

## SCHEDULE 1

### “Order 83

#### **The Consumer Credit Act 1974**

##### **Particulars to be given in other claims arising out of a regulated hire-purchase agreement**

7. Where a plaintiff’s claim arises out of a regulated hire-purchase agreement but is not brought to recover possession of goods, the statement of claim or (as the case may be) the affidavit filed in support of the originating summons shall include the following particulars—

- (a) the date of agreement and the parties thereto, with sufficient particulars to enable the debtor to identify the agreement, and details of any sureties;
- (b) where the plaintiff was not one of the original parties to the agreement, the means by which the rights and duties of the creditor under the agreement passed to him;
- (c) a statement that the agreement is a regulated agreement;
- (d) the place where the agreement was signed by the debtor (if known);
- (e) whether a default notice or a notice under section 76(1) has been served on the debtor, and the date and method of service;
- (f) the goods let under the agreement;
- (g) the total price;
- (h) the amount paid by or on behalf of the debtor;
- (i) the amount (if any) claimed as being due and unpaid in respect of any instalment or instalments of the total price; and
- (j) particulars of any other claim and the circumstances in which it arises.