

Changes to legislation: The Consumer Credit (Agreements) Regulations 2010, SCHEDULE 2 is up to date with all changes known to be in force on or before 26 June 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 2

Regulations 3(4) and 7

FORMS OF STATEMENT OF PROTECTION AND REMEDIES
AVAILABLE UNDER THE CONSUMER CREDIT ACT 1974 TO
DEBTORS UNDER REGULATED CONSUMER CREDIT AGREEMENTS

FORM (1)	TYPE OF AGREEMENT (2)	FORM OF STATEMENT (3)
1.	Agreement to which section 58(1) of the Act applies.	YOUR RIGHTS Under the Consumer Credit Act 1974, you should have been given a copy of this agreement at least seven days ago so you could consider whether you wanted to go ahead. If the creditor did not give you a copy of this agreement he can only enforce it with a court order.
2.	All agreements which are secured on land.	YOUR HOME MAY BE REPOSSESSED. Your home may be repossessed if you do not keep up repayments on a mortgage or other debt secured on it.
3.	Cancellable agreements to which section 68(b) of the Act applies.	YOUR RIGHT TO CANCEL You can cancel this agreement within FOURTEEN days (starting the day after you signed it) by giving WRITTEN notice to*. If you intend to cancel you should not use any goods you have under the agreement and you should keep them safe. You can wait for them to be collected and you do not need to hand them over until you receive a written request for them. *Creditor or agent to insert the name and address of the person to whom the notice may be given or an indication of the person to whom a notice may be given with clear reference to the place in the document embodying the agreement where his name and address appear.
4.	Cancellable agreements not included in paragraphs 3 or 5.	YOUR RIGHT TO CANCEL Once you have signed this agreement you will have a short time in which you can cancel [it]* [that part of this agreement which is regulated by the Consumer Credit Act 1974]*. The creditor will send you exact details of how and when you can do this. *Creditor to omit passage in square brackets which does not apply to the agreement.

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5. Modifying agreement treated under section 82(5) of the Act as cancellable arrangements. **YOUR RIGHT TO CANCEL**
This agreement modifies an earlier agreement. Once you have signed this agreement your right to cancel [that part of]* the earlier agreement [which was regulated by the Consumer Credit Act 1974]* will be widened to cover the [regulated]* agreement as modified. The cancellation period itself will be unchanged. Details of how to cancel are given in your copy of this agreement.
*Creditor to omit passages in square brackets except in the case of an agreement of which at least one part is credit agreement not regulated by the Act.
6. Pawn agreements to which section 114 of the Act applies. **IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS**
The Consumer Credit Act 1974 (“the Act”) lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, the creditor cannot enforce this agreement without getting a court order.
The Act also gives you a number of rights. In particular, you should read the NOTICE TO DEBTOR [in this agreement]* [in your pawn-receipt]**.
If you would like to know more about your rights under the Act, contact Consumer Direct, your local Trading Standards Department or your nearest Citizens' Advice Bureau.
*Phrase in square brackets to be included by creditor in agreements where any document embodying the agreement is not separate from the pawn-receipt. Creditor to omit “in your pawn-receipt”.
**Phrase in square brackets to be included by creditor in agreements where a separate pawn-receipt is given to the debtor. Creditor to omit “in this agreement”.
7. Conditional sale agreements secured on land. **TERMINATION: YOUR RIGHTS**
Until the title to the land has passed to you, you have a right to end this agreement. To do so write to the person you make your payments to. They will then be entitled to the return of the land and to [half the total amount payable under this agreement, that is]* £x. ** If, at the time you end this agreement, you have already paid at least

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- this amount plus any overdue instalments and you have taken reasonable care of the land, you will not have to pay any more.
*Creditor to insert the passage in square brackets where the amount calculated in accordance with the provisions of section 100 of the Act applies. If the agreement provides for a sum below the minimum prescribed in the Act, the passage in square brackets is to be omitted
**Creditor to insert the amount calculated in accordance with the provisions of section 100 of the Act or such lesser sum as the agreement may provide.
8. Agreements modifying conditional sale agreements relating to land. TERMINATION: YOUR RIGHTS
Until the title to the land has passed to you, you have a right to end this agreement. To do so write to the person you make your payments to. They will then be entitled to the return of the land and to [half the total amount payable under this agreement, that is]* [£[—**] If at the time you end this agreement, you have already paid at least this amount plus any overdue instalments and you have taken reasonable care of the land, you will not have to pay any more.
*Creditor to insert the passage in square brackets where the amount calculated in accordance with the provisions of section 100 of the Act applies. If the agreement provides for a sum below the minimum prescribed in the Act, the passage in square brackets is to be omitted.
** Creditor to insert the amount calculated in accordance with the provisions of section 100 of the Act or such lesser sum as the agreement may provide.
9. Hire purchase and conditional sale agreements relating to goods, not included in paragraph 10. TERMINATION: YOUR RIGHTS
You have a right to end this agreement. To do so, you should write to the person you make your payments to. They will then be entitled to the return of the goods and to [the cost of installing the goods plus half the rest of the total amount payable under this agreement, that is][half the total amount payable under this agreement, that is]*£x**. If you have already paid at least this amount plus any overdue instalments and have taken reasonable care of the goods, you will not have to pay any more.
*Creditor to insert the appropriate passage in square brackets where the

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amount calculated in accordance with the provisions of section 100 of the Act apply. If the agreement provides for a sum below the minimum prescribed in the Act, both passages in square brackets are to be omitted.

**Creditor to insert the amount calculated in accordance with the provisions of section 100 of the Act or such lesser sum as the agreement may provide.

- 10. Agreements modifying hire-purchase and conditional sale agreements relating to goods.

TERMINATION: YOUR RIGHTS

You have the right to end this agreement. To do so, write to the person you make your payments to. They will then be entitled to the return of the goods and to [the cost of installing the goods plus half the total amount yet to be paid under the earlier agreement as modified by this agreement, that is][half the total amount payable under the earlier agreement as modified by this agreement, that is]*£x**. If you have already paid at least this amount, plus any overdue instalments and have taken reasonable care of the goods, you will not have to pay any more.

*Creditor to insert the appropriate passage in square brackets where the amount calculated in accordance with the provisions of section 100 of the Act applies. If the modified agreement provides for a sum below the minimum prescribed in the Act, both passages in square brackets are to be omitted.

**Creditor to insert the amount calculated in accordance with the provisions of section 100 of the Act or such lesser sum as the agreement may provide.

- 11. Hire-purchase and conditional sale agreements relating to goods, not included in paragraph 12.

REPOSSESSION: YOUR RIGHTS

If you do not keep your side of the agreement but you have paid at least [the cost of installing the goods plus one third of the rest of the total amount payable under this agreement, that is][one third of the total amount payable under this agreement, that is] *£x **the creditor may not take back the goods against your wishes unless he gets a court order. (In Scotland he may need to get a court order at any time). If he does take the goods without your consent or a court order, you have the right to get back any money that you have paid under this agreement.

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- *Creditor to insert the appropriate passage in square brackets.
**Creditor to insert the amount calculated in accordance with the provision of section 90 of the Act.
12. Agreements modifying hire-purchase and conditional sale agreements relating to goods. REPOSSESSION: YOUR RIGHTS
If you do not keep your side of this agreement [but you have paid at least £x**] the creditor may not take back the goods against your wishes unless he gets a court order. (In Scotland he may need to get a court order at any time). If he does take the goods back without your consent or a court order, you have the right to get back all the money you have paid under this agreement.
*Creditor to insert the amount calculated in accordance with the provisions of section 90 of the Act.
** Creditor to omit both passages in square brackets in the case of a modifying agreement where the goods are protected at the time the modifying agreement is made.
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Changes and effects yet to be applied to :

- Regulations revoked by [2023 c. 29 Sch. 1 Pt. 2](#)