SCHEDULE 1 Regulation 3

INFORMATION TO BE INCLUDED IN REGULATED CONSUMER CREDIT AGREEMENTS

Paragraph	*Type of agreement* *(1)*	*Information* *(2)*
	Nature of the agreement	
1.	All types.	(1) Subject to paragraph (2) below, a heading in one of the following forms of words— a) "Hire Purchase Agreement regulated by the Consumer Credit Act 1974" b) "Conditional Sale Agreement regulated by the Consumer Credit Act 1974 c) "Fixed Sum Loan Agreement regulated by the Consumer Credit Act 1974" d) "Credit Card Agreement regulated by the Consumer Credit Act 1974" e) "Agreement modifying a Credit Agreement regulated by the Consumer Credit Act 1974." as the case may require. (2) If none of the headings in (1)(a) to (e) above are applicable— a) a heading in the following form of words – "Credit Agreement regulated by the Consumer Credit Act 1974" and b) a description of the type of credit. (3) Where the document and a pawn-receipt are combined, the words "and Pawn-Receipt" shall be inserted in the heading after the word "Agreement". (4) Where the document embodies an agreement of which at least one part is a consumer credit agreement not regulated by the Act, the word "partly" shall be inserted before "regulated" unless the regulated and unregulated parts of the agreement are clearly separate. (5) Where the credit is secured on land the words "and secured on" followed by the address of the land shall be inserted at the end of the heading.
	Parties to the agreement	
2.	All types.	The identity and geographical address of the creditor, debtor and, where relevant, the identity and geographical address of any credit intermediary involved.

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	Duration of the agreement	
3.	Agreement of fixed duration.	The duration of the agreement.
4.	Open end agreements.	A statement indicating that the agreement has no fixed duration. The statement shall include details of the minimum duration of the agreement where such a period is provided for under the agreement.
	Amount of credit	
5.	Agreements falling within paragraph 9 except agreements under which both— a) the total amount payable by the debtor is not greater than the total cash price referred to in paragraph 10; and b) there is no advance payment.	The amount of the credit to be provided under the agreement, namely the difference between the total cash price to be referred to in paragraph 10 and the total of any advance payments.
6.	Agreements for fixed-sum credit not falling within paragraph 9.	The amount of the credit to be provided under the agreement.
	Credit limit	
7.	Agreements for running-account credit.	The credit limit expressed as— a) a sum of money, b) a statement that the credit limit will be determined by the creditor from time to time under the agreement and that notice of it will be given by the creditor to the debtor, c) a sum of money together with a statement that the creditor may vary the credit limit to such sum as the creditor may from time to time determine under the agreement and that notice of it will be given by the creditor to the debtor, or d) in a case not falling within head (a), (b) or (c), either a statement indicating the manner in which the credit limit will be determined and that notice of it will be given by the creditor to the debtor, or a statement indicating that there is no credit limit.

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8.	How and when credit will be provided. All types.	A statement indicating how and when the credit to be advanced under the agreement is to be drawn down.
	Description of goods, services, land etc	
9.	Restricted use debtor-creditor-supplier agreements for fixed-sum credit to finance a transaction comprising the acquisition of goods, services, land or other things specified in the agreement or identified and agreed on at the time the agreement is made	A list or other description of the goods, services or other things and, in the case of land, a general description of the land, the acquisition of which is to be financed by credit under the agreement.
	Cash price	
10.	Agreements falling within paragraph 9.	The cash price in relation to each item referred to in paragraph 9 and, where applicable, the total cash price.
	Rate of interest	
11.	All types.	The rate(s) of interest and, where available, any reference rate on which that rate is based. The following additional information shall be given in relation to each rate that applies: (1) the conditions governing the application of the rate; (2) the period during which the rate will apply; (3) the conditions and procedure for changing the rate.
	Total amount payable	
12.	All types.	(1) The total amount payable by the debtor being the sum of the total amount of credit and the total charge for credit payable under the agreement as well as any advance payment. (2) In the case of running-account credit, where the credit limit is not known at the time the credit agreement is made, the total amount of credit referred to in paragraph (1) shall be assumed to be £1,200 or in a case where credit is to be provided subject to a maximum credit limit of less than £1,200, an amount equal to that maximum limit.
	APR	

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13.	All Types.	The APR in relation to the agreement calculated at the time the credit agreement is made. All the assumptions used in order to calculate that rate shall be specified. Alternatively, where applicable, a statement indicating that the total amount payable under the agreement is not greater than the total cash price of the goods, services, land or other things the acquisition of which is to be financed by credit under the agreement.
	Timing of repayments	
14.	All types.	The timing of repayments to be made under the agreement expressed by reference to one or more of the following— a) the dates on which each repayment is to be made; b) the frequency and number of the repayments and the date of the first repayment or a statement indicating the manner in which that date will be determined; c) a statement indicating the number of repayments and the manner in which the dates of the repayments will be determined.
	Allocation of payments	
14A.	All types where different rates of interest are or will be at any time during the term of the agreement payable in respect of— a) credit provided under the agreement for different purposes, or b) credit provided under each of the different parts of the agreement, whether or not the agreement is a multiple agreement.	A statement of the order or proportions in which any amount paid by the debtor which is not sufficient to discharge the total debt then due under the agreement will be applied or appropriated by the creditor towards the discharge of the sums due— a) in respect of the amounts of credit provided for different purposes, or b) different parts of the agreement as the case may be.
	Amounts of repayments	
15.	All types.	The amount of each repayment to be made under the agreement expressed as— a) a sum of money; b) a specified proportion of a specified amount (including the amount outstanding from time to time);

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		c) a combination of heads (a) and (b); or d) in a case where the amount of any repayment cannot be expressed in accordance with head (a), (b) or (c), a statement indicating the manner in which the amount will be determined.
	Statement of account	
16.	Agreements of fixed duration where the debtor's repayments under the agreement result in an immediate reduction in the total amount of credit owed, other than— a) agreements referred to in regulation 2(2), or b) agreements where the total amount payable by the debtor does not exceed the total amount of credit.	The right to receive, on request, and free of charge, at any time throughout the duration of the agreement pursuant to section 77B of the Act, a statement in the form of a table showing— a) the details of each instalment owing under the agreement; b) the date on which each instalment is due, the amount and any conditions relating to the payment of the instalment; c) a breakdown of each instalment showing how much comprises— i) capital repayment, ii) interest payment, and iii) if applicable, any other charges. Where the interest rate is variable or the other charges may be varied the statement shall indicate clearly and concisely that the information contained in the statement is valid only until the rates of interest or charges are varied.
	Statement where no credit reduction	
17.	Agreements under which payments of interest and charges made by the debtor are not accompanied by a reduction in the total amount of credit owed under the agreement.	A statement indicating the periods and conditions for the payment of the interest and of any associated recurrent or non-recurrent charges.
17A.	Agreements under which repayments made by the debtor do not give rise to an immediate corresponding reduction in the total amount of credit	A statement indicating that— a) the debtor's regular repayments will not repay the capital advanced, and b) at the termination of the agreement the debtor must repay the capital advanced unless the agreement provides a guarantee that any capital constituted by the debtor's repayments will repay the total amount of credit.

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	owed but are used to constitute capital during periods and under conditions laid down in the credit agreement or in an ancillary agreement.	
18.	*Charges* All types where applicable.	(1) Where applicable, the charges for maintaining an account recording both payment transactions and draw downs, unless the opening of the account is optional. (2) Any charge payable as a result of using a method of payment in respect of repayment transactions or drawdown. (3) Any other charges deriving from the credit agreements (other than those referred to in paragraph 19(3)) and the conditions under which those charges may be changed.
19.	*Interest for late payment* All types where applicable.	(1) The rate of interest which applies in the case of late payments applicable at the time of the making of the credit agreement, (2) the arrangements for its adjustment and, (3) where applicable, any charges payable for late payment.
20.	*Missing payment warning* All types under which periodic repayments are to be made except pawn agreements.	A statement warning about the consequences of missing payments, including, for example, a reference to possible legal proceedings and the possibility that the debtor's home may be repossessed and the possibility of missing payments making it more difficult to obtain credit.
21.	*Notarial fees* All types.	Where applicable, a statement that notarial fees will be payable.
	Security provided by the debtor	
22.	Pawn agreements, to which section 114 of the Act applies and where no separate pawn receipt is given.	A statement indicating that an article has been taken in pawn under the agreement and a description of the article sufficient to identify it.

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23.	All types except those referred to in paragraph 22 in relation to which any security or guarantee is to be provided by the debtor or on his behalf.	A description of the security or guarantee as applicable.
	Compulsory insurance	
24.	All types.	A description of any contract of insurance which the debtor is required to conclude under the terms of the agreement.
	Right of withdrawal	
25.	All types except where the agreement is- a) an agreement secured on land, b) restricted-use credit agreements to finance the purchase of land, c) an agreement for a bridging loan in connection with the purchase of land, d) for credit which exceeds £60,260, or e) a cancellable agreement.	A statement providing details of the debtor's right under section 66A of the Act to withdraw from the regulated consumer credit agreement including— (1) the right to withdraw within 14 days without the debtor having to give any reason, (2) when that period of withdrawal begins and ends; (3) the requirement of the debtor to notify the creditor of his intention to withdraw, in writing or orally, (4) contact details of the person/creditor whom he must notify of his intention to withdraw from the agreement; (5) the requirement to repay the credit without delay and no later than 30 calendar days after giving notice of withdrawal, (6) the requirement to pay, without delay and no later than 30 calendar days after giving notice of withdrawal, the interest accrued from the date the credit was provided to the date of repaying it, (7) the amount of interest payable per day expressed as a sum of money, and (8) details of how and to whom he must pay the credit and interest. Paragraph (7) does not apply in respect of agreements for running-account credit where it is not practicable for the creditor to state the amount of interest payable per day. In such cases, the agreement shall state that where credit is drawn down during the withdrawal period, the creditor

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		shall inform the debtor, on request, without delay, of the amount of interest payable per day.
25A.	Agreements referred to in paragraph 25 (a) to (e).	(1) A statement that there is no right of withdrawal under section 66A of the Act. (2) An indication of any other right to cancel the credit agreement whether under the Act or otherwise, with details as appropriate.
	Linked credit agreements	
26.	Linked credit agreements except those— a) falling within paragraph 27; b) under which the credit provided exceeds £60,260.	A statement explaining— (1) that the credit agreement finances the supply of specific goods or services, (2) that if the goods or services are not supplied, or are supplied only in part, or do not conform with the contract, the debtor has the right to seek redress from the creditor, if he is unable to obtain redress from the supplier of the goods or services.
27.	Agreements falling within section 12(b) or (c) of the Act to which section 75 of the Act applies.	A statement explaining that the debtor may have a right to sue the supplier, the creditor or both if he has received unsatisfactory goods or services paid for under the agreement costing more than £100 and not more than £30,000.
	Early repayment	
28.	All types.	A statement providing details of the debtor's right of early repayment under section 94 of the Act including— (1) the fact that the debtor has a right to repay early in full or (except where the agreement is secured on land) in part, (2) the procedure for early repayment, and (3) where applicable, details of the creditor's right to compensation under section 95A of the Act and the manner in which that compensation shall be determined.
	Termination by debtor	
29.	Open-end agreements.	A statement explaining how and when the debtor can terminate the agreement.
30.	Hire-purchase and conditional sale agreements.	A statement explaining— (1) how and when the debtor can terminate the agreement under section 99 of the Act, and (2) the debtor's maximum liability under section 100 of the Act.
	Ombudsman Scheme	

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31.	All types.	A statement explaining that the debtor who is not a business debtor has the right to complain to the Financial Ombudsman Service. A debtor who is a business debtor may have a right to complain to the Financial Ombudsman Service.
	Contractual terms and conditions	
32.	All types.	Where applicable, the other contractual terms and conditions.
	Supervisory authority	
33.	All types.	A statement specifying that the Office of Fair Trading, [geographical address] is the supervisory authority under the Act.