or a financial market rate that the trader does not control, and
  - (b) contracts for the purchase or sale of foreign currency, traveller's cheques or international money orders denominated in foreign currency.

## **Commencement Information**

I4 Sch. 2 para. 24 in force at 1.10.2015 by S.I. 2015/1630, art. 3(g) (with art. 6(1))

## Price index clauses

Paragraphs 14 (determination of price after consumer bound) and 15 (increase in price) do not include a term which is a price-indexation clause (where otherwise lawful), if the method by which prices vary is explicitly described.

#### **Commencement Information**

I5 Sch. 2 para. 25 in force at 1.10.2015 by S.I. 2015/1630, art. 3(g) (with art. 6(1))

# **Changes to legislation:**

There are currently no known outstanding effects for the Consumer Rights Act 2015, PART 2.