

SCHEDULE 1

Regulation 2(1)

INFORMATION TO BE CONTAINED IN DOCUMENTS EMBODYING REGULATED CONSUMER CREDIT AGREEMENTS OTHER THAN MODIFYING AGREEMENTS

<i>TYPE OF AGREEMENT</i> (1)	<i>INFORMATION</i> (2)
<i>Nature of agreement</i>	
1. All types.	(1) A heading in one of the following forms of words shown prominently on the first page of the document—
(a) “Hire-Purchase Agreement regulated by the Consumer Credit Act 1974”;	
(b) “Conditional Sale Agreement regulated by the Consumer Credit Act 1974”; or	
(c) “Credit Agreement regulated by the Consumer Credit Act 1974”,	
as the case may require.	
(2) Where the document and a pawn-receipt are combined, the words “, and Pawn-Receipt,” shall be inserted in the heading after the word “Agreement”.	
(3) Where the document embodies an agreement of which at least one part is a 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.	
<i>Parties to agreement</i>	
2. All types.	(1) The name and a postal address of the creditor.
(2) The name and a postal address of the debtor.	
FINANCIAL AND RELATED PARTICULARS	
<i>Description of goods, services, land etc.</i>	
3. 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.
<i>Cash price</i>	
4. Agreements falling within paragraph 3.	The cash price in relation to each list or other description of goods, services, land or other

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	things, to be shown under paragraph 3 above, and the total cash price.
<i>Advance payments</i>	
5. All types in relation to which any advance payment is to be made by the debtor (whether under the agreement or as a condition precedent to the making of the agreement) before he is provided with credit under the agreement or, as the case may be, before he enters into the agreement.	The amount of the advance payments to be made by the debtor and, in the case of a cancellable agreement, the nature of such payments.
<i>Amount of credit</i>	
6. Agreements falling within paragraph 3 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 4; and (b) there is no advance payment falling within paragraph 5.	The amount of the credit to be provided under the agreement, namely the difference between the total cash price to be shown under paragraph 4 above and the total of any advance payments to be shown under paragraph 5 above.
7. Agreements for fixed-sum credit not falling within paragraph 3.	The amount of the credit to be provided under the agreement.
<i>Credit limit</i>	
8. Agreements for running-account credit. (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 him to the debtor; (c) a sum of money together with a statement that the creditor may vary the credit limit to such sum as he may from time to time determine under the agreement and that notice of it will be given by him to the debtor; or (d) in a case not falling within head (a), (b) or (c) above, 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.	The credit limit expressed as:—
<i>Total charge for credit, rate of interest, etc.</i>	

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<i>TYPE OF AGREEMENT</i> (1)	<i>INFORMATION</i> (2)
<p>9. Agreements for fixed-sum credit except agreements—</p> <p>(a) which do not specify either the intervals between repayments or the amounts of repayments or both the intervals and the amounts;</p> <p>(b) under which the total amount payable by the debtor to discharge his indebtedness in respect of the amount of credit provided may vary according to any formula specified in the agreement having effect by reference to movements in the level of any index or to any other factor;</p> <p>(c) which provide for a variation of, or permit the creditor to vary, (whether or not by reference to any index) the amount or rate of any item included in the total charge for credit after the relevant date; or</p> <p>(d) under which the total amount payable by the debtor is not greater than the total cash price referred to in paragraph 4.</p>	<p>The total charge for credit (with or without a list of its constituent parts).</p>
<p>10. Agreements for—</p> <p>(a) running-account credit; and</p> <p>(b) fixed-sum credit falling within the exceptions in paragraph 9(a) to (c).</p>	<p>(1) The rate of any interest on the credit to be provided under the agreement.</p> <p>(2) The total amount of other charges included in the total charge for credit in relation to the credit to be provided under the agreement, except that, where any such charge cannot be stated as an amount, the rate of the charge or the formula in accordance with which it may be calculated and the total amount of the other such charges shall be shown separately.</p>
<i>Total amount payable</i>	
<p>11. Agreements falling within paragraph 9.</p>	<p>The total amount payable, being the total of any amounts to be shown under paragraphs 5, 6 or 7, and 9 above.</p>
<i>Timing of repayments</i>	
<p>12. All types.</p> <p>(a) the dates on which each repayment is to be made;</p> <p>(b) the frequency and number of the repayments and the date of the first repayment</p>	<p>The timing of repayments to be made under the agreement expressed by reference to one or more of the following—</p>

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<p>or a statement indicating the manner in which that date will be determined;</p> <p>(c) a statement indicating the manner in which the dates of the repayments will be determined.</p> <p style="text-align: center;"><i>Amounts of repayments</i></p> <p>13. All types except those falling within paragraph 14.</p> <p>(a) a sum of money;</p> <p>(b) a specified proportion of a specified amount (including the amount outstanding from time to time);</p> <p>(c) a combination of heads (a) and (b) above; or</p> <p>(d) in a case where the amount of any repayment cannot be expressed in accordance with head (a), (b) or (c) above, a statement indicating the manner in which the amount will be determined</p> <p>14. Agreements where—</p> <p>(i) the credit to be provided is repayable by two or more instalments; and</p> <p>(ii) the interest on the credit is of a type to which section 26 of, and Schedule 7 to, the Finance Act 1982 apply.</p> <p>(b) a specified proportion of a specified amount (including the amount outstanding from time to time);</p> <p>(c) a combination of heads (a) and (b) above; or</p> <p>(d) in a case where the amount of any repayment cannot be expressed in accordance with head (a), (b) or (c) above, a statement indicating the manner in which the amount will be determined:</p> <p>Provided that, where the amounts to be paid by the debtor after deduction of tax in accordance with section 26 of, and Schedule 7 to, the Finance Act 1982 are the same, the requirements of this paragraph may be satisfied by a statement indicating the lowest and highest amounts of the repayments to be made under the agreement before deduction of tax.</p>	<p>The amount of each repayment to be made under the agreement expressed as—</p> <p>The amount of each repayment to be made under the agreement (with or without the equivalent repayment after deduction of tax in accordance with section 26 of, and Schedule 7 to, the Finance Act 1982), expressed as—</p> <p>(a) a sum of money;</p>
<i>APR</i>	

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<i>TYPE OF AGREEMENT</i> (1)	<i>INFORMATION</i> (2)
15. All types except those referred to in paragraph 16.	The APR in relation to the agreement or 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.
16. Debtor-creditor-supplier agreements for running-account credit under which—	(1) The APR in relation to the agreement calculated on the assumptions specified in subparagraphs (2) and (3) below.
(a) the debtor agrees to pay the creditor an amount specified in the agreement on specified occasions;	(2) The first assumption referred to in subparagraph (1) above is the assumption that—
(b) there is a credit limit; and	(a) the debtor is provided with an amount of credit at the date of the making of the agreement which, taken with the amount of the charge for that credit ascertained at that date, is equal to the credit limit; and
(c) charges for credit are either—	
(i) a fixed amount in respect of each transaction, or	
(ii) calculated as a proportion of the price payable under a transaction financed by the credit.	(b) the debtor repays the sum of the amounts referred to in head (a) above by payments of the amounts specified in the agreement on the occasions specified in the agreement and makes no other payment and obtains no further credit in relation to the account.
(3) The second assumption referred to in subparagraph (1) above is the like assumption as in subparagraph (2) above save that the sum of the amounts referred to in head (a) thereof shall be taken to be one third of the credit limit.	
17. Agreements where the APR is based on a total charge for credit which is calculated to take account of relief available under section 19 of the Income and Corporation Taxes Act 1970 and Schedule 4 to the Finance Act 1976 .	A statement indicating that it has been assumed in the calculation of the APR in relation to the agreement that relief may be available under section 19 of the Income and Corporation Taxes Act 1970 and Schedule 4 to the Finance Act 1976 in respect of premiums under certain policies of insurance without any deduction under section 21 of the said Act of 1970.
<i>Variable rates or items</i>	
18. Agreements under which the rate or amount of any item included in the total charge for credit will or may be varied (other than a variation in consequence of an event which is certain to occur).	A statement indicating that in calculating the APR no account has been taken of any variation which may occur under the agreement of the rate or amount of any item entering into that calculation.

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<p>19. Agreements falling within paragraph 18.</p>	<p>A statement indicating the circumstances in which any variation referred to in paragraph 18 above may occur and, where that information is ascertainable at the time at which the document referred to in section 61(1) of the Act is presented or sent to the debtor for signature, the time at which any such variation may occur.</p>
<p>OTHER INFORMATION</p> <p><i>Security provided by the debtor</i></p>	
<p>20. Agreements, to which section 114 of the Act applies, under which a person takes any article in pawn and where no separate pawn-receipt is given.</p>	<p>A statement indicating that an article has been taken in pawn under the agreement and a description of the article sufficient to identify it.</p>
<p>21. All types except those referred to in paragraph 20 in relation to which any security is to be provided by the debtor to secure the carrying out of the obligations of the debtor under the agreement.</p> <p>(a) a general description of any stocks and shares (including any right to become a stockholder or shareholder) to which it relates; and</p> <p>(b) in any other case a description of the subject matter to which it relates.</p>	<p>A description of the security to be provided by the debtor in relation to the agreement sufficient to identify it and—</p>
<p><i>Charges on default</i></p>	
<p>22. All types including provisions for charges on default.</p>	<p>An indication of any charges payable under the agreement to the creditor upon failure by the debtor or a relative of his to do or refrain from doing anything which he is required to do or refrain from doing, as the case may be.</p>