



# Consumer Credit Act 1974

## 1974 CHAPTER 39

### PART XII

#### SUPPLEMENTAL

#### 174 Restrictions on disclosure of information.

F1 .....

##### Textual Amendments

F1 S. 174 repealed (20.6.2003) by [Enterprise Act 2002 \(c. 40\)](#), ss. 247(d), 278, 279, Sch. 26; S.I. 2003/1397, art. 2, Sch. (with arts. 8, 10)

#### [<sup>F2</sup>174A Powers to require provision of information or documents etc.

- (1) Every power conferred on a relevant authority by or under this Act (however expressed) to require the provision or production of information or documents includes the power—
  - (a) to require information to be provided or produced in such form as the authority may specify, including, in relation to information recorded otherwise than in a legible form, in a legible form;
  - (b) to take copies of, or extracts from, any documents provided or produced by virtue of the exercise of the power;
  - (c) to require the person who is required to provide or produce any information or document by virtue of the exercise of the power—
    - (i) to state, to the best of his knowledge and belief, where the information or document is;
    - (ii) to give an explanation of the information or document;
    - (iii) to secure that any information provided or produced, whether in a document or otherwise, is verified in such manner as may be specified by the authority;

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- (iv) to secure that any document provided or produced is authenticated in such manner as may be so specified;
- (d) to specify a time at or by which a requirement imposed by virtue of paragraph (c) must be complied with.
- (2) Every power conferred on a relevant authority by or under this Act (however expressed) to inspect or to seize documents at any premises includes the power to take copies of, or extracts from, any documents inspected or seized by virtue of the exercise of the power.
- (3) But a relevant authority has no power under this Act—
- to require another person to provide or to produce,
  - to seize from another person, or
  - to require another person to give access to premises for the purposes of the inspection of,
 

any information or document which the other person would be entitled to refuse to provide or produce in proceedings in the High Court on the grounds of legal professional privilege or (in Scotland) in proceedings in the Court of Session on the grounds of confidentiality of communications.
- (4) In subsection (3) ‘communications’ means—
- communications between a professional legal adviser and his client;
  - communications made in connection with or in contemplation of legal proceedings and for the purposes of those proceedings.
- [<sup>F3</sup>(5) In this section, “relevant authority” means an enforcement authority or an officer of an enforcement authority.]]

#### Textual Amendments

**F2** S. 174A inserted (6.4.2008) by [Consumer Credit Act 2006 \(c. 14\)](#), ss. {51(5)}, 71(2); S.I. 2007/3300, [art. 3\(2\)](#), Sch. 2

**F3** S. 174A(5) substituted (26.7.2013 for specified purposes) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) \(No.2\) Order 2013 \(S.I. 2013/1881\)](#), arts. 1(2)(6), **20(54)**

#### Modifications etc. (not altering text)

**C1** S. 174A applied (with modifications) (26.7.2013 for specified purposes) by [The Financial Services Act 2012 \(Consumer Credit\) Order 2013 \(S.I. 2013/1882\)](#), arts. 1(1), **8(6)**

### 175 Duty of persons deemed to be agents.

Where under this Act a person is deemed to receive a notice or payment as agent of the creditor or owner under a regulated agreement, he shall be deemed to be under a contractual duty to the creditor or owner to transmit the notice, or remit the payment, to him forthwith.

### 176 Service of documents.

- (1) A document to be served under this Act by one person ( “the server ”) on another person ( “the subject ”) is to be treated as properly served on the subject if dealt with as mentioned in the following subsections.

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- (2) The document may be delivered or sent [<sup>F4</sup>by an appropriate method] to the subject, or addressed to him by name and left at his proper address.
- (3) For the purposes of this Act, a document sent by post to, or left at, the address last known to the server as the address of a person shall be treated as sent by post to, or left at, his proper address.
- (4) Where the document is to be served on the subject as being the person having any interest in land, and it is not practicable after reasonable inquiry to ascertain the subject's name or address, the document may be served by—
  - (a) addressing it to the subject by the description of the person having that interest in the land (naming it), and
  - (b) delivering the document to some responsible person on the land or affixing it, or a copy of it, in a conspicuous position on the land.
- (5) Where a document to be served on the subject as being a debtor, hirer or surety, or as having any other capacity relevant for the purposes of this Act, is served at any time on another person who—
  - (a) is the person last known to the server as having that capacity, but
  - (b) before that time had ceased to have it,the document shall be treated as having been served at that time on the subject.
- (6) Anything done to a document in relation to a person who (whether to the knowledge of the server or not) has died shall be treated for the purposes of subsection (5) as service of the document on that person if it would have been so treated had he not died.
- [<sup>F5</sup>(7) The following enactments shall not be construed as authorising service on the Public Trustee (in England and Wales) or the Probate Judge (in Northern Ireland) of any document which is to be served under this Act—

section 9 of the Administration of Estates Act 1925;

section 3 of the Administration of Estates Act (Northern Ireland) 1955.]
- (8) References in the preceding subsections to the serving of a document on a person include the giving of the document to that person.

#### Textual Amendments

- F4** Words in s. 176(2) substituted (31.12.2004) by [The Consumer Credit Act 1974 \(Electronic Communications\) Order 2004 \(S.I. 2004/3236\)](#), [art. 2\(6\)](#)
- F5** S. 176(7) substituted (1.7.1995) by [1994 c. 36, s. 21\(1\)](#), [Sch. 1 para. 6](#) (with s. 20); [S.I. 1995/1317](#), [art. 3](#)

#### [<sup>F6</sup>176A Electronic transmission of documents

- (1) A document is transmitted in accordance with this subsection if—
  - (a) the person to whom it is transmitted agrees that it may be delivered to him by being transmitted to a particular electronic address in a particular electronic form,
  - (b) it is transmitted to that address in that form, and

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- (c) the form in which the document is transmitted is such that any information in the document which is addressed to the person to whom the document is transmitted is capable of being stored for future reference for an appropriate period in a way which allows the information to be reproduced without change.
- (2) A document transmitted in accordance with subsection (1) shall, unless the contrary is proved, be treated for the purposes of this Act, except section 69, as having been delivered on the working day immediately following the day on which it is transmitted.
- (3) In this section, “electronic address” includes any number or address used for the purposes of receiving electronic communications.]

#### Textual Amendments

- F6** S. 176A inserted (31.12.2004) by [The Consumer Credit Act 1974 \(Electronic Communications\) Order 2004 \(S.I. 2004/3236\)](#), [art. 2\(7\)](#)

### 177 Saving for registered charges.

- (1) Nothing in this Act affects the rights of a proprietor of a registered charge (within the meaning of the [<sup>F7</sup>Land Registration Act 2002]), who—
- became the proprietor under a transfer for valuable consideration without notice of any defect in the title arising (apart from this section) by virtue of this Act, or
  - derives title from such a proprietor.
- (2) Nothing in this Act affects the operation of section 104 of the <sup>M1</sup>Law of Property Act 1925 (protection of purchaser where mortgagee exercises power of sale).
- (3) Subsection (1) does not apply to a proprietor carrying on [<sup>F8</sup>a consumer credit business, a consumer hire business or a business of debt-collecting or debt administration] .
- (4) Where, by virtue of subsection (1), a land mortgage is enforced which apart from this section would be treated as never having effect, the original creditor or owner shall be liable to indemnify the debtor or hirer against any loss thereby suffered by him.
- (5) In the application of this section to Scotland for subsections (1) to (3) there shall be substituted the following subsections—
- “(1) Nothing in this Act affects the rights of a creditor in a heritable security who—
- became the creditor under a transfer for value without notice of any defect in the title arising (apart from this section) by virtue of this Act; or
  - derives title from such a creditor.
- (2) Nothing in this Act affects the operation of section 41 of the Conveyancing (Scotland) Act 1924 (protection of purchasers), or of that section as applied to standard securities by section 32 of the Conveyancing and Feudal Reform (Scotland) Act 1970.
- (3) Subsection (1) does not apply to a creditor carrying on [<sup>F8</sup>a consumer credit business, a consumer hire business or a business of debt-collecting or debt administration] .”.

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- (6) In the application of this section to Northern Ireland—
- (a) any reference to the proprietor of a registered charge (within the meaning of the [<sup>F7</sup>Land Registration Act 2002]) shall be construed as a reference to the registered owner of a charge under the <sup>M2</sup>Local Registration of Title (Ireland) Act 1891 or Part IV of the <sup>M3</sup>Land Registration Act (Northern Ireland) 1970, and
  - (b) for the reference to section 104 of the <sup>M4</sup>Law of Property Act 1925 there shall be substituted a reference to section 21 of the <sup>M5</sup>Conveyancing and Law of Property Act 1881 and section 5 of the <sup>M6</sup>Conveyancing Act 1911.

#### Textual Amendments

- F7** Words in s. 177(1)(6) substituted (13.10.2003) by [Land Registration Act 2002 \(c. 9\)](#), ss. 126, 136(2), [Sch. 11 para. 11](#); S.I. 2003/1725, [art. 2](#)
- F8** Words in s. 177(3)(5) substituted (1.10.2008) by [Consumer Credit Act 2006 \(c. 14\)](#), ss. {24(5)}, 71(2); S.I. 2007/3300, [art. 3\(3\)](#), [Sch. 3](#)

#### Marginal Citations

- M1** 1925 c. 20.  
**M2** 1891 c. 66.  
**M3** 1970 c. 18 (N.I.)  
**M4** 1925 c. 20.  
**M5** 1881 c. 41.  
**M6** 1911 c. 37.

### 178 Local Acts.

The [<sup>F9</sup>Treasury] or the Department of Commerce for Northern Ireland may by order make such amendments or repeals of any provision of any local Act as appears to the [<sup>F9</sup>Treasury] or, as the case may be, the Department, necessary or expedient in consequence of the replacement by this Act of the enactments relating to pawnbrokers and moneylenders.

#### Textual Amendments

- F9** Word in s. 178 substituted (26.7.2013 for specified purposes) by [The Financial Services Act 2012 \(Consumer Credit\) Order 2013 \(S.I. 2013/1882\)](#), arts. 1(1), [7\(17\)](#)

*Regulations, orders, etc.*

### 179 Power to prescribe form etc. of secondary documents.

- (1) Regulations may be made as to the form and content of credit-cards, trading-checks, receipts, vouchers and other documents or things issued by creditors, owners or suppliers under or in connection with regulated agreements or by other persons in connection with linked transactions, and may in particular—
- (a) require specified information to be included in the pre-scribed manner in documents, and other specified material to be excluded;

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- (b) contain requirements to ensure that specified information is clearly brought to the attention of the debtor or hirer, or his relative, and that one part of a document is not given insufficient or excessive prominence compared with another.
- (2) If a person issues any document or thing in contravention of regulations under subsection (1) then, as from the time of the contravention but without prejudice to anything done before it, this Act shall apply as if the regulated agreement had been improperly executed by reason of a contravention of regulations under section 60(1).

## 180 Power to prescribe form etc. of copies.

- (1) Regulations may be made as to the form and content of documents to be issued as copies of any executed agreement, security instrument or other document referred to in this Act, and may in particular—
- (a) require specified information to be included in the prescribed manner in any copy, and contain requirements to ensure that such information is clearly brought to the attention of a reader of the copy;
  - (b) authorise the omission from a copy of certain material contained in the original, or the inclusion of such material in condensed form.
- (2) A duty imposed by any provision of this Act <sup>F10</sup>... to supply a copy of any document—
- (a) is not satisfied unless the copy supplied is in the prescribed form and conforms to the prescribed requirements;
  - (b) is not infringed by the omission of any material, or its inclusion in condensed form, if that is authorised by regulations;
- and references in this Act to copies shall be construed accordingly.
- (3) Regulations may provide that a duty imposed by this Act to supply a copy of a document referred to in an unexecuted agreement or an executed agreement shall not apply to documents of a kind specified in the regulations.

### Textual Amendments

**F10** Words in s. 180(2) 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 \(S.I. 2013/1881\)](#), arts. 1(2)(6), **20(55)**

## 181 Power to alter monetary limits etc.

- (1) The [<sup>F11</sup>Treasury] may by order made by statutory instrument amend, or further amend, any of the following provisions of this Act so as to reduce or increase a sum mentioned in that provision, namely, sections <sup>F12</sup>... 17(1), <sup>F13</sup>... <sup>F12</sup>... 70(6), 75(3)(b), 77(1), 78(1), 79(1), 84(1), 101(7)(a), 107(1), 108(1), 109(1), 110(1), <sup>F12</sup>... <sup>F13</sup>... [<sup>F14</sup>140B(6),] 155(1) and 158(1).
- (2) An order under subsection (1) amending section <sup>F15</sup>... 17(1), <sup>F16</sup>... <sup>F15</sup>... 75(3)(b) <sup>F16</sup>... [<sup>F17</sup>or 140B(6)] shall be of no effect unless a draft of the order has been laid before and approved by each House of Parliament.

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### Textual Amendments

- F11** Word in s. 181(1) substituted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services Act 2012 \(Consumer Credit\) Order 2013 \(S.I. 2013/1882\)](#), arts. 1(1), [7\(18\)](#)
- F12** Words in s. 181(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 \(S.I. 2013/1881\)](#), arts. 1(2)(6), [20\(56\)\(a\)](#)
- F13** Words in s. 181(1) repealed (6.4.2008) by [Consumer Credit Act 2006 \(c. 14\)](#), ss. 70, 71(2), [Sch. 4](#) (with [Sch. 3 para. 15\(5\)](#)); [S.I. 2007/3300](#), [art. 3\(2\)](#), [Sch. 2](#)
- F14** Words in s. 181(1) inserted (6.4.2007) by [Consumer Credit Act 2006 \(c. 14\)](#), ss. {22(4)(a)}, 71(2); [S.I. 2007/123](#), [art. 3\(2\)](#), [Sch. 2](#)
- F15** Words in s. 181(2) 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 \(S.I. 2013/1881\)](#), arts. 1(2)(6), [20\(56\)\(b\)](#)
- F16** Words in s. 181(2) repealed (6.4.2008) by [Consumer Credit Act 2006 \(c. 14\)](#), ss. 70, 71(2), [Sch. 4](#) (with [Sch. 3 para. 15\(5\)](#)); [S.I. 2007/3300](#), [art. 3\(2\)](#), [Sch. 2](#)
- F17** Words in s. 181(2) inserted (6.4.2007) by [Consumer Credit Act 2006 \(c. 14\)](#), ss. {22(4)(b)}, 71(2); [S.I. 2007/123](#), [art. 3\(2\)](#), [Sch. 2](#)

## 182 Regulations and orders.

- (1) Any power of the [<sup>F18</sup>Treasury] to make regulations or orders under this Act, except the power conferred by sections <sup>F19</sup>... 181 and 192 shall be exercisable by statutory instrument subject to annulment in pursuance of a resolution of either House of Parliament.
- (1A) <sup>F20</sup>.....
- (2) Where a power to make regulations or orders <sup>F21</sup>... is exercisable by the [<sup>F18</sup>Treasury]<sup>F22</sup>... by virtue of this Act, regulations or orders <sup>F21</sup>... made in the exercise of that power may—
- make different provision in relation to different cases or classes of case, and
  - exclude certain cases or classes of case, and
  - contain such transitional provisions as the [<sup>F18</sup>Treasury] thinks fit.
- (3) Regulations may provide that specified expressions, when used as described by the regulations, are to be given the prescribed meaning, notwithstanding that another meaning is intended by the person using them.
- (4) Any power conferred on the [<sup>F18</sup>Treasury] by this Act to make orders includes power to vary or revoke an order so made.

### Textual Amendments

- F18** Word in s. 182 substituted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services Act 2012 \(Consumer Credit\) Order 2013 \(S.I. 2013/1882\)](#), arts. 1(1), [7\(19\)](#)
- F19** Word in s. 182(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 \(S.I. 2013/1881\)](#), arts. 1(2)(6), [20\(57\)](#)
- F20** S. 182(1A) omitted (1.9.2009) by virtue of [The Transfer of Functions of the Consumer Credit Appeals Tribunal Order 2009 \(S.I. 2009/1835\)](#), arts. 1, 4(1), [Sch. 1 para. 7\(a\)](#) (with [Sch. 4](#))

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- F21** Words in s. 182(2) omitted (1.9.2009) by virtue of [The Transfer of Functions of the Consumer Credit Appeals Tribunal Order 2009 \(S.I. 2009/1835\)](#), arts. 1, 4(1), **Sch. 1 para. 7(b)(i)** (with Sch. 4)
- F22** Words in s. 182(2) omitted (1.9.2009) by virtue of [The Transfer of Functions of the Consumer Credit Appeals Tribunal Order 2009 \(S.I. 2009/1835\)](#), arts. 1, 4(1), **Sch. 1 para. 7(b)(ii)** (with Sch. 4)

**F24** **183 Determinations etc. by [F23FCA] .**

- (1) The [F25FCA] may vary or revoke any determination made, or direction given, by it under this Act.

F26(2) .....

**Textual Amendments**

- F23** Word in s. 183 heading substituted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services Act 2012 \(Consumer Credit\) Order 2013 \(S.I. 2013/1882\)](#), arts. 1(1), **7(20)(a)**
- F24** S. 183 substituted (6.4.2008) by [Consumer Credit Act 2006 \(c. 14\)](#), **ss. 64, 68**; S.I. 2007/3300, **art. 3(2)**, Sch. 2
- F25** Word in s. 183(1) substituted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services Act 2012 \(Consumer Credit\) Order 2013 \(S.I. 2013/1882\)](#), arts. 1(1), **7(20)(b)**
- F26** S. 183(2) 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 \(S.I. 2013/1881\)](#), arts. 1(2)(6), **20(58)**

*Interpretation*

**184 Associates.**

- [F27(1) A person is an associate of an individual if that person is—
- (a) the individual’s husband or wife or civil partner,
  - (b) a relative of—
    - (i) the individual, or
    - (ii) the individual’s husband or wife or civil partner, or
  - (c) the husband or wife or civil partner of a relative of—
    - (i) the individual, or
    - (ii) the individual’s husband or wife or civil partner.]

(2) A person is an associate of any person with whom he is in partnership, and of the husband or wife [F28or civil partner] or a relative of any individual with whom he is in partnership.

(3) A body corporate is an associate of another body corporate—

    - (a) if the same person is a controller of both, or a person is a controller of one and persons who are his associates, or he and persons who are his associates, are controllers of the other; or
    - (b) if a group of two or more persons is a controller of each company, and the groups either consist of the same persons or could be regarded as consisting of



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the same persons by treating (in one or more cases) a member of either group as replaced by a person of whom he is an associate.

- (4) A body corporate is an associate of another person if that person is a controller of it or if that person and persons who are his associates together are controllers of it.
- (5) In this section “relative ” means brother, sister, uncle, aunt, nephew, niece, lineal ancestor or lineal descendant,<sup>F29</sup> . . . references to a husband or wife include a former husband or wife and a reputed husband [<sup>F30</sup>or wife, and references to a civil partner include a former civil partner [<sup>F31</sup>and a reputed civil partner];] and for the purposes of this subsection a relationship shall be established as if any illegitimate child, step-child or adopted child of a person [<sup>F32</sup>were the legitimate child of the relationship in question] .

#### Textual Amendments

- F27** S. 184(1) substituted (5.12.2005) by [Civil Partnership Act 2004 \(c. 33\), s. 261\(1\), Sch. 27 para. 51\(2\); S.I. 2005/3175, art. 2\(2\)-\(5\)](#)
- F28** Words in s. 184(2) inserted (5.12.2005) by [Civil Partnership Act 2004 \(c. 33\), s. 261\(1\), Sch. 27 para. 51\(3\); S.I. 2005/3175, art. 2\(2\)-\(5\)](#)
- F29** Word in s. 184(5) repealed (5.12.2005) by [Civil Partnership Act 2004 \(c. 33\), s. 261\(1\)\(4\), Sch. 27 para. 51\(4\)\(a\), Sch. 30; S.I. 2005/3175, art. 2\(2\)-\(5\)](#)
- F30** Words in s. 184(5) substituted (5.12.2005) by [Civil Partnership Act 2004 \(c. 33\), s. 261\(1\), Sch. 27 para. 51\(4\)\(b\); S.I. 2005/3175, art. 2\(2\)-\(5\)](#)
- F31** Words in s. 184(5) inserted (5.12.2005) by [The Civil Partnership Act 2004 \(Overseas Relationships and Consequential, etc. Amendments\) Order 2005 \(S.I. 2005/3129\), art. 4\(4\), Sch. 4 para. 2](#)
- F32** Words in s. 184(5) substituted (5.12.2005) by [Civil Partnership Act 2004 \(c. 33\), s. 261\(1\), Sch. 27 para. 51\(4\)\(c\); S.I. 2005/3175, art. 2\(2\)-\(5\)](#)

### 185 Agreement with more than one debtor or hirer.

- (1) Where an actual or prospective regulated agreement has two or more debtors or hirers (not being a partnership or an unincorporated body of persons)—
- (a) anything required by or under this Act to be done to or in relation to the debtor or hirer shall be done to or in relation to each of them; and
  - (b) anything done under this Act by or on behalf of one of them shall have effect as if done by or on behalf of all of them.

<sup>F33</sup>(1A) . . . . .

[<sup>F34</sup>(2) Notwithstanding subsection (1)(a), where credit is provided under an agreement to two or more debtors jointly, in performing his duties—

- (a) in the case of fixed-sum credit, under section 77A, or
- (b) in the case of running-account credit, under section 78(4),

the creditor need not give statements to any debtor who has signed and given to him a notice (a ‘dispensing notice’) authorising him not to comply in the debtor's case with section 77A or (as the case may be) 78(4).

(2A) A dispensing notice given by a debtor is operative from when it is given to the creditor until it is revoked by a further notice given to the creditor by the debtor.

(2B) But subsection (2) does not apply if (apart from this subsection) dispensing notices would be operative in relation to all of the debtors to whom the credit is provided.

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- (2C) Any dispensing notices operative in relation to an agreement shall cease to have effect if any of the debtors dies.
- (2D) A dispensing notice which is operative in relation to an agreement shall be operative also in relation to any subsequent agreement which, in relation to the earlier agreement, is a modifying agreement.]
- (3) Subsection (1)(b) does not apply for the purposes of section 61(1)(a)<sup>F35</sup> . . . .
- (4) Where a regulated agreement has two or more debtors or hirers (not being a partnership or an unincorporated body of persons), section 86 applies to the death of any of them.
- (5) An agreement for the provision of credit, or the bailment or (in Scotland) the hiring of goods, to two or more persons jointly where—
- (a) one or more of those persons is an individual, and
  - (b) one or more of them is [<sup>F36</sup>not an individual] ,
- is a consumer credit agreement or consumer hire agreement if it would have been one had they all been individuals; and [<sup>F37</sup>each person within paragraph (b)] shall accordingly be included among the debtors or hirers under the agreement.
- (6) Where subsection (5) applies, references in this Act to the signing of any document by the debtor or hirer shall be construed in relation to a body corporate [<sup>F38</sup>within paragraph (b) of that subsection] as referring to a signing on behalf of the body corporate.

#### Textual Amendments

- F33** S. 185(1A) omitted (26.7.2013 for specified purposes) by virtue of [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) \(No.2\) Order 2013 \(S.I. 2013/1881\)](#), arts. 1(2)(6), **20(59)**
- F34** S. 185(2)-(2D) substituted (1.10.2008) for s. 185(2) by [Consumer Credit Act 2006 \(c. 14\)](#), ss. {7(3)}, 71(2) (with Sch. 3 para. 4); [S.I. 2007/3300](#), **art. 3(3)**, Sch. 3
- F35** Words in s. 185(3) repealed (6.4.2007) by [Consumer Credit Act 2006 \(c. 14\)](#), ss. 70, 71(2), **Sch. 4** (with [Sch. 3 para. 11](#)); [S.I. 2007/123](#), **art. 3(2)**, Sch. 2
- F36** Words in s. 185(5)(b) substituted (6.4.2007) by [Consumer Credit Act 2006 \(c. 14\)](#), ss. {5(8)(a)}, 71(2); [S.I. 2007/123](#), **art. 3(2)**, Sch. 2 (as amended by [S.I. 2007/387](#), art. 2(3)(a))
- F37** Words in s. 185(5) substituted (6.4.2007) by [Consumer Credit Act 2006 \(c. 14\)](#), ss. {5(8)(b)}, 71(2); [S.I. 2007/123](#), **art. 3(2)**, Sch. 2 (as amended by [S.I. 2007/387](#), art. 2(3)(a))
- F38** Words in s. 185(6) inserted (6.4.2007) by [Consumer Credit Act 2006 \(c. 14\)](#), ss. {5(9)}, 71(2); [S.I. 2007/123](#), **art. 3(2)**, Sch. 2 (as amended by [S.I. 2007/387](#), art. 2(3)(a))

#### 186 Agreement with more than one creditor or owner.

Where an actual or prospective regulated agreement has two or more creditors or owners, anything required by or under this Act to be done to, or in relation to, or by, the creditor or owner shall be effective if done to, or in relation to, or by, any one of them.

#### 187 Arrangements between creditor and supplier.

- (1) A consumer credit agreement shall be treated as entered into under pre-existing arrangements between a creditor and a supplier if it is entered into in accordance with,

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or in furtherance of, arrangements previously made between persons mentioned in subsection (4)(a), (b) or (c).

- (2) A consumer credit agreement shall be treated as entered into in contemplation of future arrangements between a creditor and a supplier if it is entered into in the expectation that arrangements will subsequently be made between persons mentioned in subsection (4)(a), (b) or (c) for the supply of cash, goods and services (or any of them) to be financed by the consumer credit agreement.
- (3) Arrangements shall be disregarded for the purposes of subsection (1) or (2) if—
  - (a) they are arrangements for the making, in specified circumstances, of payments to the supplier by the creditor, and
  - (b) the creditor holds himself out as willing to make, in such circumstances, payments of the kind to suppliers generally.

[<sup>F39</sup>(3A) Arrangements shall also be disregarded for the purposes of subsections (1) and (2) if they are arrangements for the electronic transfer of funds from a current account at a bank within the meaning of the Bankers' Books Evidence Act 1879.]

- (4) The persons referred to in subsections (1) and (2) are—
  - (a) the creditor and the supplier;
  - (b) one of them and an associate of the other's;
  - (c) an associate of one and an associate of the other's.
- (5) Where the creditor is an associate of the supplier's, the consumer credit agreement shall be treated, unless the contrary is proved, as entered into under pre-existing arrangements between the creditor and the supplier.

#### Textual Amendments

**F39** S. 187(3A) inserted by [Banking Act 1987 \(c. 22, SIF 10\)](#), s. 89

#### [<sup>F40</sup>187A Definition of 'default sum']

- (1) In this Act 'default sum' means, in relation to the debtor or hirer under a regulated agreement, a sum (other than a sum of interest) which is payable by him under the agreement in connection with a breach of the agreement by him.
- (2) But a sum is not a default sum in relation to the debtor or hirer simply because, as a consequence of his breach of the agreement, he is required to pay it earlier than he would otherwise have had to.]

#### Textual Amendments

**F40** S. 187A inserted (16.6.2006) by [Consumer Credit Act 2006 \(c. 14\)](#), ss. {18(1)}, 71(2); [S.I. 2006/1508](#), art. 3(1), Sch. 1

#### 188 Examples of use of new terminology.

- (1) Schedule 2 shall have effect for illustrating the use of terminology employed in this Act.

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- (2) The examples given in Schedule 2 are not exhaustive.
- (3) In the case of conflict between Schedule 2 and any other provision of this Act, that other provision shall prevail.
- (4) The [<sup>F41</sup>Treasury] may by order amend Schedule 2 by adding further examples or in any other way.

#### Textual Amendments

**F41** Word in s. 188(4) substituted (26.7.2013 for specified purposes) by [The Financial Services Act 2012 \(Consumer Credit\) Order 2013 \(S.I. 2013/1882\)](#), arts. 1(1), **7(21)**

### 189 Definitions.

- (1) In this Act, unless the context otherwise requires—
  - “advertisement ” includes every form of advertising, whether in a publication, by television or radio, by display of notices, signs, labels, showcards or goods, by distribution of samples, circulars, catalogues, price lists or other material, by exhibition of pictures, models or films, or in any other way, and references to the publishing of advertisements shall be construed accordingly;
    - <sup>F42</sup> ...
    - “ancillary credit business ” has the meaning given by section 145(1);
    - “antecedent negotiations ” has the meaning given by section 56;
    - <sup>F42</sup> ...
    - [<sup>F43</sup>“appropriate method” means—
      - (a) post, or
      - (b) transmission in the form of an electronic communication in accordance with section 176A(1);”]
      - “assignment ”, in relation to Scotland, means assignation;
      - “associate ” shall be construed in accordance with section 184;
      - [<sup>F44</sup>“authorised business overdraft agreement” means a debtor-creditor agreement which provides authorisation in advance for the debtor to overdraw on a current account, where the agreement is entered into by the debtor wholly or predominantly for the purposes of the debtor's business (see subsection (2A));
      - “authorised non-business overdraft agreement” means a debtor-creditor agreement which provides authorisation in advance for the debtor to overdraw on a current account where—
        - (a) the credit must be repaid on demand or within three months, and
        - (b) the agreement is not entered into by the debtor wholly or predominantly for the purposes of the debtor's business (see subsection (2A));]
        - <sup>F45</sup> ...
        - “bill of sale ” has the meaning given by section 4 of the <sup>M7</sup>Bills of Sale Act 1878 or, for Northern Ireland, by section 4 of the <sup>M8</sup>Bills of Sale (Ireland) Act 1879;
        - [<sup>F46</sup>“building society ” means a building society within the meaning of the Building Societies Act 1986;]

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“business” includes profession or trade, and references to a business apply subject to subsection (2);

“cancellable agreement” means a regulated agreement which, by virtue of section 67, may be cancelled by the debtor or hirer;

“canvass” shall be construed in accordance with sections 48 and 153;

“cash” includes money in any form;

“charity” means as respects England and Wales a charity registered under [F47the Charities Act 2011] or an exempt charity (within the meaning of that Act), [F48as respects] Northern Ireland an institution or other organisation established for charitable purposes only ( “organisation” including any persons administering a trust and “charitable” being construed in the same way as if it were contained in the Income Tax Acts) [F49and as respects Scotland a body entered in the Scottish Charity Register];

“conditional sale agreement” means an agreement for the sale of goods or land under which the purchase price or part of it is payable by instalments, and the property in the goods or land is to remain in the seller (notwithstanding that the buyer is to be in possession of the goods or land) until such conditions as to the payment of instalments or otherwise as may be specified in the agreement are fulfilled;

“consumer credit agreement” has the meaning given by section 8, and includes a consumer credit agreement which is cancelled under section 69(1), or becomes subject to section 69(2), so far as the agreement remains in force;

[F50“consumer credit business” means any business being carried on by a person so far as it comprises or relates to—

- (a) the provision of credit by him, or
- (b) otherwise his being a creditor,

under regulated consumer credit agreements;]

[F51“consumer hire business” means any business being carried on by a person so far as it comprises or relates to—

- (a) the bailment or (in Scotland) the hiring of goods by him, or
- (b) otherwise his being an owner,

under regulated consumer hire agreements;]

“consumer hire business” means any business so far as it comprises or relates to the bailment or (in Scotland) the hiring of goods under regulated consumer hire agreements;

“controller”, in relation to a body corporate, means a person—

- (a) in accordance with whose directions or instructions the directors of the body corporate or of another body corporate which is its controller (or any of them) are accustomed to act, or
- (b) who, either alone or with any associate or associates, is entitled to exercise, or control the exercise of, one third or more of the voting power at any general meeting of the body corporate or of another body corporate which is its controller;

“copy” shall be construed in accordance with section 180;

[F52  
...]

“court” means in relation to England and Wales the county court, in relation to Scotland the sheriff court and in relation to Northern Ireland the High Court or the county court;

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- “credit ” shall be construed in accordance with section 9;
- “credit-broker ” means a person carrying on a business of credit brokerage;
- “credit brokerage ” has the meaning given by section 145(2);
- [<sup>F53</sup>‘credit information services’ [<sup>F54</sup>is to be read in accordance with] section 145(7B).]
- [<sup>F55</sup>‘credit intermediary’ has the meaning given by section 160A;]
- “credit limit ” has the meaning given by section 10(2);
- “creditor ” means [<sup>F56</sup>(except in relation to green deal plans: see instead section 189B(2))] the person providing credit under a consumer credit agreement or the person to whom his rights and duties under the agreement have passed by assignment or operation of law, and in relation to a prospective consumer credit agreement, includes the prospective creditor;
- “credit reference agency ” [<sup>F57</sup>is to be read in accordance with] section 145(8);
- “credit-sale agreement ” means an agreement for the sale of goods, under which the purchase price or part of it is payable by instalments, but which is not a conditional sale agreement;
- “credit-token ” has the meaning given by section 14(1);
- “credit-token agreement ” means a regulated agreement for the provision of credit in connection with the use of a credit-token;
- “debt-adjusting ” has the meaning given by section 145(5);
- [<sup>F58</sup>‘debt administration’ has the meaning given by section 145(7A);]
- “debt-collecting ” has the meaning given by section 145(7);
- “debt-counselling ” has the meaning given by section 145(6);
- “debtor ” means [<sup>F59</sup>(except in relation to green deal plans: see instead section 189B(3))] the individual receiving credit under a consumer credit agreement or the person to whom his rights and duties under the agreement have passed by assignment or operation of law, and in relation to a prospective consumer credit agreement includes the prospective debtor;
- “debtor-creditor agreement ” has the meaning given by section 13;
- “debtor-creditor-supplier agreement ” has the meaning given by section 12;
- “default notice ” has the meaning given by section 87(1);
- [<sup>F60</sup>‘default sum’ has the meaning given by section 187A;]
- “deposit ” means <sup>F61</sup>...any sum payable by a debtor or hirer by way of deposit or down-payment, or credited or to be credited to him on account of any deposit or down-payment, whether the sum is to be or has been paid to the creditor or owner or any other person, or is to be or has been discharged by a payment of money or a transfer or delivery of goods or by any other means;
- [<sup>F62</sup>‘documents’ includes information recorded in any form;]
- <sup>F63</sup>  
.....
- “electric line ” has the meaning given by [<sup>F64</sup>the Electricity Act 1989] or, for Northern Ireland, [<sup>F65</sup>[the Electricity (Northern Ireland) Order 1992]
- [<sup>F66</sup>“electronic communication” means an electronic communication within the meaning of the Electronic Communications Act 2000 (c. 7)“]
- “embodies ” and related words shall be construed in accordance with subsection (4);
- “enforcement authority ” has the meaning given by section 161(1);

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“enforcement order ” means an order under section 65(1), 105(7)(a) or (b), 111(2) or 124(1) or (2);

“executed agreement ” means a document, signed by or on behalf of the parties, embodying the terms of a regulated agreement, or such of them as have been reduced to writing;

F42

...

[<sup>F67</sup>“FCA” means the Financial Conduct Authority;]

“finance ” means to finance wholly or partly, and “financed ” and “refinanced ” shall be construed accordingly;

“file ” and “copy of the file ” have the meanings given by section 158(5);

“fixed-sum credit ” has the meaning given by section 10(1)(b);

“friendly society ” means a society registered [<sup>F68</sup>or treated as registered under the Friendly Societies Act 1974 or the Friendly Societies Act 1992] or a society within the meaning of the <sup>M9</sup>Friendly Societies Act (Northern Ireland) 1970;

“future arrangements ” shall be construed in accordance with section 187;

F69

...

“give ” means deliver or send [<sup>F70</sup>by an appropriate method] to;

“goods ” <sup>M10</sup> has the meaning given by [<sup>F71</sup>section 61(1) of the Sale of Goods Act 1979];

[<sup>F72</sup> “green deal plan” has the meaning given by section 1 of the Energy Act 2011;]

F42

...

“High Court ” means Her Majesty’s High Court of Justice, or the Court of Session in Scotland or the High Court of Justice in Northern Ireland;

“hire-purchase agreement ” means an agreement, other than a conditional sale agreement, under which—

- (a) goods are bailed or (in Scotland) hired in return for periodical payments by the person to whom they are bailed or hired, and
- (b) the property in the goods will pass to that person if the terms of the agreement are complied with and one or more of the following occurs—
  - (i) the exercise of an option to purchase by that person,
  - (ii) the doing of any other specified act by any party to the agreement,
  - (iii) the happening of any other specified event;

“hirer ” means the individual to whom goods are bailed or (in Scotland) hired under a consumer hire agreement, or the person to whom his rights and duties under the agreement have passed by assignment or operation of law, and in relation to a prospective consumer hire agreement includes the prospective hirer;

[<sup>F73</sup>“individual” includes—

- (a) a partnership consisting of two or three persons not all of whom are bodies corporate; and
- (b) an unincorporated body of persons which does not consist entirely of bodies corporate and is not a partnership;]

“installation ” means—

- (a) the installing of any electric line or any gas or water pipe,
- (b) the fixing of goods to the premises where they are to be used, and the alteration of premises to enable goods to be used on them,

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(c) where it is reasonably necessary that goods should be constructed or erected on the premises where they are to be used, any work carried out for the purpose of constructing or erecting them on those premises;

F45  
...

“judgment ” includes an order or decree made by any court;

“land ”, includes an interest in land, and in relation to Scotland includes heritable subjects of whatever description;

“land improvement company ” means an improvement company as defined by section 7 of the <sup>M11</sup>Improvement of Land Act 1899;

“land mortgage ” includes any security charged on land;

F42 F74  
...

F42  
...

F42  
...

“linked transaction ” has the meaning given by section 19(1);

“local authority ”, in relation to England <sup>F75</sup> . . . , means . . . <sup>F76</sup> , a county council, a London borough council, a district council, the Common Council of the City of London, or the Council of the Isles of Scilly [<sup>F77</sup> in relation to Wales means a county council or a county borough council,], and in relation to Scotland, means a [<sup>F78</sup> council constituted under section 2 of the Local Government etc. (Scotland) Act 1994], and, in relation to Northern Ireland, means a district council;

[<sup>F79</sup> . . . ]

“modifying agreement ” has the meaning given by section 82(2);

“mortgage ”, in relation to Scotland, includes any heritable security;

“multiple agreement ” has the meaning given by section 18(1);

“negotiator ” has the meaning given by section 56(1);

“non-commercial agreement ” means a consumer credit agreement or a consumer hire agreement not made by the creditor or owner in the course of a business carried on by him;

“notice ” means notice in writing;

“notice of cancellation ” has the meaning given by section 69(1);

F80  
...

[<sup>F81</sup>“open-end” in relation to a consumer credit agreement, means of no fixed duration;]

“owner ” means a person who bails or (in Scotland) hires out goods under a consumer hire agreement or the person to whom his rights and duties under the agreement have passed by assignment or operation of law, and in relation to a prospective consumer hire agreement, includes the prospective bailor or person from whom the goods are to be hired;

“pawn ” means any article subject to a pledge;

“pawn-receipt ” has the meaning given by section 114;

“pawnee ” and “pawnor ” include any person to whom the rights and duties of the original pawnee or the original pawnor, as the case may be, have passed by assignment or operation of law;

“payment ” includes tender;

F82  
...

“pledge ” means the pawnee’s rights over an article taken in pawn;



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“prescribed ” means prescribed by regulations made by the Secretary of State;

“pre-existing arrangements ” shall be construed in accordance with section 187;

“principal agreement ” has the meaning given by section 19(1);

“protected goods ” has the meaning given by section 90(7);

F42  
...

“redemption period ” has the meaning given by section 116(3);

[<sup>F83</sup>“Regulated Activities Order” means the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001;]

F42  
...

[<sup>F84</sup> “regulated agreement ” means a consumer credit agreement which is a regulated agreement (within the meaning of section 8(3)) or a consumer hire agreement which is a regulated agreement (within the meaning of section 15(2));]

“regulations ” means regulations made by the [<sup>F85</sup>Treasury];

“relative ”, except in section 184, means a person who is an associate by virtue of section 184(1);

“representation ” includes any condition or warranty, and any other statement or undertaking, whether oral or in writing;

“restricted-use credit agreement ” and “restricted-use credit ” have the meanings given by section 11(1);

“rules of court ”, in relation to Northern Ireland means, in relation to the High Court, rules made under section 7 of the <sup>M12</sup>Northern Ireland Act 1962, and, in relation to any other court, rules made by the authority having for the time being power to make rules regulating the practice and procedure in that court;

“running-account credit ” shall be construed in accordance with section 10;

“security ”, in relation to an actual or prospective consumer credit agreement or consumer hire agreement, or any linked transaction, means a mortgage, charge, pledge, bond, debenture, indemnity, guarantee, bill, note or other right provided by the debtor or hirer, or at his request (express or implied), to secure the carrying out of the obligations of the debtor or hirer under the agreement;

“security instrument ” has the meaning given by section 105(2);

“serve on ” means deliver or send [<sup>F70</sup>by an appropriate method] to;

“signed ” shall be construed in accordance with subsection (3);

“small agreement ” has the meaning given by section 17(1), and “small ” in relation to an agreement within any category shall be construed accordingly;

F42  
...

F42  
...

“supplier ” has the meaning given by section 11(1)(b) or 12(c) or 13(c) or, in relation to an agreement falling within section 11(1)(a), means the creditor, and includes a person to whom the rights and duties of a supplier (as so defined) have passed by assignment or operation of law, or (in relation to a prospective agreement) the prospective supplier;

“surety ” means the person by whom any security is provided, or the person to whom his rights and duties in relation to the security have passed by assignment or operation of law;

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“technical grounds ” shall be construed in accordance with subsection (5);  
“time order ” has the meaning given by section 129(1);

[<sup>F86</sup> “total charge for credit ” has the meaning given by section 20;]

“total price ” means the total sum payable by the debtor under a hire-purchase agreement or a conditional sale agreement, including any sum payable on the exercise of an option to purchase, but excluding any sum payable as a penalty or as compensation or damages for a breach of the agreement;

<sup>F87</sup>  
.....

“unexecuted agreement ” means a document embodying the terms of a prospective regulated agreement, or such of them as it is intended to reduce to writing;

<sup>F42</sup>  
...

“unrestricted-use credit agreement ” and “unrestricted-use credit ” have the meanings given by section 11(2);

“working day ” means any day other than—

- (a) Saturday or Sunday,
- (b) Christmas Day or Good Friday,
- (c) a bank holiday within the meaning given by section 1 of the <sup>M13</sup>Banking and Financial Dealings Act 1971.

[ In sections <sup>F89</sup>... 70(4), 73(4) and 75(2) <sup>F90</sup>... ‘costs’, in relation to proceedings in <sup>F88</sup>(1A) Scotland, means expenses.]

- (2) A person is not to be treated as carrying on a particular type of business merely because occasionally he enters into transactions belonging to a business of that type.

[ For the purpose of the definitions of “authorised business overdraft agreement” <sup>F91</sup>(2A) and “authorised non-business overdraft agreement” [<sup>F92</sup>article 60C(5) and (6) of the Regulated Activities Order applies].]

- (3) Any provision of this Act requiring a document to be signed is complied with by a body corporate if the document is sealed by that body.

This subsection does not apply to Scotland.

- (4) A document embodies a provision if the provision is set out either in the document itself or in another document referred to in it.

- (5) An application dismissed by the court or the FCA shall, if the court or the FCA (as the case may be) so certifies, be taken to be dismissed on technical grounds only.

- (6) Except in so far as the context otherwise requires, any reference in this Act to an enactment shall be construed as a reference to that enactment as amended by or under any other enactment, including this Act.

- (7) In this Act, except where otherwise indicated—

- (a) a reference to a numbered Part, section or Schedule is a reference to the Part or section of, or the Schedule to, this Act so numbered, and
- (b) a reference in a section to a numbered subsection is a reference to the subsection of that section so numbered, and

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- (c) a reference in a section, subsection or Schedule to a numbered paragraph is a reference to the paragraph of that section, subsection or Schedule so numbered.]

### Textual Amendments

- F42** Words in s. 189(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 \(S.I. 2013/1881\)](#), arts. 1(2)(6), **20(60)(a)(i)**
- F43** S. 189(1): definition of "appropriate method" inserted (31.12.2004) by [The Consumer Credit Act 1974 \(Electronic Communications\) Order 2004 \(S.I. 2004/3236\)](#), **art. 2(8)**
- F44** S. 189(1): definitions of "authorised business overdraft agreement" and "authorised non-business overdraft agreement" inserted (30.4.2010) by [The Consumer Credit \(EU Directive\) Regulations 2010 \(S.I. 2010/1010\)](#), **regs. 19(2)**, 99(2)(a) (with regs. 100, 101)
- F45** S. 189(1): definitions repealed (1.12.2001) by [S.I. 2001/3649](#), **art. 176(a)**
- F46** Definition of "building society" substituted by [Building Societies Act 1986 \(c. 53, SIF 16\)](#), s. 120, **Sch. 18 para. 10(4)**
- F47** S. 189(1): words in definition of "charity" substituted (14.3.2012) by [Charities Act 2011 \(c. 25\)](#), ss. 354(1), 355, **Sch. 7 para. 29** (with s. 20(2), Sch. 8)
- F48** S. 189(1): words in definition of "charity" substituted (1.4.2006) by [The Charities and Trustee Investment \(Scotland\) Act 2005 \(Consequential Provisions and Modifications\) Order 2006 \(S.I. 2006/242\)](#), arts. 1(3), 5, **Sch. para. 1(a)**
- F49** S. 189(1): words in definition of "charity" inserted (1.4.2006) by [The Charities and Trustee Investment \(Scotland\) Act 2005 \(Consequential Provisions and Modifications\) Order 2006 \(S.I. 2006/242\)](#), arts. 1(3), 5, **Sch. para. 1(b)**
- F50** S. 189(1): definition of "consumer credit business" substituted (6.4.2008) by [Consumer Credit Act 2006 \(c. 14\)](#), ss. {23(a)}, 71(2); [S.I. 2007/3300](#), **art. 3(2)**, Sch. 2
- F51** S. 189(1): definition of "consumer hire business" substituted (6.4.2008) by [Consumer Credit Act 2006 \(c. 14\)](#), ss. {23(b)}, 71(2); [S.I. 2007/3300](#), **art. 3(2)**, Sch. 2
- F52** S. 189(1): definition of "costs" repealed (6.4.2008) by [Consumer Credit Act 2006 \(c. 14\)](#), ss. 70, 71(2), **Sch. 4**; [S.I. 2007/3300](#), **art. 3(2)**, Sch. 2
- F53** S. 189(1): definition of "credit information services" inserted (16.6.2006) by [Consumer Credit Act 2006 \(c. 14\)](#), ss. {25(5)}, 71(2); [S.I. 2006/1508](#), **art. 3(1)**, Sch. 1
- F54** Words in s. 189(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 \(S.I. 2013/1881\)](#), arts. 1(2)(6), **20(60)(a)(ii)**
- F55** S. 189(1): definition of "credit intermediary" inserted (30.4.2010) by [The Consumer Credit \(EU Directive\) Regulations 2010 \(S.I. 2010/1010\)](#), **regs. 42**, 99(2)(d) (with regs. 100, 101)
- F56** Words in s. 189(1) inserted (E.W.S.) (28.2.2014) by [The Consumer Credit Act 1974 \(Green Deal\) \(Amendment\) Order 2014 \(S.I. 2014/436\)](#), arts. 1(2), **5(a)** (with art. 1(3))
- F57** Words in s. 189(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 \(S.I. 2013/1881\)](#), arts. 1(2)(6), **20(60)(a)(iii)**
- F58** S. 189(1): definition of "debt administration" inserted (16.6.2006) by [Consumer Credit Act 2006 \(c. 14\)](#), ss. {24(6)}, 71(2); [S.I. 2006/1508](#), **art. 3(1)**, Sch. 1
- F59** Words in s. 189(1) inserted (E.W.S.) (28.2.2014) by [The Consumer Credit Act 1974 \(Green Deal\) \(Amendment\) Order 2014 \(S.I. 2014/436\)](#), arts. 1(2), **5(b)** (with art. 1(3))
- F60** S. 189(1): definition of "default sum" inserted (16.6.2006) by [Consumer Credit Act 2006 \(c. 14\)](#), ss. {18(2)}, 71(2); [S.I. 2006/1508](#), **art. 3(1)**, Sch. 1
- F61** Words in s. 189(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 \(S.I. 2013/1881\)](#), arts. 1(2)(6), **20(60)(a)(iv)**

*Status: Point in time view as at 28/02/2014.*

*Changes to legislation: Consumer Credit Act 1974, Part XII is up to date with all changes known to be in force on or before 17 March 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)*

- F62** S. 189(1): definition of "documents" inserted (6.4.2008) by Consumer Credit Act 2006 (c. 14), ss. {51(6)}, 71(2); S.I. 2007/3300, **art. 3(2)**, Sch. 2
- F63** S. 189(1): definition of "Director" repealed (1.4.2003) by Enterprise Act 2002 (c. 40), ss. 278, 279, **Sch. 25 para. 6(38)(a)(i)**, **Sch. 26**; S.I. 2003/766, **art. 2**, Sch. (with art. 3)
- F64** Words "the Electricity Act 1989" substituted (E.W.S.) for "the Electric Lighting Act 1882" by Electricity Act 1989 (c. 29, SIF 44:1), s. 112(1)(3), Sch. 16 para. 17(1)(3), Sch. 17 paras. 33, **35(1)**
- F65** S. 189(1): words in definition of "electric line" substituted (N.I.) (1.4.1992) by S.I. 1992/231 (N.I. 1), art. 95(1), **Sch. 12 para. 15**; S.R. 1992/117, **art. 3**.
- F66** S. 189(1): definition of "electronic communication" inserted (31.12.2004) by The Consumer Credit Act 1974 (Electronic Communications) Order 2004 (S.I. 2004/3236), **art. 2(8)**
- F67** Words in s. 189(1) inserted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by The Financial Services Act 2012 (Consumer Credit) Order 2013 (S.I. 2013/1882), arts. 1(1), **7(22)(a)(i)**
- F68** S. 189(1): words in definition of "friendly society" substituted (1.12.2001) by S.I. 2001/3649, **art. 176(c)**
- F69** Words in s. 189(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 Act 2012 (Consumer Credit) Order 2013 (S.I. 2013/1882), arts. 1(1), **7(22)(a)(ii)**
- F70** Words in s. 189(1) substituted (31.12.2004) by The Consumer Credit Act 1974 (Electronic Communications) Order 2004 (S.I. 2004/3236), **art. 2(9)**
- F71** Words substituted by Sale of Goods Act 1979 (c. 54, SIF 109:1), s. 63, **Sch. 2 para. 18**
- F72** Words in s. 189(1) inserted (E.W.S.) (28.2.2014) by The Consumer Credit Act 1974 (Green Deal) (Amendment) Order 2014 (S.I. 2014/436), arts. 1(2), **5(c)** (with art. 1(3))
- F73** S. 189(1): definition of "individual" substituted (6.4.2007) by Consumer Credit Act 2006 (c. 14), ss. {1}, 71(2) (with Sch. 3 paras. 17, 29); S.I. 2007/123, **art. 3(2)**, Sch. 2 (with transitional provisions in arts. 4, 5)
- F74** S. 189(1): words in definition of "licence" repealed (6.4.2008) by Consumer Credit Act 2006 (c. 14), ss. 70, 71(2), **Sch. 4**; S.I. 2007/3300, **art. 3(2)**, Sch. 2
- F75** Words in s. 189(1) repealed (E.W.) (1.4.1996) by 1994 c. 19, s. 66(6)(8), Sch. 16 para. 45, **Sch. 18** (with ss. 54(5)(7), 55(5)); S.I. 1996/396, art. 4, **Sch. 2**
- F76** Words repealed by Local Government Act 1985 (c. 51, SIF 81:1), s. 102, **Sch. 17**
- F77** Words in s. 189(1) inserted (E.W.) (1.4.1996) by 1994 c. 19, s.66(6)(8), **Sch. 16 para. 45** (with ss. 54(5)(7), 55(5)); S.I. 1996/396, art. 4, **Sch. 2**
- F78** Words in s. 189(1) substituted (S.) (1.4.1996) by 1994 c. 39, s. 180(1), **Sch. 13 para. 94**; S.I. 1996/323, **art. 4(1)**
- F79** Definition of "minor" in relation to Scotland repealed (S.) (25.9.1991) by Age of Legal Capacity (Scotland) Act 1991 (c. 50, SIF 60), ss. 10, 11(2), **Sch. 2** (with s. 1(3)).
- F80** Words in s. 189(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 Act 2012 (Consumer Credit) Order 2013 (S.I. 2013/1882), arts. 1(1), **7(22)(a)(iii)**
- F81** S. 189(1): definition of "open-end" inserted (30.4.2010) by The Consumer Credit (EU Directive) Regulations 2010 (S.I. 2010/1010), **regs. 39**, 99(2)(b) (with regs. 100, 101)
- F82** S. 189(1): definition of "personal credit agreement" repealed (6.4.2008 for certain purposes, otherwise 31.10.2008) by Consumer Credit Act 2006 (c. 14), ss. 70, 71(2), **Sch. 4**; S.I. 2008/831, **art. 3(1)(2)**, Schs. 2, 3 (as amended by S.I. 2008/2444, **art. 2**)
- F83** Words in s. 189(1) inserted (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), arts. 1(2)(6), **20(60)(a)(v)**
- F84** Words in s. 189(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), arts. 1(2)(6), **20(60)(a)(vi)**

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*Changes to legislation: Consumer Credit Act 1974, Part XII is up to date with all changes known to be in force on or before 17 March 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)*

- F85** Word in s. 189(1) substituted (26.7.2013 for specified purposes, 1.4.2014 in so far as not already in force) by [The Financial Services Act 2012 \(Consumer Credit\) Order 2013 \(S.I. 2013/1882\)](#), arts. 1(1), [7\(22\)\(a\)\(iv\)](#)
- F86** Words in s. 189(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 \(S.I. 2013/1881\)](#), arts. 1(2)(6), [20\(60\)\(a\)\(vii\)](#)
- F87** S189: definition of "the Tribunal" omitted (1.9.2009) by virtue of [The Transfer of Functions of the Consumer Credit Appeals Tribunal Order 2009 \(S.I. 2009/1835\)](#), arts. 1, 4(1), [Sch. 1 para. 8\(a\)\(ii\)](#) (with Sch. 4)
- F88** S. 189(1A) inserted (6.4.2008) by [Consumer Credit Act 2006 \(c. 14\)](#), ss. {27(3)}, 71(2); S.I. 2007/3300, [art. 3\(2\)](#), Sch. 2
- F89** Word in s. 189(1A) 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 \(S.I. 2013/1881\)](#), arts. 1(2)(6), [20\(60\)\(b\)](#)
- F90** Words in s. 189(1A) omitted (1.9.2009) by virtue of [The Transfer of Functions of the Consumer Credit Appeals Tribunal Order 2009 \(S.I. 2009/1835\)](#), arts. 1, 4(1), [Sch. 1 para. 8\(b\)](#) (with Sch. 4)
- F91** S. 189(2A) inserted (30.4.2010) by [The Consumer Credit \(EU Directive\) Regulations 2010 \(S.I. 2010/1010\)](#), [regs. 19\(3\)](#), 99(2)(a) (with regs. 100, 101)
- F92** Words in s. 189(2A) 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 \(S.I. 2013/1881\)](#), arts. 1(2)(6), [20\(60\)\(c\)](#)

#### Marginal Citations

- M7** 1878 c. 31.  
**M8** 1879 c. 50.  
**M9** 1970 c. 31. (N.I.)  
**M10** 1894 c. 71 (56 & 57 Vict.).  
**M11** 1899 c. 46.  
**M12** 1962 c. 30.  
**M13** 1971 c. 80.

#### <sup>F93</sup>189A Meaning of “consumer credit EEA firm ”

.....

#### Textual Amendments

- F93** S. 189A omitted (26.7.2013 for specified purposes) by virtue of [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) \(No.2\) Order 2013 \(S.I. 2013/1881\)](#), arts. 1(2)(6), [20\(61\)](#)

#### [<sup>F94</sup>189B Green deal plans

- (1) A green deal plan is to be treated as a consumer credit agreement for the purposes of this Act if (and only if)—
- (a) the property in relation to the plan is a domestic property at the time when the plan is commenced, or
  - (b) if paragraph (a) does not apply, the occupier or owner of the property who makes the arrangement for the plan is an individual.
- (2) In the application of this Act to a green deal consumer credit agreement—

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- (a) the creditor is to be treated as being—
    - (i) the green deal provider (within the meaning of Chapter 1 of Part 1 of the Energy Act 2011) for the plan, or
    - (ii) the person to whom the provider’s rights and duties under the plan have passed by assignment or operation of law,
  - (b) credit is to be treated as advanced under the agreement of an amount equal to the amount of the improvement costs, and
  - (c) the advance of credit is to be treated as made on the completion of the installation of the energy efficiency improvements to the property (but this paragraph is subject to any term of the green deal plan providing that part of the advance is to be treated as made on completion of any part of the installation).
- (3) A reference in a provision of this Act listed in the first column of the table in Schedule 2A to the debtor is, in the application of the provision in relation to a green deal consumer credit agreement, to be read as a reference to—
- (a) a person who at the relevant time falls (or fell) within the description or descriptions specified in the corresponding entry in the second column of the table, or
  - (b) if more than one description is specified and at the relevant time different persons fall (or fell) within the descriptions, each of those persons,
- and except as provided by this subsection, a person is not and is not to be treated as the debtor in relation to the agreement.
- (4) Where by virtue of subsection (3) a reference to the debtor in a listed provision is to be read as a reference to the improver, it is to be assumed in applying the provision in relation to the green deal consumer credit agreement that the improver is provided with credit on the terms of the green deal plan.
- (5) Where by virtue of subsection (3) a reference to the debtor in a listed provision is to be read as a reference to a person who is not the improver, it is to be assumed in applying the provision in relation to the green deal consumer credit agreement—
- (a) if the provision in question is any of sections 94 to 97A (which together make provision about early payment by the debtor), that the person is provided with credit on terms that the person is liable to pay all the instalments under the green deal plan;
  - (b) in any other case, that the person is provided with credit on those terms of the green deal plan that bind or benefit the person for any period by virtue of regulations under section 6(2)(b) of the Energy Act 2011.
- (6) References in this section and in Schedule 2A to the “improver”, “first bill payer”, “current bill payer” and “previous bill payer” are to be read as follows—
- (a) a person is the “improver” if the person—
    - (i) is the owner or occupier of the property, and
    - (ii) is the person who makes (or has made or proposes to make) the arrangement for the green deal plan,
 but this is subject to section 189C(4) in cases where the person is not an individual;
  - (b) a person is the “first bill payer” if the person is liable to pay the energy bills for the property at the time when the green deal plan is commenced;

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- (c) a person is the “current bill payer” if the person is liable by virtue of section 1(6)(a) of the Energy Act 2011 to pay instalments under the plan as a result of being for the time being liable to pay the energy bills for the property;
  - (d) a person is a “previous bill payer” if, as a result of previously falling within paragraph (c) for an earlier period, the person has an outstanding payment liability under the plan in respect of that period.
- (7) References in this Act to a prospective consumer credit agreement, and references to the creditor and debtor in relation to such an agreement, are to be read in accordance with this section in the case of prospective green deal consumer credit agreements.
- (8) In this section and in section 189C—
- “domestic property” means a building or part of a building that is occupied as a dwelling or (if not occupied) is intended to be occupied as a dwelling;
  - “energy bill” has the same meaning as in section 1 of the Energy Act 2011;
  - “energy efficiency improvements” has the meaning given by section 2(4) of the Energy Act 2011;
  - “green deal consumer credit agreement” means a green deal plan that is to be treated as a consumer credit agreement for the purposes of this Act by virtue of subsection (1);
  - “improvement costs”, in relation to a green deal plan, are the costs of the energy efficiency improvements to the property which are to be paid by instalments under the plan after the time when credit is to be treated as being advanced by virtue of subsection (2) (but ignoring any interest or other charges for credit in determining those costs);
  - “listed provision” means a provision of this Act listed in the first column of Schedule 2A;
  - “occupier” and “owner” have the same meanings as in Chapter 1 of Part 1 of the Energy Act 2011;
  - “property”, in relation to a green deal plan, means the property to which the energy efficiency improvements under the plan are or are intended to be made.

#### Textual Amendments

**F94** Ss. 189B-189D inserted (E.W.S) (28.2.2014) by [The Consumer Credit Act 1974 \(Green Deal\) \(Amendment\) Order 2014 \(S.I. 2014/436\)](#), arts. 1(2), 6 (with art. 1(3))

### 189C Section 189B: supplementary provision

- (1) A green deal consumer credit agreement is to be treated—
  - (a) as an agreement for fixed-sum credit within the meaning of section 10(1)(b);
  - (b) as a credit agreement for the purposes of sections 140A and 140B (and section 140C(1) is to be read accordingly).
- (2) Where a green deal consumer credit agreement is a regulated agreement within the meaning of this Act (see section 8(3)), it is to be treated as a restricted-use agreement that falls within section 11(1)(a).
- (3) Sections 81, 140C(2) and 176(5) do not apply in the case of a green deal consumer credit agreement.

*Status: Point in time view as at 28/02/2014.*

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- (4) A person who is not an individual is to be treated as the improver in relation to any listed provision in the first column of the table in Schedule 2A only if the corresponding entry in the second column of the table so specifies.
- (5) For the purposes of section 189B—
- (a) a green deal plan is commenced when—
    - (i) the occupier or owner of the property signs in the prescribed manner a document in relation to the plan in accordance with section 61(1) (requirements as to form and content of regulated agreements), or
    - (ii) if the occupier or owner of the property does not sign such a document, the green deal plan is made;
  - (b) a person is liable to pay the energy bills for a property at any time if the person would be treated as the bill payer for the property at that time for the purposes of Chapter 1 of Part 1 of the Energy Act 2011 (see section 2(3) and (10)).

#### Textual Amendments

**F94** Ss. 189B-189D inserted (E.W.S) (28.2.2014) by [The Consumer Credit Act 1974 \(Green Deal\) \(Amendment\) Order 2014 \(S.I. 2014/436\)](#), arts. 1(2), 6 (with art. 1(3))

#### 189D Section 189B: temporary provision

- (1) For the period beginning on the date when this section comes into force and ending on 31st March 2014, the table in Schedule 2A is to be read as if it included the following entries—

<i>Section of this Act</i>	<i>References to “debtor” are to be read as references to the...</i>
Sections 16, 16A, 16B, 16C	- improver
Section 20	- improver - first bill payer
Section 40	- improver (including an improver who is not an individual) - current bill payer - previous bill payer
Section 55A	- improver - first bill payer, except for the purposes of subsection (1)(b)
Section 55B	- improver - first bill payer
Section 82A	- improver - current bill payer - previous bill payer
Section 145	- current bill payer - previous bill payer



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<i>Section of this Act</i>	<i>References to “debtor” are to be read as references to the...</i>
Section 149	- improver (including an improver who is not an individual) - current bill payer - previous bill payer
Section 160A	- improver

(2) This section ceases to have effect on 1st April 2014.]

#### Textual Amendments

**F94** Ss. 189B-189D inserted (E.W.S) (28.2.2014) by [The Consumer Credit Act 1974 \(Green Deal\) \(Amendment\) Order 2014 \(S.I. 2014/436\)](#), arts. 1(2), **6** (with art. 1(3))

## 190 Financial provisions.

- (1) There shall be defrayed out of money provided by Parliament—
- all expenses incurred by the Secretary of State in consequence of the provisions of this Act;
  - any expenses incurred in consequence of those provisions by any other Minister of the Crown or Government department;
  - any increase attributable to this Act in the sums payable out of money so provided under the <sup>M14</sup>Superannuation Act 1972 or the <sup>M15</sup>Fair Trading Act 1973.

<sup>F95</sup>(2) .....

#### Textual Amendments

**F95** S. 190(2) omitted (26.7.2013 for specified purposes) by virtue of [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) \(No.2\) Order 2013 \(S.I. 2013/1881\)](#), arts. 1(2)(6), **20(62)**

#### Marginal Citations

**M14** 1972 c. 11.

**M15** 1973 c. 41.

## 191 Special provisions as to Northern Ireland.

<sup>F96</sup>(1) .....

<sup>F96</sup>(2) .....

- (3) Nothing in this Act shall authorise any Northern Ireland department to incur any expenses attributable to the provisions of this Act until provision has been made for those expenses to be defrayed out of money appropriated for the purpose.
- (4) The power of the Department of Commerce for Northern Ireland to make an order under section 178 shall be exercisable by statutory rule for the purposes of the

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[<sup>F97</sup>Statutory Rules (Northern Ireland) Order 1979], and any such order shall be subject to negative resolution within the meaning of the <sup>M16</sup>Interpretation Act (Northern Ireland) 1954 as if it were a statutory instrument within the meaning of that Act.

- (5) In this Act “enactment ” includes an enactment of the Parliament of Northern Ireland or the Northern Ireland Assembly, and “Act ” shall be construed in a corresponding manner; and (without prejudice to section 189(6)) any reference in this Act to such an enactment shall include a reference to any enactment re-enacting it with or without modifications.
- (6) Section 38 of the <sup>M17</sup>Interpretation Act 1889 (effect of repeals) shall have the same operation in relation to any repeal by this Act of an enactment of the Parliament of Northern Ireland as it has in relation to the repeal of an Act of the Parliament of the United Kingdom, references in that section of the Act of 1889 to Acts and enactments being construed accordingly.

#### Textual Amendments

**F96** S. 191(1)(2) omitted (26.7.2013 for specified purposes) by virtue of [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Amendment\) \(No.2\) Order 2013](#) (S.I. 2013/1881), arts. 1(2)(6), **20(63)**

**F97** Words substituted by [S.I. 1979/1573](#), art. 11(1), **Sch. 4 para. 15**

#### Marginal Citations

**M16** 1954 c. 33. (N.I.)

**M17** 1889 c. 63.

## 192 Transitional and commencement provisions, amendments and repeals.

- (1) The provisions of Schedule 3 shall have effect for the purposes of this Act.
- (2) The appointment of a day for the purposes of any provision of Schedule 3 shall be effected by an order of the Secretary of State made by statutory instrument; and any such order shall include a provision amending Schedule 3 so as to insert an express reference to the day appointed.
- <sup>X1</sup>(3) Subject to subsection (4)—
- (a) the enactments specified in Schedule 4 shall have effect subject to the amendments specified in that Schedule (being minor amendments or amendments consequential on the preceding provisions of this Act), and
  - (b) the enactments specified in Schedule 5 are hereby repealed to the extent shown in column 3 of that Schedule.
- (4) The Secretary of State shall by order made by statutory instrument provide for the coming into operation of the amendments contained in Schedule 4 and the repeals contained in Schedule 5, and those amendments and repeals shall have effect only as provided by an order so made.

#### Subordinate Legislation Made

**P1** Power of appointment conferred by s. 192(2) fully exercised: [S.I. 1975/2123](#), 1977/325, 802, 2163, 1980/50, 1983/1551, 1984/436 and 1989/1128

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**P2** Power of appointment conferred by s. 192(4) exercised: [S.I. 1977/325](#), 802, 1979/1685, 1980/50, 1981/280, 1983/1551

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**Editorial Information**

**X1** The text of ss. 3(a)(b)(c), 5, 42(1)(2)(3), 192(3)(a)(b), Sch. 4 Pt. I paras. 1, 2, 5, 7 - 9, 11 - 17, 19, 22 - 28, 30 - 32, 34 - 37, Sch. 4 Pt. II paras. 39, 40, 43 - 45, 49 - 51 and Sch. 5 is in the form in which it was originally enacted: it was not reproduced in Statutes in Force and does not reflect any amendments or repeals which may have been made prior to 1.2.1991.

**193 Short title and extent.**

- (1) This Act may be cited as the Consumer Credit Act 1974.
- (2) This Act extends to Northern Ireland.

**Status:**

Point in time view as at 28/02/2014.

**Changes to legislation:**

Consumer Credit Act 1974, Part XII is up to date with all changes known to be in force on or before 17 March 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.