Changes to legislation: The Consumer Credit (Disclosure of Information) Regulations 2010, SCHEDULE 1 is up to date with all changes known to be in force on or before 17 May 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

#### SCHEDULE 1

Regulation 8(1)

## PRE-CONTRACT CREDIT INFORMATION

F1 ...

### **Textual Amendments**

F1 Words in Sch. 1 omitted (31.12.2020) by virtue of The Consumer Credit (Amendment) (EU Exit) Regulations 2018 (S.I. 2018/1038), regs. 1(2), **3(3)(a)** (with transitional provisions in reg. 6 as inserted by S.I. 2019/710, regs. 1(3), **40** (as amended by S.I. 2019/1390, regs. 1(4), **14**)); 2020 c. 1, **Sch. 5 para. 1(1)** 

### 1. Contact details

Creditor. [Identity.] Address. [Geographical address of the creditor Telephone number(s).\* to be used by the debtor.] E-mail address.\* Fax number \* Web address.\* If applicable Credit intermediary. [Identity.] Address. [Geographical address of the credit Telephone number(s).\* intermediary to be used by the debtor.] E-mail address.\* Fax number.\* Web address.\*

Wherever "if applicable" is indicated, the creditor must give the information relevant to the credit product or, if the information is not relevant for the type of credit considered, delete the respective information or the entire row, or indicate that the information is not applicable.

Indications between square brackets provide explanations for the creditor and must be replaced with the corresponding information.

## 2. Key features of the credit product

[F2The type of credit]

<sup>\*</sup> This information is optional for the creditor. The row may be deleted if the information is not provided.

Changes to legislation: The Consumer Credit (Disclosure of Information) Regulations 2010, SCHEDULE 1 is up to date with all changes known to be in force on or before 17 May 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

The total amount of credit.

limit.

How and when credit would be provided.

The duration of the credit agreement.

Repayments. If applicable:

Your repayments will pay off what you owe in the following order.

The total amount you will have to pay. interest and other costs.

[The amount is to be expressed as a sum of This means the amount of credit to be provided money. In the case of running-account credit, the under the proposed credit agreement or the credit total amount may be expressed as a statement indicating the manner in which the credit limit will be determined where it is not practicable to express the limit as a sum of money.]

> [Details of how and when any credit being advanced is to be drawn down.]

> [The duration or minimum duration of the agreement or a statement that the agreement has no fixed or minimum duration.]

> The amount (expressed as a sum of money), number (if applicable) and frequency of repayments to be made by the debtor. In the case of an agreement for running-account credit, the amount may be expressed as a sum of money or a specified proportion of a specified amount or both, or in a case where the amount of any repayment cannot be expressed as a sum of money or a specified proportion, a statement indicating the manner in which the amount will be determined.

> [The order in which repayments will be allocated to different outstanding balances charged at different rates of interest.]

The amount payable by the debtor under This means the amount you have borrowed plus the agreement (where necessary, illustrated by means of a representative example).

> The total amount payable will be the sum of the total amount of credit and the total charge for credit payable under the agreement as well as any advance payment where required. In the case of running account credit, where it is not practicable to express the limit as a sum of money, a credit limit of £1200 should be assumed.

> In a case where credit is to be provided subject to a maximum credit limit of less than £1200, an amount equal to that maximum limit.

> The total charge for credit is to be calculated using the relevant APR assumptions set out in Schedule 2 to the Consumer Credit (Disclosure of Information) Regulations 2010 and the [F3 total charge for credit rules], and where appropriate the relevant components of the debtor's preferred

If applicable

[The proposed credit will be granted in the form [Cash price of goods or service.] of a deferred payment for goods or service.] or

[A list or other description] [Total cash price.]

Changes to legislation: The Consumer Credit (Disclosure of Information) Regulations 2010, SCHEDULE 1 is up to date with all changes known to be in force on or before 17 May 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

The proposed credit will be linked to the supply of specific goods or the provision of a service.] Description of goods/services/land applicable). Cash price.

If applicable Security required.

This is a description of the security to be provided by you in relation to the credit agreement.

If applicable

amount you owe.

[Description of any security to be provided by or on behalf of the debtor.]

[In the case of a credit agreement under which Repayments will not immediately reduce the repayments do not give rise to an immediate reduction in the total amount of credit advanced but are used to constitute capital as provided by the agreement (or an ancillary agreement a clear and concise statement) where applicable, that the agreement does not provide for a guarantee of the repayment of the total amount of credit drawn down under the credit agreement.]

#### 3. Costs of the credit

The rates of interest which apply to the credit [Details of the rate of interest charged, agreement

any conditions applicable to that rate, where available, any reference rate on which that rate is based and any information on changes to the rate of interest (including the periods that the rate applies, and any conditions or procedure applicable to changing the rate). Where different rates of interest are charged in different circumstances, the creditor must provide the above information in respect of each rate.

Annual Percentage Rate of Charge (APR). This is the total cost expressed as an annual percentage of the total amount of credit.

The APR is there to help you compare different offers.

[% if known. If the APR is not known a representative example (expressed as a %) mentioning all the necessary assumptions used for calculating the rate (as set out in Schedule 2 to the Consumer Credit (Disclosure of Information) Regulations 2010, the [F3total charge for credit rules] and, where appropriate, the relevant components of the debtor's preferred credit). Where the creditor uses the assumption set out in F4... the [F3total charge for credit rules], the creditor shall indicate that other draw down mechanisms for this type of agreement may result in a higher APR.]

If applicable

Changes to legislation: The Consumer Credit (Disclosure of Information) Regulations 2010, SCHEDULE 1 is up to date with all changes known to be in force on or before 17 May 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

In order to obtain the credit or to obtain it on the terms and conditions marketed, you must take out:

— an insurance policy securing the credit, or

[Nature and description of any insurance or other ancillary service contract required.]

— another ancillary service contract.

If we do not know the costs of these services they are not included in the APR.

Related costs

If applicable

both payment transactions and drawdowns.

You must have a separate account for recording [Details of any account or accounts that the creditor requires to be set up in order to obtain the credit together with the amount of any charge

for this.]

If applicable

Charge for using a specific payment method.

[Specify means of payment and the amount of

charge.]

If applicable

Any other costs deriving from the credit not otherwise referred to in this form.] agreement.

[Description and amount of any other charges

[Description and amount of any fee.]

If applicable

Conditions under which the above charges can charges mentioned above can be changed.] be changed.

[Details of the conditions under which any of the

### If applicable You will be required to pay notarial fees.

Costs in the case of late payments.

[A statement that there are no charges for late or

missed payments.]

Or

[Applicable rate of interest in the case of late payments and arrangements for its adjustment and, where applicable any charges payable for

default.]

Consequences of missing payments.

[A statement warning about the consequences of

missing payments, including:

— a reference to possible legal proceedings and repossession of the debtor's home where this is

a possibility, and

– the possibility of missing payments making it more difficult to obtain credit in the future.]

### 4. Other important legal aspects

Right of withdrawal.

[A statement that the debtor has the right to withdraw from the credit agreement before the

Changes to legislation: The Consumer Credit (Disclosure of Information) Regulations 2010, SCHEDULE 1 is up to date with all changes known to be in force on or before 17 May 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

> end of 14 days beginning with the day after the day on which the agreement is made, or if information is provided after the agreement is made, the day on which the debtor receives a copy of the executed agreement under sections 61A or 63 of the Consumer Credit Act 1974, the day on which the debtor receives the information required in section 61A(3) of that Act or the day on which the creditor notifies the debtor of the credit limit, the first time it is provided, whichever is the latest.]

[There is no right to withdraw from this agreement – if there is a right to cancel the agreement this should be stated.] M1

[If the right to cancel is under the Financial Services (Distance Marketing) Regulations 2004 refer to section 5 of the form.]

**Early** If applicable repayment. Compensation payable in the case of early repayment.

A statement that the debtor has the right to repay the credit early at any time in full or partially.

[Determination of the compensation (calculation method) in accordance with section 95A [F5(and, where applicable, section 95B)] of the Consumer Credit Act 1974.]

Consultation with a Credit Reference Agency

[A statement that if the creditor decides not to proceed with a prospective regulated consumer credit agreement on the basis of information from a credit reference agency the creditor must, when informing the debtor of the decision, inform the debtor that it has been reached on the basis of information from a credit reference agency and of the particulars of that agency.]

Right to a draft credit agreement M4

[A statement that the debtor has the right, upon request, to obtain a copy of the draft credit agreement free of charge, unless the creditor is unwilling at the time of the request to proceed to the conclusion of the credit agreement.]

If applicable

The period of time during which the creditor is bound by the pre-contractual information.

[This information is valid from [—] until [—].]or [Period of time during which the information on this form is valid.]

### **Textual Amendments**

F2 Words in Sch. 1 para. 2 substituted (26.8.2010) by The Consumer Credit (Amendment) Regulations 2010 (S.I. 2010/1969), regs. 1, 39

Changes to legislation: The Consumer Credit (Disclosure of Information) Regulations 2010, SCHEDULE 1 is up to date with all changes known to be in force on or before 17 May 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

- Words in Instrument substituted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by The Financial Services and Markets Act 2000 (Regulated Activities) (Amendment) (No.2) Order 2013 (S.I. 2013/1881), art. 26(2)
- F4 Words in Sch. 1 omitted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by virtue of The Financial Services and Markets Act 2000 (Regulated Activities) (Amendment) (No.2) Order 2013 (S.I. 2013/1881), art. 1(2)(6), 26(8)(a)
- F5 Words in Sch. 1 para. 4 table inserted (E.W.S.) (28.1.2013) by The Consumer Credit (Green Deal) Regulations 2012 (S.I. 2012/2798), reg. 1(b), Sch. para. 5

## **Marginal Citations**

- M1 i.e. if there is a cancellation right in respect of an agreement involving credit in excess of £60,260.
- **M2** the words "or partially" may be excluded in the case of agreements secured on land.
- **M3** this requirement does not apply in the case of agreements secured on land.
- this requirement does not apply in the case of agreements secured on land, agreements for credit agreements exceeding £60,260, pawn agreements and business purpose agreements.

#### **Textual Amendments**

- Words in Sch. 1 para. 2 substituted (26.8.2010) by The Consumer Credit (Amendment) Regulations 2010 (S.I. 2010/1969), regs. 1, 39
- F3 Words in Instrument substituted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by The Financial Services and Markets Act 2000 (Regulated Activities) (Amendment) (No.2) Order 2013 (S.I. 2013/1881), art. 26(2)
- F4 Words in Sch. 1 omitted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by virtue of The Financial Services and Markets Act 2000 (Regulated Activities) (Amendment) (No.2) Order 2013 (S.I. 2013/1881), art. 1(2)(6), 26(8)(a)
- **F5** Words in Sch. 1 para. 4 table inserted (E.W.S.) (28.1.2013) by The Consumer Credit (Green Deal) Regulations 2012 (S.I. 2012/2798), reg. 1(b), Sch. para. 5

## **Marginal Citations**

- i.e. if there is a cancellation right in respect of an agreement involving credit in excess of £60,260. M1
- the words "or partially" may be excluded in the case of agreements secured on land.
- **M3** this requirement does not apply in the case of agreements secured on land.
- M4 this requirement does not apply in the case of agreements secured on land, agreements for credit agreements exceeding £60,260, pawn agreements and business purpose agreements.

## If applicable

## 5. Additional information in the case of distance marketing of financial services

### (a) concerning the creditor

If applicable

[i.e. where different from section 1.]

The creditor's representative in [F6the United [Identity.]

Kingdom].

[Geographical address to be used by the debtor.]

Address. Telephone number(s).

E-mail address.\*

Fax number.\*

Web address.\*

Changes to legislation: The Consumer Credit (Disclosure of Information) Regulations 2010, SCHEDULE 1 is up to date with all changes known to be in force on or before 17 May 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

If applicable

Registration number.

[The Firm Reference Number (FRN) (if any) or Interim Permission Number (if any), and any other relevant registration number of the creditor. [F7(For 90 days, starting on the day that a creditor is given an FRN, either the FRN or any Interim Permission Number valid immediately before the start of this 90 day period may be provided.)]]

If applicable

The supervisory authority.

[The [F8Financial Conduct Authority] or any other relevant supervisory authority or both.]

(b) concerning the credit agreement

If applicable

Right to cancel the credit agreement.

[Practical instructions for exercising the right to cancel indicating, amongst other things, the period for exercising the right, the address to which notification of exercise of the right to cancel should be sent and the consequences of non- exercise of that right.]

## If applicable

The law taken by the creditor as a basis for the [English/other law] establishment of relations with you before the conclusion of the credit agreement.

### If applicable

The law applicable to the credit agreement and/ [A statement concerning the law which governs or the competent court.

the contract and the courts to which disputes may be referred.]

## If applicable

credit agreement.

Language to be used in connection with the [Details of the language that the information and contractual terms will be supplied in and used, with your consent, for communication during the duration of the credit agreement.]

### (c) concerning redress

mechanism.

Access to out-of-court complaint and redress [Whether or not there is an out-of-court complaint and redress mechanism for the debtor and, if so, the methods of access to it.]

### **Textual Amendments**

- Words in Sch. 1 substituted (31.12.2020) by The Consumer Credit (Amendment) (EU Exit) Regulations 2018 (S.I. 2018/1038), regs. 1(2), 3(3)(b) (with transitional provisions in reg. 6 as inserted by S.I. 2019/710, regs. 1(3), 40 (as amended by S.I. 2019/1390, regs. 1(4), 14)); 2020 c. 1, Sch. 5 para. 1(1)
- F7 Words in Sch. 1 inserted (17.5.2016) by The Consumer Credit (Disclosure of Information) (Amendment) Regulations 2016 (S.I. 2016/530), regs. 1, 2(a)

Changes to legislation: The Consumer Credit (Disclosure of Information) Regulations 2010, SCHEDULE 1 is up to date with all changes known to be in force on or before 17 May 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

F8 Words in Sch. 1 substituted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by The Financial Services and Markets Act 2000 (Regulated Activities) (Amendment) (No.2) Order 2013 (S.I. 2013/1881), art. 1(2)(6), 26(8)(b)

### **Marginal Citations**

M5 if the right to withdraw referred to in section 4 does not apply.

#### **Textual Amendments**

- **F6** Words in Sch. 1 substituted (31.12.2020) by The Consumer Credit (Amendment) (EU Exit) Regulations 2018 (S.I. 2018/1038), regs. 1(2), **3(3)(b)** (with transitional provisions in reg. 6 as inserted by S.I. 2019/710, regs. 1(3), **40** (as amended by S.I. 2019/1390, regs. 1(4), **14**)); 2020 c. 1, **Sch. 5 para. 1(1)**
- F7 Words in Sch. 1 inserted (17.5.2016) by The Consumer Credit (Disclosure of Information) (Amendment) Regulations 2016 (S.I. 2016/530), regs. 1, **2(a)**
- F8 Words in Sch. 1 substituted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by The Financial Services and Markets Act 2000 (Regulated Activities) (Amendment) (No.2) Order 2013 (S.I. 2013/1881), art. 1(2)(6), 26(8)(b)

### **Marginal Citations**

**M5** if the right to withdraw referred to in section 4 does not apply.

<sup>\*</sup> This information is optional for the creditor. The row may be deleted if the information is not provided.

## **Changes to legislation:**

The Consumer Credit (Disclosure of Information) Regulations 2010, SCHEDULE 1 is up to date with all changes known to be in force on or before 17 May 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations.

View outstanding changes

# Changes and effects yet to be applied to:

Regulations revoked by 2023 c. 29 Sch. 1 Pt. 2