

SCHEDULE 3

Regulation 3(1)

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

<i>TYPE OF AGREEMENT</i> (1)	<i>INFORMATION</i> (2)
<i>Nature of agreement</i>	
1. All types.	A heading in the following form of words shown prominently on the first page of the document— “Hire Agreement regulated by the Consumer Credit Act 1974”.
<i>Parties to agreement</i>	
2. All types.	(1) The name and a postal address of the owner.
	(2) The name and a postal address of the hirer.
FINANCIAL AND RELATED PARTICULARS	
<i>Description of goods</i>	
3. All types.	A list or other description of the goods to be bailed or hired under the agreement.
<i>Advance payments</i>	
4. All types in relation to which any advance payment is to be made by the hirer (whether under the agreement or as a condition precedent to the making of the agreement) before he is to take possession of the goods to be bailed or hired 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 hirer and, in the case of a cancellable agreement, the nature of such payments.
<i>Hire payments</i>	
5. All types.	(1) The amount of each hire payment, other than an advance payment to be shown under paragraph 4 above.
(2) The timing of such payments to be made under the agreement expressed by reference to one or more of the following—	
(a) the dates on which each payment is to be made;	
(b) the frequency and number of the payments and the date of the first payment or a statement indicating the manner in which that date will be determined;	
(c) a statement indicating the manner in which the dates of the payments will be determined.	

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<i>TYPE OF AGREEMENT</i> (1)	<i>INFORMATION</i> (2)
<i>Other payments</i>	
<p>6. All types including provisions for payments other than advance payments and hire payments.</p>	<p>(1) The amount (or a statement indicating the manner in which the amount will be determined) of each of the following descriptions of payments (not being an advance payment to be shown under paragraph 4 above or a hire payment to be shown under paragraph 5) to be made under the agreement by, or on behalf of, the hirer, or a relative of his, to the owner, that is to say,—</p>
<p>(a) any payment under arrangements for the installation, care, maintenance or protection of any goods;</p>	
<p>(b) any premium under a contract of insurance; or</p>	
<p>(c) any payment payable on termination of the agreement (other than a payment on default to be shown under paragraph 10 below).</p>	
<p>(2) The timing of such payments expressed by reference to one or more of the following—</p>	
<p>(a) the dates on which each payment is to be made;</p>	
<p>(b) the frequency and number of the payments and the date of the first payment 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 payments will be determined.</p>	
<p>(3) References in this paragraph to the owner include references to his near relative, his partner and a member of a group of which he is a member, to any person nominated by him or by any such person in relation to the arrangements, the contract of insurance or the termination of the agreement, and to a near relative of his partner; and “near relative” means, in relation to any person, the husband, wife, father, mother, brother, sister, son or daughter of that person and “group” means the person (including a company) having control of a company together with all the companies directly or indirectly controlled by him.</p>	
<i>Variable payments</i>	
<p>7. All types including provisions for variation of hire or other payments, where the amount</p>	<p>(1) Subject to sub-paragraph (2) below, a statement indicating the circumstances in</p>

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<i>TYPE OF AGREEMENT</i>	<i>INFORMATION</i>
<p>(1) of any such payment following any variation cannot be ascertained at the time of the making of the agreement.</p>	<p>(2) which any hire payment to be shown under paragraph 5 above or any other payment to be shown under paragraph 6 may be varied under the agreement 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 hirer for signature, the time at which any such variation may occur.</p>
<p><i>Duration of hire</i></p>	
<p>(2) Sub-paragraph (1) above does not apply to a variation under the agreement which takes account only of a change in value added tax.</p>	
<p>(3) References in sub-paragraph (2) above to a change in value added tax include references to a change to or from no tax being charged.</p>	
<p>8. All types including a provision that goods are to be bailed or hired for a fixed period or a minimum period.</p>	<p>A statement indicating that goods are to be bailed or hired under the agreement for a fixed period or a minimum period, as the case may be, and the duration of that period.</p>
<p>OTHER INFORMATION</p>	
<p><i>Security provided by the hirer</i></p>	
<p>9. All types in relation to which any security is to be provided by the hirer to secure the carrying out of the obligations of the hirer under the agreement.</p>	<p>A description of the security to be provided by the hirer in relation to the agreement sufficient to identify it and a description of the subject matter to which it relates.</p>
<p><i>Charges on default</i></p>	
<p>10. All types including provisions for charges on default.</p>	<p>An indication of any charges payable under the agreement to the owner upon failure by the hirer 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>