



Consumer Credit Act 1974

1974 CHAPTER 39

PART IX

JUDICIAL CONTROL

Extension of time

129 Time orders.

- (1) [^{F1}Subject to subsection (3) below,] if it appears to the court just to do so—
- (a) on an application for an enforcement order; or
 - (b) on an application made by a debtor or hirer under this paragraph after service on him of—
 - (i) a default notice, or
 - (ii) a notice under section 76(1) or 98(1); or
 - [^{F2}(ba) on an application made by a debtor or hirer under this paragraph after he has been given a notice under section 86B or 86C; or]
 - (c) in an action brought by a creditor or owner to enforce a regulated agreement or any security, or recover possession of any goods or land to which a regulated agreement relates,
- the court may make an order under this section (a “time order”).
- (2) A time order shall provide for one or both of the following, as the court considers just—
- (a) the payment by the debtor or hirer or any surety of any sum owed under a regulated agreement or a security by such instalments, payable at such times, as the court, having regard to the means of the debtor or hirer and any surety, considers reasonable;
 - (b) the remedying by the debtor or hirer of any breach of a regulated agreement (other than non-payment of money) within such period as the court may specify.

Changes to legislation: Consumer Credit Act 1974, Cross Heading: Extension of time is up to date with all changes known to be in force on or before 04 April 2019. 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)

[^{F3}(3) Where in Scotland a time to pay direction or a time to pay order has been made in relation to a debt, it shall not thereafter be competent to make a time order in relation to the same debt.]

Annotations:

Amendments (Textual)

- F1** Words added (S.) by [Debtors \(Scotland\) Act 1987 \(c. 18, SIF 45:2\)](#), **ss. 108(1)** (2), 109(3), Sch. 6 para. 17(a), Sch. 7 para. 5
- F2** S. 129(1)(ba) inserted (1.10.2008) by [Consumer Credit Act 2006 \(c. 14\)](#), ss. {16(1)}, 71(2) (with Sch. 3 para. 12); [S.I. 2007/3300](#), **art. 3(3)**, Sch. 3
- F3** S. 129(3) added (S.) by [Debtors \(Scotland\) Act 1987 \(c. 18, SIF 45:2\)](#), **ss. 108(1)** (2), 109(3), Sch. 6 para. 17(b), Sch. 7 para. 5

Modifications etc. (not altering text)

- C1** S. 129 excluded (1.4.1999) by [S.I. 1997/687](#), **art. 9(1)(a)(iv)** (as inserted (1.4.1999) by [S.I. 1999/754](#), **art. 2(2)**)
- C2** [Ss. 129-130 excluded \(E.W.S.\) \(15.7.2014\) by The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Green Deal\) \(Amendment\) Order 2014 \(S.I. 2014/1850\)](#), arts. 1(2), **12(2)** (with art. 1(3))

[^{F4}**129A Debtor or hirer to give notice of intent etc. to creditor or owner**

- (1) A debtor or hirer may make an application under section 129(1)(ba) in relation to a regulated agreement only if—
- (a) following his being given the notice under section 86B or 86C, he gave a notice within subsection (2) to the creditor or owner; and
 - (b) a period of at least 14 days has elapsed after the day on which he gave that notice to the creditor or owner.
- (2) A notice is within this subsection if it—
- (a) indicates that the debtor or hirer intends to make the application;
 - (b) indicates that he wants to make a proposal to the creditor or owner in relation to his making of payments under the agreement; and
 - (c) gives details of that proposal.]

Annotations:

Amendments (Textual)

- F4** S. 129A inserted (1.10.2008) by [Consumer Credit Act 2006 \(c. 14\)](#), ss. {16(2)}, 71(2); [S.I. 2007/3300](#), **art. 3(3)**, Sch. 3

Modifications etc. (not altering text)

- C2** [Ss. 129-130 excluded \(E.W.S.\) \(15.7.2014\) by The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Green Deal\) \(Amendment\) Order 2014 \(S.I. 2014/1850\)](#), arts. 1(2), **12(2)** (with art. 1(3))

Changes to legislation: Consumer Credit Act 1974, Cross Heading: Extension of time is up to date with all changes known to be in force on or before 04 April 2019. 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)

130 Supplemental provisions about time orders.

- (1) Where in accordance with rules of court an offer to pay any sum by instalments is made by the debtor or hirer and accepted by the creditor or owner, the court may in accordance with rules of court make a time order under section 129(2)(a) giving effect to the offer without hearing evidence of means.
- (2) In the case of a hire-purchase or conditional sale agreement only, a time order under section 129(2)(a) may deal with sums which, although not payable by the debtor at the time the order is made, would if the agreement continued in force become payable under it subsequently.
- (3) A time order under section 129(2)(a) shall not be made where the regulated agreement is secured by a pledge if, by virtue of regulations made under section 76(5), 87(4) or 98(5), service of a notice is not necessary for enforcement of the pledge.
- (4) Where, following the making of a time order in relation to a regulated hire-purchase or conditional sale agreement or a regulated consumer hire agreement, the debtor or hirer is in possession of the goods, he shall be treated (except in the case of a debtor to whom the creditor's title has passed) as a bailee or (in Scotland) a custodian of the goods under the terms of the agreement, notwithstanding that the agreement has been terminated.
- (5) Without prejudice to anything done by the creditor or owner before the commencement of the period specified in a time order made under section 129(2)(b) ("the relevant period "),—
 - (a) he shall not while the relevant period subsists take in relation to the agreement any action such as is mentioned in section 87(1);
 - (b) where—
 - (i) a provision of the agreement ("the secondary provision ") becomes operative only on breach of another provision of the agreement ("the primary provision "), and
 - (ii) the time order provides for the remedying of such a breach of the primary provision within the relevant period,he shall not treat the secondary provision as operative before the end of that period;
 - (c) if while the relevant period subsists the breach to which the order relates is remedied it shall be treated as not having occurred.
- (6) On the application of any person affected by a time order, the court may vary or revoke the order.

Annotations:

Modifications etc. (not altering text)

- C2** Ss. 129-130 excluded (E.W.S.) (15.7.2014) by [The Financial Services and Markets Act 2000 \(Regulated Activities\) \(Green Deal\) \(Amendment\) Order 2014 \(S.I. 2014/1850\)](#), arts. 1(2), **12(2)** (with art. 1(3))

Changes to legislation:

Consumer Credit Act 1974, Cross Heading: Extension of time is up to date with all changes known to be in force on or before 04 April 2019. 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.

Changes and effects yet to be applied to the whole Act associated Parts and Chapters:

Whole provisions yet to be inserted into this Act (including any effects on those provisions):

- s. 25(2A)(b)(ia) inserted by [2010 c. 28 Sch. 2 para. 36](#)