

SCHEDULE 1

Regulation 3

INFORMATION TO BE INCLUDED IN REGULATED CONSUMER CREDIT AGREEMENTS

<i>Paragraph</i>	<i>Type of agreement (1)</i>	<i>of the Information (2)</i>
1.	All types.	<p>(1) Subject to paragraph (2) below, a heading in one of the following forms of words—</p> <ul style="list-style-type: none">(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.” <p>as the case may require.</p> <p>(2) If none of the headings in (1)(a) to (e) above are applicable—</p> <ul style="list-style-type: none">(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. <p>(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”.</p> <p>(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.</p> <p>(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.</p>
2.	All types.	<p><i>Parties to the agreement</i></p> <p>The identity and geographical address of the creditor, debtor and, where relevant, the identity and geographical address of any credit intermediary involved.</p>
3.	Agreement duration.	<p><i>Duration of the agreement</i></p> <p>of fixed The duration of the agreement.</p>

Changes to legislation: The Consumer Credit (Agreements) Regulations 2010 is up to date with all changes known to be in force on or before 10 April 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

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— 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.
- (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.
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.
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.

Changes to legislation: The Consumer Credit (Agreements) Regulations 2010 is up to date with all changes known to be in force on or before 10 April 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

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

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.

Changes to legislation: The Consumer Credit (Agreements) Regulations 2010 is up to date with all changes known to be in force on or before 10 April 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

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.

[^{F1}Repayments]

14. All types. [^{F2}The number (if applicable) and frequency of repayments to be made by the debtor.]

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 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) 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.

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);
 - (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 time throughout the duration of the agreement pursuant to

Changes to legislation: The Consumer Credit (Agreements) Regulations 2010 is up to date with all changes known to be in force on or before 10 April 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

debtor's repayments section 77B of the Act, a statement in the form of a table under the agreement showing—

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.

(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 owed but are used to constitute capital during periods and under conditions laid down in the credit agreement or in an ancillary agreement. 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.

Charges

18. 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.

Changes to legislation: The Consumer Credit (Agreements) Regulations 2010 is up to date with all changes known to be in force on or before 10 April 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

(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.

Interest for late payment

19. 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.

Missing payment warning

20. 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.

Notarial fees

21. 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.
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.

Changes to legislation: The Consumer Credit (Agreements) Regulations 2010 is up to date with all changes known to be in force on or before 10 April 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

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 [^{F3}other than a residential renovation agreement], or
- (e) a cancellable agreement.
- 25A. Agreements referred to in paragraph 25 (a) to (e).
- (1) 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 shall inform the debtor, on request, without delay, of the amount of interest payable per day.
- (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.

[^{F4}Linked credit agreements to which section 75A of the Act applies]

26. Linked credit agreements except those—
- A statement explaining—
- (1) that the credit agreement finances the supply of specific goods or services,

Changes to legislation: The Consumer Credit (Agreements) Regulations 2010 is up to date with all changes known to be in force on or before 10 April 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

- (a) falling within paragraph 27;
- (b) under which the credit provided exceeds £60,260.
- (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 [F5section 95A][F5sections 95A and 95B] 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*
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.

Changes to legislation: The Consumer Credit (Agreements) Regulations 2010 is up to date with all changes known to be in force on or before 10 April 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

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 [^{F6}Financial Conduct Authority], [geographical address] is the supervisory authority under the Act [^{F7}or, in a case where the supplier is carrying on an activity which is exempt from the general prohibition in section 19 of the Financial Services and Markets Act 2000 by virtue of section 327 of that Act, a statement specifying (i) that the activity of the supplier is so exempt and (ii) the relevant designated professional body (within the meaning of section 326 of that Act) as the supervisory authority under that Act, and (iii) the geographical address of the relevant designated professional body].

Textual Amendments

- F1** Word in Sch. 1 para. 14 substituted (26.8.2010) by [The Consumer Credit \(Amendment\) Regulations 2010 \(S.I. 2010/1969\)](#), regs. 1, [45\(a\)\(i\)](#)
- F2** Words in Sch. 1 para. 14 substituted (26.8.2010) by [The Consumer Credit \(Amendment\) Regulations 2010 \(S.I. 2010/1969\)](#), regs. 1, [45\(a\)\(ii\)](#)
- F3** Words in Sch. 1 para. 25 inserted (20.4.2015 for specified purposes, 21.12.2015 for specified purposes, 21.3.2016 in so far as not already in force) by [The Mortgage Credit Directive Order 2015 \(S.I. 2015/910\)](#), art. 1(5), [Sch. 1 para. 14\(3\)](#) (with Pt. 4)
- F4** Words in Sch. 1 para. 26 substituted (26.8.2010) by [The Consumer Credit \(Amendment\) Regulations 2010 \(S.I. 2010/1969\)](#), regs. 1, [45\(b\)](#)
- F5** Words in Sch. 1 para. 28 substituted (E.W.S.) (28.1.2013) by [The Consumer Credit \(Green Deal\) Regulations 2012 \(S.I. 2012/2798\)](#), reg. 1(b), [Sch. para 6](#)
- F6** Words in Sch. 1 para. 33 substituted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) \(No.2\) Order 2013 \(S.I. 2013/1881\)](#), [art. 1\(2\)\(6\)](#), 27(5)
- F7** Words in Sch. 1 para. 33 inserted (14.2.2014 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) Order 2014 \(S.I. 2014/366\)](#), art. 1(3)(4), [16](#)

SCHEDULE 2

Regulations 3(4) and 7

FORMS OF STATEMENT OF PROTECTION AND REMEDIES
AVAILABLE UNDER THE CONSUMER CREDIT ACT 1974 TO
DEBTORS UNDER REGULATED CONSUMER CREDIT AGREEMENTS

<i>FORM (1)</i>	<i>TYPE OF AGREEMENT (2)</i>	<i>FORM OF STATEMENT (3)</i>
1.	Agreement to which section 58(1) of the Act applies.	YOUR RIGHTS

Changes to legislation: The Consumer Credit (Agreements) Regulations 2010 is up to date with all changes known to be in force on or before 10 April 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

Under the Consumer Credit Act 1974, you should have been given a copy of this agreement at least seven days ago so you could consider whether you wanted to go ahead. If the creditor did not give you a copy of this agreement he can only enforce it with a court order.

2. All agreements which are secured on land. YOUR HOME MAY BE REPOSSESSED. Your home may be repossessed if you do not keep up repayments on a mortgage or other debt secured on it.
3. Cancellable agreements to which section 68(b) of the Act applies. YOUR RIGHT TO CANCEL
You can cancel this agreement within FOURTEEN days (starting the day after you signed it) by giving WRITTEN notice to*.
If you intend to cancel you should not use any goods you have under the agreement and you should keep them safe. You can wait for them to be collected and you do not need to hand them over until you receive a written request for them.
*Creditor or agent to insert the name and address of the person to whom the notice may be given or an indication of the person to whom a notice may be given with clear reference to the place in the document embodying the agreement where his name and address appear.
4. Cancellable agreements not included in paragraphs 3 or 5. YOUR RIGHT TO CANCEL
Once you have signed this agreement you will have a short time in which you can cancel [it]* [that part of this agreement which is regulated by the Consumer Credit Act 1974]*. The creditor will send you exact details of how and when you can do this.
*Creditor to omit passage in square brackets which does not apply to the agreement.
5. Modifying agreement treated under section 82(5) of the Act as cancellable arrangements. YOUR RIGHT TO CANCEL
This agreement modifies an earlier agreement. Once you have signed this agreement your right to cancel [that part of]* the earlier agreement [which was regulated by the Consumer Credit Act 1974]* will be widened to cover the [regulated]* agreement as modified. The cancellation period itself will be

Changes to legislation: The Consumer Credit (Agreements) Regulations 2010 is up to date with all changes known to be in force on or before 10 April 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

- unchanged. Details of how to cancel are given in your copy of this agreement.
*Creditor to omit passages in square brackets except in the case of an agreement of which at least one part is credit agreement not regulated by the Act.
6. Pawn agreements to which section 114 of the Act applies. **IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS**
The Consumer Credit Act 1974 (“the Act”) lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, the creditor cannot enforce this agreement without getting a court order.
The Act also gives you a number of rights. In particular, you should read the NOTICE TO DEBTOR [in this agreement]* [in your pawn-receipt]**.
If you would like to know more about your rights under the Act, contact Consumer Direct, your local Trading Standards Department or your nearest Citizens' Advice Bureau.
*Phrase in square brackets to be included by creditor in agreements where any document embodying the agreement is not separate from the pawn-receipt. Creditor to omit “in your pawn-receipt”.
**Phrase in square brackets to be included by creditor in agreements where a separate pawn-receipt is given to the debtor. Creditor to omit “in this agreement”.
7. Conditional sale agreements secured on land. **TERMINATION: YOUR RIGHTS**
Until the title to the land has passed to you, you have a right to end this agreement. To do so write to the person you make your payments to. They will then be entitled to the return of the land and to [half the total amount payable under this agreement, that is]* £x. ** If, at the time you end this agreement, you have already paid at least this amount plus any overdue instalments and you have taken reasonable care of the land, you will not have to pay any more.
*Creditor to insert the passage in square brackets where the amount calculated in accordance with the provisions of section 100 of the Act applies. If the agreement provides for a sum below

Changes to legislation: The Consumer Credit (Agreements) Regulations 2010 is up to date with all changes known to be in force on or before 10 April 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

- the minimum prescribed in the Act, the passage in square brackets is to be omitted
**Creditor to insert the amount calculated in accordance with the provisions of section 100 of the Act or such lesser sum as the agreement may provide.
8. Agreements modifying conditional sale agreements relating to land. TERMINATION: YOUR RIGHTS
Until the title to the land has passed to you, you have a right to end this agreement. To do so write to the person you make your payments to. They will then be entitled to the return of the land and to [half the total amount payable under this agreement, that is]* [£[—**] If at the time you end this agreement, you have already paid at least this amount plus any overdue instalments and you have taken reasonable care of the land, you will not have to pay any more.
*Creditor to insert the passage in square brackets where the amount calculated in accordance with the provisions of section 100 of the Act applies. If the agreement provides for a sum below the minimum prescribed in the Act, the passage in square brackets is to be omitted.
** Creditor to insert the amount calculated in accordance with the provisions of section 100 of the Act or such lesser sum as the agreement may provide.
9. Hire purchase and conditional sale agreements relating to goods, not included in paragraph 10. TERMINATION: YOUR RIGHTS
You have a right to end this agreement. To do so, you should write to the person you make your payments to. They will then be entitled to the return of the goods and to [the cost of installing the goods plus half the rest of the total amount payable under this agreement, that is][half the total amount payable under this agreement, that is]*£x**. If you have already paid at least this amount plus any overdue instalments and have taken reasonable care of the goods, you will not have to pay any more.
*Creditor to insert the appropriate passage in square brackets where the amount calculated in accordance with the provisions of section 100 of the Act apply. If the agreement provides for a sum below the minimum prescribed in the Act, both passages in square brackets are to be omitted.
**Creditor to insert the amount calculated in accordance with the provisions of

Changes to legislation: The Consumer Credit (Agreements) Regulations 2010 is up to date with all changes known to be in force on or before 10 April 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

- section 100 of the Act or such lesser sum as the agreement may provide.
10. Agreements modifying hire-purchase and conditional sale agreements relating to goods. **TERMINATION: YOUR RIGHTS**
You have the right to end this agreement. To do so, write to the person you make your payments to. They will then be entitled to the return of the goods and to [the cost of installing the goods plus half the total amount yet to be paid under the earlier agreement as modified by this agreement, that is][half the total amount payable under the earlier agreement as modified by this agreement, that is]*£x**. If you have already paid at least this amount, plus any overdue instalments and have taken reasonable care of the goods, you will not have to pay any more.
*Creditor to insert the appropriate passage in square brackets where the amount calculated in accordance with the provisions of section 100 of the Act applies. If the modified agreement provides for a sum below the minimum prescribed in the Act, both passages in square brackets are to be omitted.
**Creditor to insert the amount calculated in accordance with the provisions of section 100 of the Act or such lesser sum as the agreement may provide.
11. Hire-purchase and conditional sale agreements relating to goods, not included in paragraph 12. **REPOSSESSION: YOUR RIGHTS**
If you do not keep your side of the agreement but you have paid at least [the cost of installing the goods plus one third of the rest of the total amount payable under this agreement, that is][one third of the total amount payable under this agreement, that is] *£x **the creditor may not take back the goods against your wishes unless he gets a court order. (In Scotland he may need to get a court order at any time). If he does take the goods without your consent or a court order, you have the right to get back any money that you have paid under this agreement.
*Creditor to insert the appropriate passage in square brackets.
**Creditor to insert the amount calculated in accordance with the provision of section 90 of the Act.

Changes to legislation: The Consumer Credit (Agreements) Regulations 2010 is up to date with all changes known to be in force on or before 10 April 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

12. Agreements modifying hire-purchase and conditional sale agreements relating to goods. **REPOSSESSION: YOUR RIGHTS**
If you do not keep your side of this agreement [but you have paid at least £x*]** the creditor may not take back the goods against your wishes unless he gets a court order. (In Scotland he may need to get a court order at any time). If he does take the goods back without your consent or a court order, you have the right to get back all the money you have paid under this agreement.
*Creditor to insert the amount calculated in accordance with the provisions of section 90 of the Act.
** Creditor to omit both passages in square brackets in the case of a modifying agreement where the goods are protected at the time the modifying agreement is made.
-

SCHEDULE 3

Regulation 6

NOTICE TO BE CONTAINED IN DOCUMENTS EMBODYING A COMBINED CONSUMER CREDIT AGREEMENT AND PAWN-RECEIPT

NOTICE TO DEBTOR

IMPORTANT – YOU SHOULD READ THIS CAREFULLY

Right to Redeem Articles

If you hand in this agreement (which is also your pawn receipt) and pay the amount you owe, you may redeem the article(s) in pawn at any time within 6 months of the date of this agreement or any longer time agreed with 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 either a statutory declaration or, if the credit (or credit limit) is not more than £x⁽²⁾ and the creditor agrees, a signed statement instead. The creditor may provide the form to be used and may charge for doing so.

Changes to legislation: The Consumer Credit (Agreements) Regulations 2010 is up to date with all changes known to be in force on or before 10 April 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

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 £x ⁽³⁾ and the redemption period is 6 months. In any other case it may be sold by the creditor, but it continues to be redeemable until it is sold. Interest is payable until the actual date of redemption. Where the credit (or credit limit) is more than £x ⁽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 extra amount. If the proceeds are less than the amount you will owe the creditor the shortfall.

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

⁽¹⁾ Creditor to insert the date at 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 (S.I. 1983/1568).

⁽⁵⁾ Creditor to omit this paragraph if inapplicable.

SCHEDULE 4

Regulation 1(2)

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

1. Assumptions about running-account credit

- (a) In the case of an agreement for running-account credit, the assumption in paragraph (b) below shall have effect for the purpose of calculating the total charge for credit and any APR in place of the assumption in [F8 the total charge for credit rules] that might otherwise apply.
- (b) In a case where credit is to be provided subject to a maximum credit limit of less than £1,200, the credit limit shall be assumed to be an amount equal to that maximum limit.

Changes to legislation: The Consumer Credit (Agreements) Regulations 2010 is up to date with all changes known to be in force on or before 10 April 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

Textual Amendments

F8 Words in Sch. 4 para. 1 substituted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) \(No.2\) Order 2013 \(S.I. 2013/1881\)](#), [art. 1\(2\)\(6\)](#), 27(6)(a)

Textual Amendments

F8 Words in Sch. 4 para. 1 substituted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) \(No.2\) Order 2013 \(S.I. 2013/1881\)](#), [art. 1\(2\)\(6\)](#), 27(6)(a)

2. Permissible tolerances in disclosure of an APR

For the purposes of these Regulations, it shall be sufficient compliance with the requirement to show an APR if there is included in the consumer credit agreement—

- (a) a rate which exceeds the APR by not more than one, or
- (b) a rate which falls short of the APR by not more than 0.1, or
- (c) in a case to which either of paragraphs 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

In the case of an agreement under which all repayments of credit 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 a consumer credit agreement a rate found under ^[F9]the total charge for credit rules] as if that one repayment were equal to the other repayments to be made under the agreement.

Textual Amendments

F9 Words in Sch. 4 paras. 3, 4 substituted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) \(No.2\) Order 2013 \(S.I. 2013/1881\)](#), [art. 1\(2\)\(6\)](#), 27(6)(b)

Textual Amendments

F9 Words in Sch. 4 paras. 3, 4 substituted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) \(No.2\) Order 2013 \(S.I. 2013/1881\)](#), [art. 1\(2\)\(6\)](#), 27(6)(b)

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

Changes to legislation: The Consumer Credit (Agreements) Regulations 2010 is up to date with all changes known to be in force on or before 10 April 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

- (a) In the case of a consumer credit agreement under which—
- (i) three or more repayments are to be made at equal intervals, and
 - (ii) the interval between the relevant date and the first repayment is greater than the interval between the repayments,
- there may be included in the agreement a rate found under ^{F9}the total charge for credit rules] as if the interval between the relevant date and the first repayment were shortened so as to be equal to the interval between repayments.
- (b) In this paragraph “relevant date” means—
- (i) in a case where a date is specified in or determinable under the consumer credit agreement at the date of its making as that on which the debtor is entitled to require provision of anything the subject of the agreement, the earliest such date, and
 - (ii) in any other case, the date of the making of the agreement.

Textual Amendments

- F9** Words in Sch. 4 paras. 3, 4 substituted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) \(No.2\) Order 2013 \(S.I. 2013/1881\)](#), [art. 1\(2\)\(6\)](#), 27(6)(b)

Changes to legislation:

The Consumer Credit (Agreements) Regulations 2010 is up to date with all changes known to be in force on or before 10 April 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations.

[View outstanding changes](#)

Changes and effects yet to be applied to :

- Regulations revoked by [2023 c. 29 Sch. 1 Pt. 2](#)