
STATUTORY INSTRUMENTS

2020 No. 1139

The Alternative Dispute Resolution for Consumer Disputes (Extension of Time Limits for Legal Proceedings) (Amendment etc.) (EU Exit) Regulations 2020

PART 2

Amendment of primary legislation

Amendment of the Prescription and Limitation (Scotland) Act 1973

- 2.—(1) The Prescription and Limitation (Scotland) Act 1973(1) is amended as follows.
- (2) In subsection (2) of section 14 (computation of prescriptive periods)—
- (a) omit the definition of “ADR Directive”;
 - (b) for the definition of “ADR entity” substitute—

““ADR entity” means a person whose name appears on a list maintained in accordance with regulation 10 of the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015 ([S.I. 2015/542](#))(2);”;
 - (c) for the definition of “ADR procedure” substitute—

““ADR procedure” means a procedure for the out-of-court resolution of disputes through the intervention of an ADR entity which proposes or imposes a solution or brings the parties together with the aim of facilitating an amicable solution;”;
 - (d) after the definition of “ADR procedure” insert—

““consumer” means an individual acting for purposes which are wholly or mainly outside that individual’s trade, business, craft or profession;”;
 - (e) for the definition of “relevant consumer dispute” substitute—

““relevant consumer dispute” means a dispute that—

 - (a) concerns obligations under a sales contract or a service contract, and
 - (b) is between a trader established in the United Kingdom or the European Union and a consumer resident in the United Kingdom,

which the parties attempt to settle by recourse to a non-binding ADR procedure;”;
 - (f) after the definition of “relevant cross-border dispute” insert—

““sales contract” means a contract under which a trader transfers, or agrees to transfer, the ownership of goods to a consumer and the consumer pays, or agrees to pay, the price, including any contract that has both goods and services as its object;

(1) 1973 c. 52. Subsection (2) of section 14 was amended by [S.I. 2015/1392](#).

(2) [S.I. 2015/542](#). Regulation 4 was amended by [S.I. 2015/1392](#).

“service contract” means a contract, other than a sales contract, under which a trader supplies, or agrees to supply, a service to a consumer and the consumer pays, or agrees to pay, the price;

“trader” means a person acting for purposes relating to that person’s trade, business, craft or profession, whether acting personally or through another person acting in the trader’s name or on the trader’s behalf.”.

Amendment of the Limitation Act 1980

3.—(1) The Limitation Act 1980(3) is amended as follows.

(2) In subsection (1) of section 33B (extension of time limits because of alternative dispute resolution in certain cross border or domestic contractual disputes)—

(a) omit paragraph (a);

(b) for paragraph (b) substitute—

“(b) “ADR entity” means a person whose name appears on a list maintained in accordance with regulation 10 of the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015 (S.I. 2015/542);”;

(c) for paragraph (d) substitute—

“(d) “ADR procedure” means a procedure for the out-of-court resolution of disputes through the intervention of an ADR entity which proposes or imposes a solution or brings the parties together with the aim of facilitating an amicable solution;”;

(d) after paragraph (d) insert—

“(da) “consumer” means an individual acting for purposes which are wholly or mainly outside that individual’s trade, business, craft or profession;”;

(e) for paragraph (f) substitute—

“(f) “relevant dispute” means a dispute that—

(i) concerns obligations under a sales contract or a service contract, and

(ii) is between a trader established in the United Kingdom or the European Union and a consumer resident in the United Kingdom,

which the parties attempt to settle by recourse to a non-binding ADR procedure;”;

(f) after paragraph (f) insert—

“(g) “sales contract” means a contract under which a trader transfers, or agrees to transfer, the ownership of goods to a consumer and the consumer pays, or agrees to pay, the price, including any contract that has both goods and services as its object;

(h) “service contract” means a contract, other than a sales contract, under which a trader supplies, or agrees to supply, a service to a consumer and the consumer pays, or agrees to pay, the price;

(i) “trader” means a person acting for purposes relating to that person’s trade, business, craft or profession, whether acting personally or through another person acting in the trader’s name or on the trader’s behalf.”.

Amendment of the Foreign Limitation Periods Act 1984

4.—(1) The Foreign Limitation Periods Act 1984(4) is amended as follows.

(2) In subsection (1) of section 1B (extension of limitation periods because of alternative dispute resolution in certain cross-border or domestic contractual disputes)—

- (a) omit paragraph (a);
- (b) for paragraph (b) substitute—
 - “(b) “ADR entity” means a person whose name appears on a list maintained in accordance with regulation 10 of the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015 (S.I. 2015/542);”;
- (c) for paragraph (d) substitute—
 - “(d) “ADR procedure” means a procedure for the out-of-court resolution of disputes through the intervention of an ADR entity which proposes or imposes a solution or brings the parties together with the aim of facilitating an amicable solution;”;
- (d) after paragraph (d) insert—
 - “(da) “consumer” means an individual acting for purposes which are wholly or mainly outside that individual’s trade, business, craft or profession;”;
- (e) for paragraph (f) substitute—
 - “(f) “relevant dispute” means a dispute that—
 - (i) concerns obligations under a sales contract or a service contract, and
 - (ii) is between a trader established in the United Kingdom or the European Union and a consumer resident in the United Kingdom,which the parties attempt to settle by recourse to a non-binding ADR procedure;”;
- (f) after paragraph (f) insert—
 - “(g) “sales contract” means a contract under which a trader transfers, or agrees to transfer, the ownership of goods to a consumer and the consumer pays, or agrees to pay, the price, including any contract that has both goods and services as its object;
 - (h) “service contract” means a contract, other than a sales contract, under which a trader supplies, or agrees to supply, a service to a consumer and the consumer pays, or agrees to pay, the price;
 - (i) “trader” means a person acting for purposes relating to that person’s trade, business, craft or profession, whether acting personally or through another person acting in the trader’s name or on the trader’s behalf.”.

Amendment of the Limitation (Northern Ireland) Order 1989

5.—(1) The Limitation (Northern Ireland) Order 1989(5) is amended as follows.

(2) In paragraph (5) of article 51B (extension of time limits: non-binding ADR procedure)—

- (a) omit the definition of “ADR Directive”;
- (b) for the definition of “ADR entity” substitute—

(4) 1984 c. 16. Section 1B was inserted by S.I. 2015/1392.

(5) S.I. 1989/1339 (N.I. 11). Article 51B was inserted by S.I. 2015/1392.

““ADR entity” means a person whose name appears on a list maintained in accordance with regulation 10 of the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015 (S.I. 2015/542);”;

(c) for the definition of “ADR procedure” substitute—

““ADR procedure” means a procedure for the out-of-court resolution of disputes through the intervention of an ADR entity which proposes or imposes a solution or brings the parties together with the aim of facilitating an amicable solution;”;

(d) after the definition of “ADR procedure” insert—

““consumer” means an individual acting for purposes which are wholly or mainly outside that individual’s trade, business, craft or profession;”;

(e) for the definition of “relevant dispute” substitute—

““relevant dispute” means a dispute that—

- (a) concerns obligations under a sales contract or a service contract, and
- (b) is between a trader established in the United Kingdom or the European Union and a consumer resident in the United Kingdom,

which the parties attempt to settle by recourse to a non-binding ADR procedure;”;

(f) after the definition of “relevant dispute” insert—

““sales contract” means a contract under which a trader transfers, or agrees to transfer, the ownership of goods to a consumer and the consumer pays, or agrees to pay, the price, including any contract that has both goods and services as its object;

““service contract” means a contract, other than a sales contract, under which a trader supplies, or agrees to supply, a service to a consumer and the consumer pays, or agrees to pay, the price;

““trader” means a person acting for purposes relating to that person’s trade, business, craft or profession, whether acting personally or through another person acting in the trader’s name or on the trader’s behalf.”.