



Consumer Credit Act 1974

1974 CHAPTER 39

PART XI

ENFORCEMENT OF ACT

171 Onus of proof in various proceedings

- (1) If an agreement contains a term signifying that in the opinion of the parties section 10(3)(b)(iii) does not apply to the agreement, it shall be taken not to apply unless the contrary is proved.
- (2) It shall be assumed in any proceedings, unless the contrary is proved, that when a person initiated a transaction as mentioned in section 19(1)(c) he knew the principal agreement had been made, or contemplated that it might be made.
- (3) Regulations under section 44 or 52 may make provision as to the onus of proof in any proceedings to enforce the regulations.
- (4) In proceedings brought by the creditor under a credit-token agreement—
 - (a) it is for the creditor to prove that the credit-token was lawfully supplied to the debtor, and was accepted by him, and
 - (b) if the debtor alleges that any use made of the credit token was not authorised by him, it is for the creditor to prove either—
 - (i) that the use was so authorised, or
 - (ii) that the use occurred before the creditor had been given notice under section 84(3).
- (5) In proceedings under section 50(1) in respect of a document received by a minor at any school or other educational establishment for minors, it is for the person sending it to him at that establishment to prove that he did not know or suspect it to be such an establishment.
- (6) In proceedings under section 119(1) it is for the pawnee to prove that he had reasonable cause to refuse to allow the pawn to be redeemed.

Status: This is the original version (as it was originally enacted).

- (7) If, in proceedings referred to in section 139(1), the debtor or any surety alleges that the credit bargain is extortionate it is for the creditor to prove the contrary.