

SCHEDULE 8

REGULATED MODIFYING AGREEMENTS

Regulation 7(2)

PART I

INFORMATION TO BE CONTAINED IN DOCUMENTS EMBODYING REGULATED MODIFYING AGREEMENTS VARYING OR SUPPLEMENTING EARLIER CREDIT AGREEMENTS

<i>TYPE OF MODIFYING AGREEMENT</i> (1)	<i>INFORMATION</i> (2)
	<i>Nature of modifying 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— as the case may require.
(a) “Agreement modifying a Hire-Purchase Agreement and regulated by the Consumer Credit Act 1974”;	
(b) “Agreement modifying a Conditional Sale Agreement and regulated by the Consumer Credit Act 1974 ”; or	
(c) “Agreement modifying a Credit Agreement and regulated by the Consumer Credit Act 1974”;	
(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” in the second place that it occurs.	
(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 modifying 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. and cash price</i>	

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TYPE OF MODIFYING AGREEMENT	INFORMATION
<p>(1) 3. Modifying agreements under which—</p> <p>(a) goods, services, land or other things, the acquisition of which was to be comprised in a transaction to be financed by an earlier restricted-use debtor-creditor-supplier agreement for fixed-sum credit and which were specified in the earlier agreement or identified and agreed on at the time the earlier agreement was made, are varied or supplemented; or</p> <p>(b) the cash price of goods, services, land or other things, the acquisition of which was to be comprised in a transaction to be financed by an earlier restricted-use debtor-creditor-supplier agreement for fixed-sum credit and which were specified in the earlier agreement or identified and agreed on at the time the earlier agreement was made, is varied but the goods, services, land or other things are not varied or supplemented.</p>	<p>(2) (1) A list or other description of the goods, services or other things and, in the case of land, a general description of the land (whether or not varied or supplemented under the modifying agreement) the acquisition of which is to be financed by credit under the modified agreement and the cash price (whether or not so varied or supplemented) in relation to each such list or other description:</p> <p>Provided that, where both the description and the cash price of all the goods, services, land or other things the acquisition of which was to be comprised in a transaction to be financed by the earlier agreement are unchanged, the requirements of this paragraph may be satisfied in relation to such goods, services, land or other things by a statement clearly indicating that the descriptions and cash prices in the earlier agreement are unchanged.</p> <p>(2) The total cash price under the modified agreement.</p>
<p style="text-align: center;"><i>Advance payments</i></p> <p>4. Modifying agreements in relation to which any advance payment is to be made by the debtor additional to any made in relation to an earlier agreement (whether under the modifying agreement or as a condition precedent to the making of that agreement) before he is provided with additional credit under that agreement, or, as the case may be, before he enters into that agreement.</p>	<p>The amount of the additional advance payments to be made by the debtor in relation to the modifying agreement, and, where the modifying agreement is a cancellable agreement, the nature of such payments.</p>

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TYPE OF MODIFYING AGREEMENT (1)	INFORMATION (2)
	<i>Amount of credit</i>
5. Modifying agreements under which any charge included in the total charge for credit in relation to an earlier agreement for fixed-sum credit is varied or supplemented or under which the amount of the credit to be provided under such an earlier agreement is varied or supplemented, except—	(1) The total amount of the credit to be provided under the modified agreement calculated as follows, namely the total amount of the capital outstanding under the earlier agreement on the relevant date calculated in accordance with sub-paragraph (2) below, increased or reduced, as the case may require, by—
(a) the amount of any additional credit to be provided under the modifying agreement; or	
(a) modifying agreements falling within paragraph 3 under which both—	(b) the amount of any reduction of credit to be effected under the modifying agreement.
(i) the total amount payable by the debtor under the modified agreement is not greater than the total cash price under that agreement; and	(2) The total amount of the capital outstanding referred to in sub-paragraph (1) above shall be the difference between—
(ii) there is no advance payment under the modifying agreement;	(a) the total amount of the repayments outstanding under the earlier agreement at the relevant date (whether or not due at that date); and
(b) modifying agreements where the earlier agreement is an agreement such as is described in Regulation 2(2) of the Consumer Credit (Rebate on Early Settlement) Regulations 1983.	(b) the total amount of the charges on the credit not yet accrued under the earlier agreement calculated in accordance with sub-paragraph (3) below.
(3) The total amount of the charges on the credit not yet accrued referred to in sub-paragraph (2) above shall be the amount of a notional rebate calculated in accordance with the Consumer Credit (Rebate on Early Settlement) Regulations 1983 as if early settlement had taken place and as if the settlement date were the relevant date disregarding any deferment of the settlement date under Regulation 5 of those Regulations.	
6. Modifying agreements both under which the amount of the credit to be provided under an earlier agreement for fixed-sum credit is varied or supplemented and where the earlier agreement is an agreement such as is described in Regulation 2(2) of the Consumer Credit (Rebate on Early Settlement) Regulations 1983.	The total amount of the credit to be provided under the modified agreement calculated as follows, namely the total of—
	<i>Credit limit</i>
(a) the balance of the credit outstanding under the earlier agreement at the relevant date;	

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<p>(1)</p> <p>(b) any charges thereon (included in the total charge for credit in relation to the credit to be provided under the earlier agreement) due and unpaid at the relevant date; and</p> <p>(c) the amount of any additional credit to be provided under the modifying agreement.</p> <p>7. Modifying agreements under which the provisions relating to any credit limit under an earlier agreement for running-account credit are varied, including a change to or from there being no credit limit.</p> <p>(a) a sum of money;</p> <p>(b) a statement that the credit limit will be determined by the creditor from time to time under that agreement and that notice of it will be given by him to the debtor;</p> <p>(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 that agreement and that notice of it will be given by him to the debtor; or</p> <p>(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.</p>	<p>(2)</p> <p>The varied credit limit under the modified agreement expressed as—</p>
<i>Total charge for credit, rate of interest, etc.</i>	
<p>8. Modifying agreements under which any charge included in the total charge for credit in relation to an earlier agreement for fixed-sum credit is varied or supplemented, except modifying agreements—</p> <p>(a) which do not specify either the intervals between repayments under the modified agreement or the amounts of repayments or both the intervals and the amounts;</p> <p>(b) under which the total amount payable by the debtor under the modified agreement to discharge his indebtedness in respect of the amount of credit provided may vary according to any formula specified in such agreement having effect by reference to movements in the level of any index or to any other factor;</p>	<p>The total charge for credit (with or without a list of its constituent parts) in relation to the credit to be provided under the modified agreement.</p>

TYPE OF MODIFYING AGREEMENT	INFORMATION
<p>(1)</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 in relation to the modified agreement after the relevant date; or</p> <p>(d) under which the total amount payable by the debtor under the modified agreement is not greater than the total cash price under that agreement.</p> <p>9. Modifying agreements under which—</p> <p style="text-align: center;"><i>Total amount payable</i></p> <p>(a) any charge included in the total charge for credit in relation to an earlier agreement for fixed-sum credit is varied or supplemented and which fall within the exceptions in paragraph 8(a) to (c); or</p> <p>(b) the rate of interest or any other charge included in the total charge for credit in relation to an earlier agreement for running-account credit is varied or supplemented.</p> <p>10. Modifying agreements falling within paragraph 8.</p> <p style="text-align: center;"><i>Timing of repayments</i></p> <p>11. Modifying agreements under which—</p> <p style="text-align: center;"><i>Amount of repayments</i></p> <p>(i) the amount of the credit to be provided under an earlier agreement for fixed-sum credit is varied or supplemented;</p> <p>(ii) the repayment provisions of an earlier agreement for fixed-sum or for running-account credit are varied or supplemented; or</p> <p>(iii) any charge included in the total charge for credit in relation to an earlier agreement for fixed-sum or for running-account credit is varied or supplemented.</p>	<p>(2)</p> <p>(1) The varied or supplemented rate of any interest on the credit to be provided under the modified agreement or a statement that the rate of interest under the earlier agreement is unchanged.</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 modified 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> <p>The total amount payable under the modified agreement, being the total of any amounts to be shown under paragraphs 4, 5 or 6, and 8 above.</p> <p>The timing of repayments to be made under the modified agreement expressed by reference to one or more of the following—</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 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>

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TYPE OF MODIFYING AGREEMENT	INFORMATION
<p>(1) 12. Modifying agreements falling within paragraph 11 but not falling within paragraph 13.</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>(2) The amount of each repayment to be made under the modified agreement expressed as—</p>
<p>13. Modifying agreements falling within paragraph 11 where—</p>	<p>The amount of each repayment to be made under the modified 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>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 modified agreement before deduction of tax.</p>
<p>(i) the credit to be provided under the modified agreement is repayable by two or more instalments; and</p> <p>(ii) the interest on such 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>(a) a sum of money;</p>

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TYPE OF MODIFYING AGREEMENT (1)	INFORMATION (2)
<p>14. Modifying agreements under which—</p> <p>(a) the amount of the credit to be provided under an earlier agreement for fixed-sum credit is varied or supplemented;</p> <p>(b) the repayment provisions of such an agreement are varied or supplemented; or</p>	<p>APR</p> <p>The APR in relation to the modified agreement or a statement indicating that the total amount payable under the modified 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 that agreement.</p>
<p>15. Modifying agreements not falling within paragraph 16 under which—</p> <p>(c) any charge included in the total charge for credit in relation to such an agreement is varied or supplemented.</p> <p>(a) the provisions relating to any credit limit under an earlier agreement for running-account credit are varied, including a change to or from there being no credit limit;</p> <p>(b) the repayment provisions of such an agreement are varied or supplemented; or</p> <p>(c) any charge included in the total charge for credit in relation to such an agreement is varied or supplemented.</p>	<p>The APR in relation to the modified agreement.</p>
<p>16.(a) Modifying agreements under which—</p> <p>(a) above are that—</p> <p>(i) the provisions relating to the credit limit under an earlier debtor-creditor-supplier agreement for running-account credit which fulfils all the criteria in sub-paragraph (b) below are varied;</p> <p>(ii) the repayment provisions of such an agreement are varied or supplemented; or</p>	<p>(1) The APR in relation to the modified agreement calculated on the assumptions specified in sub-paragraphs (2) and (3) below.</p> <p>(2) The first assumption referred to in sub-paragraph (1) above is the assumption that—</p> <p>(a) the debtor is provided with an amount of credit at the date of the making of the modifying agreement which, taken with the amount of the charge for that credit ascertained at that date under the provisions of the modified agreement, is equal to the credit limit under the modified agreement; and</p>

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<p>(1)</p> <p>(iii) any charge included in the total charge for credit in relation to such an agreement is varied or supplemented.</p> <p>(b) The criteria referred to in sub-paragraph</p> <p>(i) the debtor agrees to pay the creditor an amount specified in the agreement on specified occasions;</p> <p>(ii) there is a credit limit; and</p> <p>(iii) charges for credit are either—</p> <p>(aa) a fixed amount in respect of each transaction; or</p> <p>(bb) calculated as a proportion of the price payable under a transaction financed by the credit.</p>	<p>(2)</p> <p>(b) the debtor repays the sum of the amounts referred to in head (a) above by payments of the amounts specified in the modified agreement on the occasions specified in that agreement and makes no other payment and obtains no further credit in relation to the account.</p> <p>(3) The second assumption referred to in sub-paragraph (1) above is the like assumption as in sub-paragraph (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 under the modified agreement.</p>
<p>17. Modifying agreements which are required under paragraph 14, 15 or 16 to disclose an APR in relation to the modified agreement and 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 .</p>	<p>A statement indicating that it has been assumed in the calculation of the APR in relation to the modified 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.</p>
<p><i>Variable rates or items</i></p>	
<p>18. Modifying agreements which are required under paragraph 14, 15 or 16 to disclose an APR in relation to the modified agreement and under which the rate or amount of any item included in the total charge for credit in relation to the modified agreement will or may be varied (other than a variation in consequence of an event which is certain to occur).</p>	<p>A statement indicating that in calculating the APR in relation to the credit to be provided under the modified agreement no account has been taken of any variation which may occur under that agreement of the rate or amount of any item entering into that calculation.</p>
<p>19. Modifying 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>	

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<i>TYPE OF MODIFYING AGREEMENT</i> <i>(1)</i>	<i>INFORMATION</i> <i>(2)</i>
<i>Security provided by the debtor</i>	
20. Modifying agreements (to which section 114 of the Act applies) under which an article taken in pawn by any person under an earlier agreement is varied or supplemented and where no separate pawn-receipt is given.	A statement indicating that an article has been taken in pawn under the modified agreement and a description of the article, unless unchanged from that in the earlier agreement, sufficient to identify it.
21. Modifying agreements (except those referred to in paragraph 20) under which—	
(a) any provisions for security provided by the debtor in relation to an earlier agreement to secure the carrying out of the obligations of the debtor under the earlier agreement are varied (including a variation to or from there being no security provided by the debtor); or	A description of the new, additional or varied security to be provided by the debtor in relation to the modified agreement and of the subject matter to which it relates, sufficient to identify the new, additional or varied security, or a statement indicating that the debtor is no longer providing any security in relation to that agreement.
(b) new or additional security is to be provided by the debtor.	
<i>Charges on default</i>	
22. Modifying agreements under which any provisions for charges on default under an earlier agreement are varied, including a variation to or from there being no such charges.	An indication of any charges payable under the modified 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, or a statement indicating that no such charges are payable under that agreement.

Regulation 7(9)

PART II

INFORMATION TO BE CONTAINED IN DOCUMENTS EMBODYING REGULATED MODIFYING AGREEMENTS VARYING OR SUPPLEMENTING EARLIER HIRE AGREEMENTS

<i>TYPE OF MODIFYING AGREEMENT</i> <i>(1)</i>	<i>INFORMATION</i> <i>(2)</i>
<i>Nature of modifying agreement</i>	
1. All types.	A heading in the following form of words shown prominently on the first page of the document— “Agreement modifying a Hire Agreement regulated by the Consumer Credit Act 1974”.

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TYPE OF MODIFYING AGREEMENT	INFORMATION
(1)	(2)
<i>Parties to modifying 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. Modifying agreements under which—	
(a) goods to be bailed or hired under an earlier agreement are varied or supplemented; or	
(b) any provision of an earlier agreement relating to advance, hire or other payments is varied but the goods to be bailed or hired under the earlier agreement are not varied or supplemented.	A list or other description of the goods to be bailed or hired under the modified agreement (whether or not varied or supplemented under the modifying agreement):
	Provided that, where the description of all the goods to be bailed or hired under the earlier agreement is unchanged, the requirements of this paragraph may be satisfied in relation to such goods by a statement clearly indicating that the descriptions in the earlier agreement are unchanged.
<i>Advance payments</i>	
4. Modifying agreements in relation to which any advance payment is to be made by the hirer additional to any made in relation to an earlier agreement (whether under the modifying agreement or as a condition precedent to the making of that agreement) before he is to take possession of any additional goods to be bailed or hired under that agreement or, as the case may be, before he enters into that agreement.	The amount of the additional advance payments to be made by the hirer in relation to the modifying agreement, and, where the modifying agreement is a cancellable agreement, the nature of such payments.
<i>Hire payments</i>	
5. Modifying agreements under which any provisions of an earlier agreement relating to hire payments, other than advance payments, are varied or supplemented.	(1) The amount of each hire payment (other than an advance payment) to be made by the hirer under the modified agreement in relation to any period on or after the date of the modifying agreement.
(2) The timing of such payments 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	

<i>TYPE OF MODIFYING AGREEMENT</i> <i>(1)</i>	<i>INFORMATION</i> <i>(2)</i>
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.	
<i>Other payments</i>	
6. Modifying agreements under which any provisions of an earlier agreement relating to payments other than advance payments and hire payments are varied or supplemented, including a change to or from there being no such other payments.	(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 or a hire payment) to be made under the modified agreement by, or on behalf of, the hirer, or a relative of his, to the owner in relation to any period on or after the date of the modifying agreement, that is to say,—
(a) any payment under arrangements for the installation, care, maintenance or protection of any goods;	
(b) any premium under a contract of insurance; or	
(c) any payment payable on termination of the modified agreement (other than a payment on default to be shown under paragraph 10 below).	
(2) The timing of such payments to be made under the modified 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; or	
(c) a statement indicating the manner in which the dates of the payments will be determined.	
(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 modified 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	

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TYPE OF MODIFYING AGREEMENT	INFORMATION
(1)	(2)
<p>of a company together with all the companies directly or indirectly controlled by him.</p> <p style="text-align: center;"><i>Variable payments</i></p> <p>7. Modifying agreements including provisions for variation of hire or other payments, where the amount of any such payment following any variation cannot be ascertained at the time of the making of the modifying agreement.</p> <p>(2) Sub-paragraph (1) above does not apply to a variation under the modified 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 style="text-align: center;"><i>Duration of hire</i></p> <p>8. Modifying agreements under which—</p> <p>(a) additional goods are to be bailed or hired for a fixed period or a minimum period; or</p> <p>(b) any provisions of an earlier agreement that goods are to be bailed or hired for a fixed period or a minimum period are varied, including a variation to or from there being no such fixed or minimum period.</p>	<p>(1) Subject to sub-paragraph (2) below, a statement indicating the circumstances in 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 modified 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>A statement indicating that goods are to be bailed or hired under the modified agreement for a fixed period or a minimum period, as the case may be, and the duration of that period.</p>
OTHER INFORMATION	
<i>Security provided by the hirer</i>	
<p>9. Modifying agreements under which—</p> <p>(a) any provisions for security provided by the hirer in relation to an earlier agreement to secure the carrying out of the obligations of the hirer under the earlier agreement are varied (including a variation to or from there being no security provided by the hirer); or</p>	<p>A description of the new, additional or varied security to be provided by the hirer in relation to the modified agreement and of the subject matter to which it relates, sufficient to identify the new, additional or varied security, or a statement indicating that the hirer is no longer providing any security in relation to that agreement.</p>

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<p><i>(b)</i> new or additional security is to be provided by the hirer.</p>	
<p><i>Charges on default</i></p>	
<p>10. Modifying agreements under which any provisions for charges on default under an earlier agreement are varied, including a variation to or from there being no such charges.</p>	<p>An indication of any charges payable under the modified 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, or a statement indicating that no such charges are payable under that agreement.</p>