

2004 No. 2619

CONSUMER CREDIT

**The Consumer Credit (Miscellaneous Amendments) Regulations
2004**

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| <i>Made</i> - - - - | <i>7th October 2004</i> |
| <i>Laid before Parliament</i> | <i>8th October 2004</i> |
| <i>Coming into force</i> - | |
| <i>Regulations 1, 2, 3(1), (2) and (4)</i> | <i>31st October 2004</i> |
| <i>Remainder</i> | <i>31st May 2005</i> |

The Secretary of State, in exercise of the powers conferred upon her by sections 44, 60, 61(1)(a), 64(1), 95, 105(9), 114(1), 151(1), 180(1), 182(2) and 189(1) of the Consumer Credit Act 1974(a) hereby makes the following Regulations:

Citation and Commencement

1.—(1) These Regulations may be cited as the Consumer Credit (Miscellaneous Amendments) Regulations 2004.

(2) This regulation and regulations 2 and 3(1), (2) and (4) shall come into force on 31st October 2004 and all other regulations shall come into force on 31st May 2005.

Amendment of the Consumer Credit (Agreements) (Amendment) Regulations 2004

2.—(1) The Consumer Credit (Agreements) (Amendment) Regulations 2004(b) shall be amended as follows.

(2) In regulation 4 for paragraph (4)(c) (form and content of regulated consumer credit agreements) of the substituted regulation 2 substitute—

“(c) under the heading “Key Financial Information”, the financial and related particulars set out in paragraphs 6 to 8B, 11 to 14 and 15 to 17 of Schedule 1 to these Regulations;”.

(3) After regulation 5(3) (form and content of regulated consumer hire agreements) insert—

“(4) In paragraph 6 for the words “Forms 1 to 3” substitute “Forms 1, 4 and 5””.

(4) For regulation 9(3) (modifying agreements which are, or are treated as, regulated agreements) substitute—

“(3) For paragraph (4) substitute—

“(4) Subject to paragraph (5) below and regulation 2(9), the information, statements of the protection and remedies, signature and separate boxes which under these Regulations must be contained in documents embodying modifying agreements varying or supplementing

(a) 1974 c.39; section 189(1) is cited for the definitions of “prescribed” and “regulations”.

(b) S.I. 2004/1482.

earlier credit agreements in relation to the credit being provided under the modifying agreement, shall be set out in the order given by paragraphs (a) to (f) below under, where applicable, the headings specified below—

- (a) the nature of the agreement as set out in paragraph 1 of Part 1 of Schedule 8 to these Regulations;
- (b) parties to the agreement as set out in paragraph 2 of Part 1 of Schedule 8 to these Regulations;
- (c) under the heading “Key Financial Information”, the financial and related particulars set out in paragraphs 5 to 7B, 10 to 13 and 14 to 17 of Part 1 of Schedule 8 to these Regulations;
- (d) under the heading “Other Financial Information”, the financial and related particulars set out in paragraphs 3, 4, 8, 9, 13A and 18 to 19A of Part 1 of Schedule 8 to these Regulations;
- (e) under the heading “Key Information”—
 - (i) the information set out in paragraphs 20 to 24 of Part 1 of Schedule 8 to these Regulations; and
 - (ii) the statements of protection and remedies set out in Schedule 2 to these Regulations; and
- (f) the signature box and, where applicable, separate box required by regulation 2(7)(b),

and such information, statements of protection and remedies, signature and separate boxes shall be shown together as a whole and shall not be preceded by any information apart from trade names, logos or the reference number of the agreement or interspersed with any other information or wording apart from subtotals of total amounts and cross references to the terms of the agreement.””.

(5) In regulation 10(8) for the new paragraph 23 substitute—

“Cancellation rights

| | | |
|-----|---|---|
| 23. | <p>Agreements that cannot be cancelled by the debtor under the Act, the Timeshare Act 1992(a) or the Financial Services (Distance Marketing) Regulations 2004(b).</p> | <p>A statement that the debtor has no right to cancel the agreement under the Consumer Credit Act 1974, the Timeshare Act 1992 or the Financial Services (Distance Marketing) Regulations 2004.”.</p> |
|-----|---|---|

(6) In regulation 11 in Column 3 of the substituted Form 4—

- (a) omit the words from “[However]” to “disconnect and return the goods yourself.]**”; and
- (b) omit the whole of note **.

(7) In regulation 11 in Column 2 of the substituted Form 5 for the words “3 or 6” substitute “4 or 6”.

(8) In regulation 11 in Column 3 of the substituted Form 18 for “£x*****” in the first place where it appears substitute “£x***”.

Amendment of the Consumer Credit (Advertisements) Regulations 2004

3.—(1) The Consumer Credit (Advertisements) Regulations 2004(c) shall be amended as follows.

(2) In Schedule 2 (information to be contained in a credit advertisement) in the shoulder note for the words “and (6)” substitute “and (5)”.

(a) 1992 c.35.
 (b) S.I. 2004/2095.
 (c) S.I. 2004/1484.

(3) In Schedule 2 for paragraph 7 (total amount payable by the debtor) substitute—

“7. In the case of an advertisement relating to fixed-sum credit to be provided under a consumer credit agreement which is repayable at specified intervals or in specified amounts and other than cases under which the sum of the payments within sub-paragraphs (a) to (c) below is not greater than the cash price referred to in paragraph 3, the total amount payable by the debtor, being the total of—

- (a) advance payments;
- (b) the amount of credit repayable by the debtor, and
- (c) the amount of the total charge for credit.”.

(4) In Schedule 3 (information to be contained in a hire advertisement)—

- (a) in paragraph 5(2) for the word “debtor” substitute “hirer”;
- (b) in paragraph 5(3)—
 - (i) for the word “creditor” substitute “owner”; and
 - (ii) for the word “debtor” substitute “hirer”.

Amendment of the Consumer Credit (Early Settlement) Regulations 2004

4. In regulation 3(2)(d) (items included in the calculation of rebate) of the Consumer Credit (Early Settlement) Regulations 2004(a) omit the words from “, other than” to the end.

Amendment of the Consumer Credit (Cancellation Notices and Copies of Documents) Regulations 1983

5.—(1) The Consumer Credit (Cancellation Notices and Copies of Documents) Regulations 1983(b) shall be amended as follows.

(2) In regulation 5 (Copies of cancellable unexecuted and executed agreements)—

- (a) in paragraph (1) for the words “Forms 2 to 4” substitute “Forms 4 to 6” and for the words “Forms 2 and 3” substitute “Forms 4 and 5”; and
- (b) in paragraph 2(a) for the words “Forms 2 to 4” substitute “Forms 4 to 6” and for the words “Forms 2 and 3” substitute “Forms 4 and 5”.

(3) For Part II of the Schedule substitute—

“PART II

Regulation 5(1)

Forms of notice of cancellation rights to be included in copies of cancellable unexecuted or executed agreements given to the debtor or hirer under section 62 or 63(1) of the Act

| FORM NO (1) | TYPE OF AGREEMENT (2) | FORM (3) |
|--------------------|--|--|
| 3 | A regulated consumer credit agreement to which section 68(b) of the Act applies. | YOUR RIGHT TO CANCEL You have a right to cancel this agreement for FOURTEEN DAYS starting with the day after you signed it. You can do this by sending or taking a WRITTEN notice of |

(a) S.I. 2004/1483.

(b) S.I. 1983/1557; relevant amending instruments are S.I. 1984/1108, and 1988/2047.

cancellation to.....¹.

If you intend to cancel, you should not use any goods you already have under the agreement and you should keep them safe. You can wait for them to be collected from you and you need not hand them over unless you receive a written request.

Notes:

1 Creditor or agent to insert name and address of person to whom notice may be given, or an indication of the person to whom notice may be given with a clear reference to the place in the document where his name and address appear.

4 A regulated hire-purchase agreement, conditional sale agreement or consumer hire agreement (other than one to which Form 3 applies or, in the case of a modifying agreement, one to which Form 9 applies).

YOUR RIGHT TO CANCEL

Once you have signed, you will have for a short time a right to cancel this agreement. You can do this by sending or taking WRITTEN [, or giving ORAL,]¹ notice of cancellation to².

If you cancel this agreement you,³

[If you already have any goods under the agreement, you should not use them and should keep them safe. (Legal action may be taken against you if you do not take proper care of them.) You can wait for them to be collected from you and you need not hand them over unless you receive a written request.]⁴

[Note: Your notice of cancellation will not affect [your contract for life assurance] [your contract for insurance] [your contract of guarantee] [your contract to open a current account] [your contract to open a deposit account].¹[The place where your financial obligations consequent upon cancellation of this agreement are shown is⁵]⁶]¹

Notes:

- 1 Creditor or owner to omit the words in square brackets where not applicable.
- 2 Creditor or owner to insert name and address and ,where oral notice may be given, the telephone number of the person to whom notice may be given, or an indication of the person to whom notice may be given with a clear reference to the place in the document where his name and address and, where applicable, telephone number appear.
- 3 Creditor or owner to state whether money paid, goods given in part exchange (or their value) or property given as security will be returned to, and whether any further payment needs to be made by, the debtor or hirer having regard to any applicable statutory provision.
- 4 Creditor or owner may omit words in square brackets where not applicable.
- 5 Creditor or owner to insert a clear reference to the place where these obligations appear.
- 6 Creditor or owner may include the words in square brackets where applicable.

5 A debtor-creditor-supplier agreement falling within section 12(a) or (b) of the Act (other than one to which Form 3 or 4 applies or, in the case of a modifying agreement, one to which Form 9 applies).

YOUR RIGHT TO CANCEL

Once you have signed, you will have for a short time a right to cancel this agreement. You can do this by sending or taking WRITTEN [, or giving ORAL,]¹ notice of cancellation to².

If you cancel this agreement, you³

[If you already have any goods under the agreement, you should not use them and should keep them safe. (Legal action may be taken against you if you do not take proper care of them.) You can wait for them to be collected from you and you need not hand them over unless you receive a written request.]⁴

[You will not, however, be required to hand back any goods supplied to meet an emergency or which have already been incorporated, for example in your home. But you will still be liable to pay for emergency goods or services or for any goods which have been incorporated by you or one of your relatives.]⁴

[Note: Your notice of cancellation will not affect [your contract for life assurance] [your contract for insurance] [your contract of guarantee] [your contract to open a current account] [your contract to open a deposit account].¹

[The place where your financial obligations consequent upon cancellation of this agreement are shown is⁵]⁶]¹

Notes:

1 Creditor to omit the words in square brackets where not applicable.

2 Creditor to insert name and address and, where oral notice may be given, the telephone number of person to whom notice may be given, or an indication of the person to whom notice may be given with a clear reference to the place in the document where his name and address and, where applicable, telephone number appear.

3 Creditor to state whether money paid, goods given in part exchange (or their value) or property given as security will be returned to, and whether any further payment needs to be made by, the debtor having regard to any applicable statutory provision.

4 Creditor may omit words in square brackets where not applicable.

5 Creditor to insert a clear reference to the place where these obligations appear.

6 Creditor may include words in square brackets where applicable.

6 A regulated consumer credit agreement (other than one to which Form 3, 4 or 5 applies or which is a multiple agreement of the kind to which Form 7 or 8

YOUR RIGHT TO CANCEL

Once you have signed, you will have for a short time a right to cancel this agreement. You can do this by sending or taking WRITTEN [, or giving ORAL,]¹ notice of cancellation to².

applies or, in the case of a modifying agreement, one to which Form 9 applies).

If you cancel this agreement you,³

[Note: Your notice of cancellation will not affect [your contract for life assurance] [your contract for insurance] [your contract of guarantee] [your contract to open a current account] [your contract to open a deposit account].¹
[The place where your financial obligations consequent upon cancellation of this agreement are shown is⁴]⁵]¹

Notes:

1 Creditor to omit the words in square brackets where not applicable.

2 Creditor to insert name and address and, where oral notice may be given, the telephone number of person to whom notice may be given, or an indication of the person to whom notice may be given with a clear reference to the place in the document where his name and address and, where applicable, telephone number appear.

3 Creditor to state whether money paid or property given as security will be returned to the debtor, whether any money lent must be repaid by the debtor and whether, or the circumstances in which, any interest or other charges are payable by the debtor upon cancellation, having regard to any applicable statutory provision.

4 Creditor to insert a clear reference to the place where these obligations appear.

5 Creditor may include words in square brackets where applicable.

7 A multiple agreement which places at least one part within one category of agreement to which either Form 4 or 5 applies and at least one part within one category of agreement to which Form 6 applies (other than one to which Form 8 applies).

YOUR RIGHT TO CANCEL

Once you have signed, you will have for a short time a right to cancel this agreement. You can do this by sending or taking WRITTEN [, or giving ORAL,]¹ notice of cancellation to².

If you cancel this agreement you,³

[Any goods which you already have under the agreement, apart from any purchased out of a cash loan, will have to be returned. Such goods should not be used and should be kept safe. (Legal action may be taken against you if you do not take proper care of them.) You can wait for them to be collected from you and you need not hand them over unless you receive a written request.]⁴

[You will not, however, be required to hand back any goods supplied to meet an emergency or which have already been incorporated, for example in your home. But you will still be liable to pay for emergency goods or services or for any goods which have been incorporated by you or one of your relatives.]⁵

[Note: Your notice of cancellation will not affect [your contract for life assurance] [your contract for insurance] [your contract of guarantee] [your contract to open a current account] [your contract to open a deposit account].¹
[The place where your financial obligations consequent

upon cancellation of this agreement are shown is
.....⁶]⁷]¹

Notes:

- 1 Creditor or owner to omit the words in square brackets where not applicable.
- 2 Creditor or owner to insert name and address and, where oral notice may be given, the telephone number of person to whom notice may be given, or an indication of the person to whom notice may be given with a clear reference to the place in the document where his name and address and, where applicable, telephone number appear.
- 3 Creditor or owner to state whether money paid, goods given in part exchange (or their value) or property given as security will be returned to the debtor or hirer, whether any further payment needs to be made by the debtor or hirer and whether, or the circumstances in which, any interest or other charges are payable by the debtor or hirer upon cancellation, having regard to any applicable statutory provision.
- 4 Creditor or owner may omit words in square brackets where not applicable.
- 5 Paragraph in square brackets applies only where the notice relates to a multiple agreement of which at least one part is a debtor-creditor-supplier agreement falling within section 12(a) or (b) of the Act, not being a hire-purchase or conditional sale agreement. Creditor may omit this paragraph if inapplicable.
- 6 Creditor or owner to insert a clear reference to the place where these obligations appear.
- 7 Creditor or owner may include words in square brackets where applicable.

8 A multiple agreement of which at least one part is a debtor-creditor agreement and at least one part is a credit agreement not regulated by the Act.

YOUR RIGHT TO CANCEL

Once you have signed, you will have for a short time a right to cancel that part of this agreement which is regulated by the Consumer Credit Act 1974. You can do this by sending or taking WRITTEN [, or giving ORAL,]¹ notice of cancellation to²

If you cancel you,³

[Note: Your right of cancellation will not affect [your contract for life assurance] [your contract for insurance] [your contract of guarantee] [your contract to open a current account] [your contract to open a deposit account].¹

[The place where your financial obligations consequent upon cancellation of this agreement are shown is
.....⁴]⁵]¹

Notes:

- 1 Creditor to omit the words in square brackets where not applicable.
- 2 Creditor to insert the name and address and, where oral notice may be given, the telephone number of the person to whom notice may be given, or an indication of the person to whom notice may be given with clear reference to the

place in the document where his name and address and, where applicable, telephone number appear.

3 Creditor to state whether any money paid or property given as security will be returned to the debtor, whether any money lent must be repaid by the debtor and whether, or the circumstances in which, any interest or other charges are payable by the debtor upon cancellation, having regard to any applicable statutory provision.

4 Creditor to insert a clear reference to the place where these obligations appear.

5 Creditor may include words in square brackets where applicable.

9 A modifying agreement treated under section 82(5) of the Act as a cancellable agreement.

YOUR RIGHT TO CANCEL

This agreement modifies an earlier agreement. Once you have signed it, your right to cancel [that part of]¹ the earlier agreement [which was regulated by the Consumer Credit Act 1974]¹ will be widened to cover the [regulated]¹ agreement as modified. The cancellation period itself is unchanged. A [copy of the earlier agreement containing a]² notice of your cancellation rights may have already been sent to you giving you details of when that period expires. If you wish to cancel the [regulated]¹ agreement as modified, you can do this by sending or taking WRITTEN [, or giving³ ORAL,]² notice of cancellation to

Notes:

1 Creditor or owner to omit passages in square brackets except in the case of a multiple agreement of which at least one part is a credit agreement not regulated by the Act.

2 Creditor or owner to omit the words in square brackets where not applicable.

3 Creditor or owner to insert name and address and, where oral notice may be given, the telephone number of person to whom notice may be given, or an indication of the person to whom notice may be given with a clear reference to the place in the document where his name and address and, where applicable, telephone number appear.”.

(4) For Part III of the Schedule substitute—

“PART III

Regulation 5(2)(a)

Forms of notice of cancellation rights to be included in copies of cancellable executed agreements sent by post to the debtor or hirer under section 63(2) or (4) of the Act

| FORM NO (1) | TYPE OF AGREEMENT (2) | FORM (3) |
|----------------------------|--|--|
| 10 | A regulated hire-purchase agreement, conditional sale agreement or | <p>YOUR RIGHT TO CANCEL</p> <p>You have a right to cancel this agreement. You can do this</p> |

consumer hire agreement (other than, in the case of a modifying agreement, one to which Form 15 applies).

by sending or taking WRITTEN [, or giving ORAL,]¹ notice of cancellation to² You have [.....]³ days starting with the day [.....]³. You can use the form provided.

If you cancel this agreement you,⁴
[If you already have any goods under the agreement, you should not use them and should keep them safe. (Legal action may be taken against you if you do not take proper care of them.) You can wait for them to be collected from you and you need not hand them over unless you receive a written request.]⁵

[Note: Your notice of cancellation will not affect [your contract for life assurance] [your contract for insurance] [your contract of guarantee] [your contract to open a current account] [your contract to open a deposit account].¹
[The place where your financial obligations consequent upon cancellation of this agreement are shown is⁶]⁷]¹

Notes:

- 1 Creditor or owner to omit the words in square brackets where not applicable.
- 2 Creditor or owner to insert name and address and, where oral notice may be given, the telephone number of person to whom notice may be given, or an indication of the person to whom notice may be given with a clear reference to the place in the document where his name and address and, where applicable, telephone number appear.
- 3 Creditor or owner to insert the length of the cancellation period in days and the day on which the cancellation period begins, provided that the period specified is not less than 5 days starting with the day after the debtor or hirer receives this copy.
- 4 Creditor or owner to state whether money paid, goods given in part exchange (or their value) or property given as security will be returned to the debtor or hirer and whether any further payment needs to be made by the debtor or hirer having regard to any applicable statutory provision.
- 5 Creditor or owner may omit words in square brackets where not applicable.
- 6 Creditor or owner to insert a clear reference to the place where these obligations appear.
- 7 Creditor or owner may include the words in square brackets where applicable.

11 A debtor-creditor-supplier agreement falling within section 12(a) or (b) of the Act (other than one to which Form 10 applies or, in the case of a modifying agreement, one to which Form 15 applies).

YOUR RIGHT TO CANCEL

You have a right to cancel this agreement. You can do this by sending or taking WRITTEN [, or giving ORAL,]¹ notice of cancellation to² You have [.....]³ days starting with the day [.....]³. You can use the form provided.

If you cancel this agreement you,⁴
[If you already have any goods under the agreement, you should not use them and should keep them safe. (Legal

action may be taken against you if you do not take proper care of them.) You can wait for them to be collected from you and you need not hand them over unless you receive a written request.]⁵

[You will not, however, be required to hand back any goods supplied to meet an emergency or which have already been incorporated, for example in your home. But you will still be liable to pay for emergency goods or services or for any goods which have been incorporated by you or one of your relatives.]⁵

[Note: Your notice of cancellation will not affect [your contract for life assurance] [your contract for insurance] [your contract of guarantee] [your contract to open a current account] [your contract to open a deposit account].¹ [The place where your financial obligations consequent upon cancellation of this agreement are shown is⁶]⁷]¹

Notes:

1 Creditor to omit the words in square brackets where not applicable.

2 Creditor to insert name and address and, where oral notice may be given, the telephone number of person to whom notice may be given, or an indication of the person to whom notice may be given with a clear reference to the place in the document where his name and address and, where applicable, telephone number appear.

3 Creditor to insert the length of the cancellation period in days and the day on which the cancellation period begins, provided that the period specified is not less than 5 days starting with the day after the debtor receives this copy.

4 Creditor to state whether money paid, goods given in part exchange (or their value) or property given as security will be returned to, and whether any further payment needs to be made by, the debtor having regard to any applicable statutory provision.

5 Creditor may omit words in square brackets where not applicable.

6 Creditor to insert a clear reference to the place where these obligations appear.

7 Creditor may include words in square brackets where applicable.

12 A regulated consumer credit agreement (other than one to which Form 10 or 11 applies or which is a multiple agreement of the kind to which Form 13 or 14 applies or, in the case of a modifying agreement, one to which Form 15 applies).

YOUR RIGHT TO CANCEL

You have a right to cancel this agreement. You can do this by sending or taking WRITTEN [, or giving ORAL,]¹ notice of cancellation to² You have [.....]³ days starting with the day [.....]³. You can use the form provided.

If you cancel this agreement you,⁴

[Note: Your notice of cancellation will not affect [your contract for life assurance] [your contract for insurance] [your contract of guarantee] [your contract to open a current account] [your contract to open a deposit account].¹ [The place where your financial obligations consequent

upon cancellation of this agreement are shown is
.....⁵]⁶]¹

Notes:

1 Creditor to omit the words in square brackets where not applicable.

2 Creditor to insert name and address and, where oral notice may be given, the telephone number of person to whom notice may be given, or an indication of the person to whom notice may be given with a clear reference to the place in the document where his name and address and, where applicable, telephone number appear.

3 Creditor to insert the length of the cancellation period in days and the day on which the cancellation period begins, provided that the period specified is not less than 5 days starting with the day after the debtor receives this copy.

4 Creditor to state whether any money paid or property given as security will be returned to the debtor, whether any money lent must be repaid by the debtor and whether, or the circumstances in which, any interest or other charges are payable by the debtor upon cancellation, having regard to any applicable statutory provision.

5 Creditor to insert a clear reference to the place where these obligations appear.

6 Creditor may include the words in square brackets where applicable.

13 A multiple agreement which places at least one part within one category of agreement to which either Form 10 or 11 applies and at least one part within one category to which Form 12 applies (other than one to which Form 14 applies).

YOUR RIGHT TO CANCEL

You have a right to cancel this agreement. You can do this by sending or taking WRITTEN [, or giving ORAL,]¹ notice of cancellation to² You have [.....]³ days starting with the day [.....]³. You can use the form provided.

If you cancel this agreement you,⁴

[Any goods which you already have under the agreement, apart from any purchased out of a cash loan, will have to be returned. Such goods should not be used and should be kept safe. (Legal action may be taken against you if you do not take proper care of them). You can wait for them to be collected from you and you need not hand them over unless you receive a written request.]⁵

[You will not, however, be required to hand back any goods supplied to meet an emergency or which have already been incorporated, for example in your home. But you will still be liable to pay for emergency goods or services or for any goods which have been incorporated by you or one of your relatives.]⁶

[Note: Your notice of cancellation will not affect [your contract for life assurance] [your contract for insurance] [your contract of guarantee] [your contract to open a current account] [your contract to open a deposit account].¹

[The place where your financial obligations consequent upon cancellation of this agreement are shown is

.....^{7]}^{8]}¹

Notes:

- 1 Creditor or owner to omit the words in square brackets where not applicable.
- 2 Creditor or owner to insert name and address and, where oral notice may be given, the telephone number of person to whom notice may be given, or an indication of the person to whom notice may be given with a clear reference to the place in the document where his name and address and, where applicable, telephone number appear.
- 3 Creditor or owner to insert the length of the cancellation period in days and the day on which the cancellation period begins, provided that the period specified is not less than 5 days starting with the day after the debtor or hirer receives this copy.
- 4 Creditor or owner to state whether money paid, goods given in part exchange (or their value) or property given as security will be returned to the debtor or hirer, whether any further payment needs to be made by the debtor or hirer and whether, or the circumstances in which, any interest or other charges are payable by the debtor or hirer upon cancellation, having regard to any applicable statutory provision.
- 5 Creditor or owner may omit the words in square brackets where not applicable.
- 6 Paragraph in square brackets applies only where the notice relates to a multiple agreement of which at least one part is a debtor-creditor-supplier agreement falling within section 12(a) or (b) of the Act, not being a hire-purchase or conditional sale agreement. Creditor may omit this paragraph if inapplicable.
- 7 Creditor or owner to insert a clear reference to the place where these obligations appear.
- 8 Creditor or owner may include the words in square brackets where applicable.

14 A multiple agreement of which at least one part is a debtor-creditor agreement and at least one part is a credit agreement not regulated by the Act.

YOUR RIGHT TO CANCEL

You have a right to cancel that part of this agreement which is regulated by the Consumer Credit Act 1974. You can do this by sending or taking WRITTEN [, or giving ORAL,]¹ notice of cancellation to². You have [.....]³ days starting with the day [.....]³. You can use the form provided.

If you cancel this agreement you,⁴

[Note: Your notice of cancellation will not affect [your contract for life assurance] [your contract for insurance] [your contract of guarantee] [your contract to open a current account] [your contract to open a deposit account].¹

[The place where your financial obligations consequent upon cancellation of this agreement are shown is^{5]}^{6]}¹

Notes:

- 1 Creditor to omit the words in square brackets where not

applicable.

2 Creditor to insert name and address and, where oral notice may be given, the telephone number of person to whom notice may be given, or an indication of the person to whom notice may be given with clear reference to the place in the document where his name and address and, where applicable, telephone number appear.

3 Creditor to insert the length of the cancellation period in days and the day on which the cancellation period begins, provided that the period specified is not less than 5 days starting with the day after the debtor receives this copy.

4 Creditor to state whether any money paid or property given as security will be returned to the debtor, whether any money lent must be repaid by the debtor and whether, or the circumstances in which, any interest or other charges are payable by the debtor upon cancellation, having regard to any applicable statutory provision.

5 Creditor to insert a clear reference to the place where these obligations appear.

6 Creditor may include the words in square brackets where applicable.

15 A modifying agreement treated under section 82(5) of the Act as a cancellable agreement.

YOUR RIGHT TO CANCEL

This agreement modifies an earlier agreement. Your right to cancel [that part of]¹ the earlier agreement [which was regulated by the Consumer Credit Act 1974]¹ has been widened to cover the [regulated]¹ agreement as modified. The cancellation period itself is unchanged. A [copy of the earlier agreement containing a]² notice of your cancellation rights may have already been sent to you giving you details of when that period expires. If you wish to cancel the [regulated]¹ agreement as modified, you can do this by sending or taking WRITTEN [, or giving ORAL,]² notice of cancellation to³. You can use the form provided.

Notes:

1 Creditor or owner to omit passages in square brackets except in the case of a multiple agreement of which at least one part is a credit agreement not regulated by the Act.

2 Creditor or owner to omit the words in square brackets where not applicable.

3. Creditor or owner to insert name and address and, where oral notice may be given, the telephone number of person to whom notice may be given, or an indication of the person to whom notice may be given with a clear reference to the place in the document where his name and address and, where applicable, telephone number appear.”.

(5) For Part VI of the Schedule substitute—

“PART VI

Regulation 5(3)

Forms of notice of cancellation rights to be sent by post to the debtor or hirer under section 64(1)(b) or (2) of the Act

| FORM NO (1) | TYPE OF AGREEMENT (2) | FORM (3) |
|-------------------|--|--|
| 18 | A regulated hire-purchase agreement, conditional sale agreement or consumer hire agreement (other than, in the case of a modifying agreement, one to which Form 23 applies). | <p>IMPORTANT – YOU SHOULD READ THIS CAREFULLY</p> <p>STATUTORY NOTICE RELATING TO A REGULATED [HIRE-PURCHASE] [CONDITIONAL SALE] [CONSUMER HIRE]¹ AGREEMENT</p> |

YOUR RIGHT TO CANCEL

You recently made a [hire-purchase] [conditional sale] [consumer hire]¹ agreement² with³. You have a right to cancel it if you wish. You can do this by sending or taking WRITTEN [, or giving ORAL,]¹ notice of cancellation to⁴. You have [.....]⁵ days starting with the day [.....]⁵. You can use the form provided. If you cancel the agreement you,⁶ [If you already have any goods under the agreement, you should not use them and should keep them safe. (Legal action may be taken against you if you do not take proper care of them.) You can wait for them to be collected from you and you need not hand them over unless you receive a written request.]⁷

[Note: Your notice of cancellation will not affect [your contract for life assurance] [your contract for insurance] [your contract of guarantee] [your contract to open a current account] [your contract to open a deposit account].¹ [The place where your financial obligations consequent upon cancellation of this agreement are shown is⁸]⁹]¹

CANCELLATION FORM

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE AGREEMENT.)

To:.....¹⁰
 I/We* hereby give notice that I/We* wish to cancel the agreement.....²

Signed
 Date
 * Delete as appropriate

Notes:

- 1 Creditor or owner to omit the words in square brackets where not applicable
- 2 Creditor or owner to insert reference number, code or other identification details.
- 3 Creditor or owner to enter his name.
- 4 Creditor or owner to insert name and address and, where oral notice may be given, the telephone number of person to whom notice may be given, or an indication of the person to whom notice may be given with clear reference to the place in the document where his name and address and, where applicable, telephone number appear.
- 5 Creditor or owner to insert the length of the cancellation period in days and the day on which the cancellation period begins, provided that the period specified is not less than 5 days starting with the day after the debtor or hirer receives this notice.
- 6 Creditor or owner to state whether money paid, goods given in part exchange (or their value) or property given as security will be returned to, and whether any further payment needs to be made by, the debtor or hirer.
- 7 Creditor or owner may omit words in square brackets where not applicable.
- 8 Creditor or owner to insert a clear reference to the place where these obligations appear.
- 9 Creditor or owner may include the words in square brackets where applicable.
- 10 Creditor or owner to insert name and address of the person to whom notice may be given.

19 A debtor-creditor-supplier agreement falling within section 12(a) or (b) of the Act (other than one to which Form 18 applies or, in the case of a modifying agreement, one to which Form 23 applies).

IMPORTANT – YOU SHOULD READ THIS CAREFULLY
STATUTORY NOTICE RELATING TO A REGULATED CONSUMER CREDIT AGREEMENT

YOUR RIGHT TO CANCEL

You recently made a credit agreement.....¹ with². You have a right to cancel it if you wish. You can do this by sending or taking WRITTEN [, or giving ORAL,]³ notice of cancellation to⁴. You have [.....]⁵ days starting with the day [.....]⁵. You can use the form provided. If you cancel the agreement you,⁶
 [If you already have any goods under the agreement, you should not use them and should keep them safe. (Legal action may be taken against you if you do not take proper care of them.) You can wait for them to be collected from you and you need not hand them over unless you receive a written request.]⁷

[You will not, however, be required to hand back any goods supplied to meet an emergency or which have already been incorporated, for example in your home. But you will still be liable to pay for emergency goods or services or for any goods which have been incorporated by you or one of your relatives.]⁷

[Note: Your notice of cancellation will not affect [your

contract for life assurance] [your contract for insurance]
[your contract of guarantee] [your contract to open a
current account] [your contract to open a deposit account].³
[The place where your financial obligations consequent
upon cancellation of this agreement are shown is
.....^{8,9,3}]³

CANCELLATION FORM

(Complete, detach and return this form ONLY IF YOU
WISH TO CANCEL THE AGREEMENT.)

To:.....¹⁰
I/We* hereby give notice that I/We* wish to cancel the
agreement.....¹

Signed

Date

* Delete as appropriate

Notes:

- 1 Creditor to insert reference number, code or other identification details.
- 2 Creditor to enter his name.
- 3 Creditor to omit the words in square brackets where not applicable
- 4 Creditor to insert name and address and, where oral notice may be given, the telephone number of person to whom notice may be given, or an indication of the person to whom notice may be given with clear reference to the place in the document where his name and address and, where applicable, telephone number appear.
- 5 Creditor to insert the length of the cancellation period in days and the day on which the cancellation period begins, provided that the period specified is not less than 5 days starting with the day after the debtor receives this notice.
- 6 Creditor to state whether money paid, goods given in part exchange (or their value) or property given as security will be returned to, and whether any further payment needs to be made by, the debtor.
- 7 Creditor may omit the words in square brackets where not applicable.
- 8 Creditor to insert a clear reference to the place where these obligations appear.
- 9 Creditor may include the words in square brackets where applicable.
- 10 Creditor to insert name and address of the person to whom notice may be given.

20 A regulated consumer credit agreement (other than one to which Form 18 or 19 applies or which is a multiple agreement of the kind to which Form 21 or 22 applies or, in the

IMPORTANT – YOU SHOULD READ THIS CAREFULLY
STATUTORY NOTICE RELATING TO A REGULATED CONSUMER CREDIT AGREEMENT
YOUR RIGHT TO CANCEL

case of a modifying agreement, one to which Form 23 applies).

You recently made a credit agreement.....¹ with². You have a right to cancel it if you wish. You can do this by sending or taking WRITTEN [, or giving ORAL,]³ notice of cancellation to⁴. You have [.....]⁵ days starting with the day [.....]⁵. You can use the form provided. If you cancel the agreement you,⁶
[Note: Your notice of cancellation will not affect [your contract for life assurance] [your contract for insurance] [your contract of guarantee] [your contract to open a current account] [your contract to open a deposit account].³
[The place where your financial obligations consequent upon cancellation of this agreement are shown is⁷]⁸]³

CANCELLATION FORM

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE AGREEMENT.)

To:.....⁹
I/We* hereby give notice that I/We* wish to cancel agreement.....²

Signed
Date
* Delete as appropriate

- Notes:
- 1 Creditor to insert reference number, code or other identification details.
 - 2 Creditor to enter his name.
 - 3 Creditor to omit the words in square brackets where not applicable
 - 4 Creditor to insert name and address and, where oral notice may be given, the telephone number of person to whom notice may be given, or an indication of the person to whom notice may be given with clear reference to the place in the document where his name and address and, where applicable, telephone number appear.
 - 5 Creditor to insert the length of the cancellation period in days and the day on which the cancellation period begins, provided that the period specified is not less than 5 days starting with the day after the debtor receives this notice.
 - 6 Creditor to state whether any money paid or property given as security will be returned to the debtor, whether any money lent must be repaid by the debtor and whether, or the circumstances in which, any interest or other charges are payable by the debtor upon cancellation, having regard to any applicable statutory provision.
 - 7 Creditor to insert a clear reference to the place where these obligations appear.
 - 8 Creditor may include words in square brackets where applicable.
 - 9 Creditor to insert name and address of the person to whom notice may be given.

21 A multiple agreement which places at least one part within one category of agreement to which either Form 18 or 19 applies and at least one part within one category of agreement to which Form 20 applies (other than one to which Form 22 applies).

IMPORTANT – YOU SHOULD READ THIS CAREFULLY
STATUTORY NOTICE RELATING TO A REGULATED CONSUMER [CREDIT] [HIRE]¹ AGREEMENT

YOUR RIGHT TO CANCEL

You recently made a [credit] [hire]¹ agreement.....² with³. You have a right to cancel it if you wish. You can do this by sending or taking WRITTEN [, or giving ORAL,]¹ notice of cancellation to⁴. You have [.....]⁵ days starting with the day [.....]⁵. You can use the form provided.

If you cancel the agreement you,⁶
[Any goods which you already have under the agreement, apart from any purchased out of a cash loan, will have to be returned. Such goods should not be used and should be kept safe. (Legal action may be taken against you if you do not take proper care of them.) You can wait for them to be collected from you and you need not hand them over unless you receive a written request.]⁷

[You will not, however, be required to hand back any goods supplied to meet an emergency or which have already been incorporated, for example in your home. But you will still be liable to pay for emergency goods or services or for any goods which have been incorporated by you or one of your relatives.]⁸

[Note: Your notice of cancellation will not affect [your contract for life assurance] [your contract for insurance] [your contract of guarantee] [your contract to open a current account] [your contract to open a deposit account].¹[The place where your financial obligations consequent upon cancellation of this agreement are shown is⁹]¹⁰]¹

CANCELLATION FORM

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE AGREEMENT.)

To:.....¹¹

I/We* hereby give notice that I/We* wish to cancel agreement.....²

Signed

Date

* Delete as appropriate

Notes:

1 Creditor or owner to omit the words in square brackets where not applicable.

2 Creditor or owner to insert reference number, code or other identification details.

3 Creditor or owner to enter his name.

4 Creditor or owner to insert name and address and, where oral notice may be given, the telephone number of person to whom notice may be given, or an indication of the person to whom notice may be given with clear reference to the place in the document where his name and address and, where applicable, telephone number appear.

5 Creditor or owner to insert the length of the cancellation period in days and the day on which the cancellation period begins, provided that the period specified is not less than 5 days starting with the day after the debtor or hirer receives this notice.

6 Creditor or owner to state whether money paid, goods given in part exchange (or their value) or property given as security will be returned to the debtor or hirer, whether any further payment needs to be made by the debtor or hirer and whether, or the circumstances in which, any interest or other charges are payable by the debtor or hirer upon cancellation, having regard to any applicable statutory provision.

7 Creditor or owner may omit words in square brackets where not applicable.

8 Paragraph in square brackets applies only where the notice relates to a multiple agreement of which at least one part is a debtor-creditor-supplier agreement falling within section 12(a) or (b) of the Act, not being a hire-purchase or conditional sale agreement. Creditor may omit this paragraph if inapplicable.

9 Creditor or owner to insert a clear reference to the place where these obligations appear.

10 Creditor or owner may include words in square brackets where applicable.

11 Creditor or owner to insert name and address of the person to whom notice may be given.

22 A multiple agreement of which at least one part is a debtor-creditor agreement and at least one part is a credit agreement not regulated by the Act.

**IMPORTANT – YOU SHOULD READ THIS CAREFULLY
STATUTORY NOTICE RELATING TO A PARTLY REGULATED CONSUMER CREDIT AGREEMENT**

YOUR RIGHT TO CANCEL

You recently made a credit agreement¹ with². If you wish, you can cancel that part of the agreement which is regulated by the Consumer Credit Act 1974. You can do this by sending or taking WRITTEN [, or giving ORAL,]³ notice of cancellation to⁴. You have [.....]⁵ days starting with the day [.....]⁵. You can use the form provided. If you cancel you

.....⁶
[Note: Your notice of cancellation will not affect [your contract for life assurance] [your contract for insurance] [your contract of guarantee] [your contract to open a current account] [your contract to open a deposit account].³ [The place where your financial obligations consequent upon cancellation of this agreement are shown is

.....⁸]⁹]³

CANCELLATION FORM

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE REGULATED PART OF THE AGREEMENT.)

To:.....¹⁰

I/We* hereby give notice that I/We* wish to exercise my/our* right to cancel that part of agreement.....² which is regulated by the Consumer Credit Act 1974.

Signed

Date

* Delete as appropriate

Notes:

- 1 Creditor to insert reference number, code or other identification details.
- 2 Creditor to enter his name.
- 3 Creditor to omit the words in square brackets where not applicable.
- 4 Creditor to insert name and address and, where oral notice may be given, the telephone number of person to whom notice may be given, or an indication of the person to whom notice may be given with clear reference to the place in the document where his name and address and, where applicable, telephone number appear.
- 5 Creditor to insert the length of the cancellation period in days and the day on which the cancellation period begins, provided that the period specified is not less than 5 days starting with the day after the debtor receives this notice.
- 6 Creditor to state whether any money paid or property given as security will be returned to the debtor, whether any money lent must be repaid by the debtor and whether, or the circumstances in which, any interest or other charges are payable by the debtor upon cancellation, having regard to any applicable statutory provision.
- 7 Creditor may omit words in square brackets where not applicable.
- 8 Creditor to insert a clear reference to the place where these obligations appear.
- 9 Creditor may include words in square brackets where applicable.
- 10 Creditor to insert name and address of the person to whom notice may be given.

23 A modifying agreement treated under section 82(5) of the Act as a cancellable agreement

IMPORTANT – YOU SHOULD READ THIS CAREFULLY
STATUTORY NOTICE RELATING TO A [PARTLY]¹ REGULATED CONSUMER [CREDIT] [HIRE]² AGREEMENT

YOUR RIGHT TO CANCEL

You recently made an agreement³ with⁴ which modified an earlier [credit] [hire]² agreement. Your right to cancel [that part of]¹ the earlier agreement [which was regulated by the Consumer Credit Act 1974]¹ has been widened to cover the [regulated]¹ agreement as modified. The cancellation period itself is unchanged. A [copy of the earlier agreement containing a]² notice of your cancellation rights may have already been sent to you giving you details of when that period expires. If you wish to cancel the [regulated]¹ agreement as modified, you can do so by sending or taking WRITTEN [, or giving ORAL,² notice of cancellation to⁵. You can use the form provided.

CANCELLATION FORM

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE [REGULATED PART OF THE]¹ AGREEMENT.)

To:.....⁶

I/We* hereby give notice that I/We* wish to [exercise my/our* right to]¹ cancel [that part of] agreement.....³ [which is regulated by the Consumer Credit Act 1974]¹.

Signed

Date

*Delete as appropriate

Notes:

1 Creditor or owner to omit passages in square brackets except in the case of a multiple agreement of which at least one part is a credit agreement not regulated by the Act.

2 Creditor or owner to omit the words in square brackets where not applicable.

3 Creditor or owner to insert reference number, code or other identification details.

4 Creditor or owner to enter his name.

5 Creditor or owner to insert the name and address and, where oral notice may be given, the telephone number of the person to whom notice may be given, or an indication of the person to whom notice may be given with clear reference to the place in the document where his name and address and, where applicable, telephone number appear.

6 Creditor or owner to insert name and address of the person to whom notice may be given. ”.

7th October 2004

Sainsbury of Turville,
Parliamentary Under Secretary of State for Science and Innovation,
Department of Trade and Industry

EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations amend the Consumer Credit (Agreements) (Amendment) Regulations 2004 (“the Agreements Amendment Regulations”), the Consumer Credit (Advertisements) Regulations 2004 (“the Advertisements Regulations”), the Consumer Credit (Early Settlement) Regulations 2004 (“the Early Settlement Regulations”) and the Consumer Credit (Cancellation Notices and Copies of Documents) Regulations 1983 (“the Copies of Documents Regulations”). The principal amendments made by the Regulations are as follows—

(1) they correct typographical and cross-reference errors in the Agreements Amendment Regulations and substitute a new paragraph 23 of Schedule 1 into the Consumer Credit (Agreements) Regulations 1983 (S.I. 1983/2553) to include reference to cancellation under the Consumer Credit Act 1974, the Timeshare Act 1992 and the Financial Services (Distance Marketing) Regulations 2004;

(2) they amend Schedule 2 to the Advertisements Regulations by substituting a new paragraph 7 concerning the total amount payable by the debtor;

(3) they amend regulation 3(2) of the Early Settlement Regulations relating to items included in the calculation of rebate;

(4) they remove wording in the statutory notices in both Schedule 2 to the Consumer Credit (Agreements) Regulations 1983 and the Schedule to the Copies of Documents Regulations relating to Health and Safety Regulations;

(5) they substitute new Parts II, III and VI of the Schedule to the Copies of Documents Regulations relating to the Forms of notice of cancellation rights to be included in copies of agreements and to be sent by post to debtors or hirers.

STATUTORY INSTRUMENTS

2004 No. 2619

CONSUMER CREDIT

The Consumer Credit (Miscellaneous Amendments) Regulations
2004

£4.00

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