

## SCHEDULE 2

FORM OF DEFAULT NOTICE BEFORE A CREDITOR OR OWNER CAN BECOME ENTITLED, BY REASON OF ANY BREACH BY THE DEBTOR OR HIRER OF A REGULATED AGREEMENT, TO TERMINATE THE AGREEMENT, DEMAND EARLIER PAYMENT OF ANY SUM, RECOVER POSSESSION OF ANY GOODS OR LAND, TREAT ANY RIGHT CONFERRED ON THE DEBTOR OR HIRER BY THE AGREEMENT AS TERMINATED, RESTRICTED OR DEFERRED OR ENFORCE ANY SECURITY

### *Retaking of protected hire-purchase etc, goods*

7. In the case of a regulated hire-purchase or conditional sale agreement relating to goods, where the property in the goods remains in the creditor, a statement in the following form—

“BUT IF YOU HAVE PAID AT LEAST ONE-THIRD OF THE TOTAL AMOUNT PAYABLE UNDER THE AGREEMENT SET OUT BELOW (OR ANY INSTALLATION CHARGE PLUS ONE-THIRD OF THE REST OF THE AMOUNT PAYABLE). 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 THEM WITHOUT YOUR CONSENT OR A COURT ORDER, YOU HAVE THE RIGHT TO GET BACK ALL THE MONEY YOU HAVE PAID UNDER THE AGREEMENT SET OUT BELOW”.

Note:

This statement shall follow the specification under paragraph 6 of the further action intended to be taken by the creditor or owner and be followed by—

- (a) either
  - (i) the total amount payable under the agreement, or
  - (ii) where there is an installation charge, separately, the amount of the installation charge and the rest of the total amount payable under the agreement; and
- (b) the total amount that the debtor has paid to the creditor by the date of the giving of the notice.