



# Consumer Credit Act 1974

## 1974 CHAPTER 39

### PART XII

#### SUPPLEMENTAL

##### *Interpretation*

#### 184 Associates.

- [<sup>F1</sup>(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 [<sup>F2</sup>or 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 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.

*Status: Point in time view as at 14/03/2012.*

*Changes to legislation: Consumer Credit Act 1974, Cross Heading: Interpretation is up to date with all changes known to be in force on or before 28 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)*

- (5) In this section “relative ” means brother, sister, uncle, aunt, nephew, niece, lineal ancestor or lineal descendant,<sup>F3</sup> . . . references to a husband or wife include a former husband or wife and a reputed husband [<sup>F4</sup>or wife, and references to a civil partner include a former civil partner [<sup>F5</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>F6</sup>were the legitimate child of the relationship in question] .

#### Textual Amendments

- F1** 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\(2\)-\(5\)](#)
- F2** 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\(2\)-\(5\)](#)
- F3** 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\(2\)-\(5\)](#)
- F4** 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\(2\)-\(5\)](#)
- F5** 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](#)
- F6** 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>F7</sup>(1A) Notwithstanding subsection (1) above, subsection (4) of section 55A (pre-contractual explanations etc) does not require an oral explanation to be given to any debtor to whom an explanation of the matters referred to in subsection (2)(a), (b) and (e) of that section has not been given orally or in person.]

[<sup>F8</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.

*Status: Point in time view as at 14/03/2012.*

*Changes to legislation: Consumer Credit Act 1974, Cross Heading: Interpretation is up to date with all changes known to be in force on or before 28 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)*

- (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>F9</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>F10</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>F11</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>F12</sup>within paragraph (b) of that subsection] as referring to a signing on behalf of the body corporate.

#### Textual Amendments

- F7** S. 185(1A) inserted (1.2.2011) by [The Consumer Credit \(EU Directive\) Regulations 2010](#) (S.I. 2010/1010), [regs. 4, 99\(1\)](#) (with [regs. 100, 101](#))
- F8** 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
- F9** 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
- F10** 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))
- F11** 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))
- F12** 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, or in furtherance of, arrangements previously made between persons mentioned in subsection (4)(a), (b) or (c).

*Status: Point in time view as at 14/03/2012.*

*Changes to legislation: Consumer Credit Act 1974, Cross Heading: Interpretation is up to date with all changes known to be in force on or before 28 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)*

- (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>F13</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

**F13** S. 187(3A) inserted by [Banking Act 1987 \(c. 22, SIF 10\)](#), s. 89

#### [<sup>F14</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

**F14** 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.
- (2) The examples given in Schedule 2 are not exhaustive.

*Status: Point in time view as at 14/03/2012.*

*Changes to legislation: Consumer Credit Act 1974, Cross Heading: Interpretation is up to date with all changes known to be in force on or before 28 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)*

- (3) In the case of conflict between Schedule 2 and any other provision of this Act, that other provision shall prevail.
- (4) The Secretary of State may by order amend Schedule 2 by adding further examples or in any other way.

## 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;

“advertiser ” in relation to an advertisement, means any person indicated by the advertisement as willing to enter into transactions to which the advertisement relates;

“ancillary credit business ” has the meaning given by section 145(1);

“antecedent negotiations ” has the meaning given by section 56;

“appeal period ” means the period beginning on the first day on which an appeal to the <sup>[F15]</sup>First-tier Tribunal may be brought and ending on the last day on which it may be brought or, if it is brought, ending on its final determination, or abandonment;

<sup>[F16]</sup>“appropriate method” means—

- (a) post, or
- (b) transmission in the form of an electronic communication in accordance with section 176A(1);<sup>]</sup>

“assignment ”, in relation to Scotland, means assignation;

“associate ” shall be construed in accordance with section 184;

<sup>[F17]</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>]</sup>

<sup>F18</sup>  
... .

“bill of sale ” has the meaning given by section 4 of the <sup>M1</sup>Bills of Sale Act 1878 or, for Northern Ireland, by section 4 of the <sup>M2</sup>Bills of Sale (Ireland) Act 1879;

<sup>[F19]</sup> “building society ” means a building society within the meaning of the Building Societies Act 1986;<sup>]</sup>

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

*Status: Point in time view as at 14/03/2012.*

*Changes to legislation: Consumer Credit Act 1974, Cross Heading: Interpretation is up to date with all changes known to be in force on or before 28 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)*

“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 [F<sup>20</sup>the Charities Act 2011] or an exempt charity (within the meaning of that Act), [F<sup>21</sup>as 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) [F<sup>22</sup>and 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;

[F<sup>23</sup>“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;]

[F<sup>24</sup>“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;

F<sup>25</sup>  
...

“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;

“credit ” shall be construed in accordance with section 9;

“credit-broker ” means a person carrying on a business of credit brokerage;

*Status: Point in time view as at 14/03/2012.*

*Changes to legislation: Consumer Credit Act 1974, Cross Heading: Interpretation is up to date with all changes known to be in force on or before 28 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)*

“credit brokerage ” has the meaning given by section 145(2);  
[<sup>F26</sup>“credit information services’ has the meaning given by section 145(7B).]  
[<sup>F27</sup>“credit intermediary” has the meaning given by section 160A;]  
“credit limit ” has the meaning given by section 10(2);  
“creditor ” means 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 ” has the meaning given by 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>F28</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 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>F29</sup>“default sum’ has the meaning given by section 187A;]  
“deposit ” means [<sup>F30</sup>(except in section 16(10) and 25(1B))]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>F31</sup>“documents’ includes information recorded in any form;]  
<sup>F32</sup>  
.....  
“electric line ” has the meaning given by [<sup>F33</sup>the Electricity Act 1989] or, for Northern Ireland, [<sup>F34</sup>the Electricity (Northern Ireland) Order 1992]  
[<sup>F35</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);  
“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;

*Status: Point in time view as at 14/03/2012.*

**Changes to legislation:** Consumer Credit Act 1974, Cross Heading: Interpretation is up to date with all changes known to be in force on or before 28 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)

“exempt agreement” means an agreement specified in or under section 16 [F36, 16A [F37, 16B or 16C]];

“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 [F38 or treated as registered under the Friendly Societies Act 1974 or the Friendly Societies Act 1992] or a society within the meaning of the M3 Friendly Societies Act (Northern Ireland) 1970;

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

“general notice” means a notice published by the [F39 OFT] at a time and in a manner appearing to [F40 it] suitable for securing that the notice is seen within a reasonable time by persons likely to be affected by it;

“give” means deliver or send [F41 by an appropriate method] to;

“goods” M4 has the meaning given by [F42 section 61(1) of the Sale of Goods Act 1979];

“group licence” has the meaning given by section 22(1)(b);

“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;

[F43 “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,
- (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;

F18

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



*Status: Point in time view as at 14/03/2012.*

*Changes to legislation: Consumer Credit Act 1974, Cross Heading: Interpretation is up to date with all changes known to be in force on or before 28 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)*

“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>M5</sup>Improvement of Land Act 1899;

“land mortgage ” includes any security charged on land;

“licence ” means a licence under Part III <sup>F44</sup> . . . ;

“licensed ”, in relation to any act, means authorised by a licence to do the act or cause or permit another person to do it;

“licensee ”, in the case of a group licence, includes any person covered by the licence;

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

“local authority ”, in relation to England <sup>F45</sup> . . . , means . . . <sup>F46</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>F47</sup>in relation to Wales means a county council or a county borough council,], and in relation to Scotland, means a [<sup>F48</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>F49</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);

[<sup>F50</sup>“OFT” means the Office of Fair Trading;]

[<sup>F51</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;

<sup>F52</sup>  
. . .

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

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

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

*Status: Point in time view as at 14/03/2012.*

**Changes to legislation:** Consumer Credit Act 1974, Cross Heading: Interpretation is up to date with all changes known to be in force on or before 28 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)

- “principal agreement ” has the meaning given by section 19(1);
- “protected goods ” has the meaning given by section 90(7);
- “quotation ” has the meaning given by section 52(1)(a) ;
- “redemption period ” has the meaning given by section 116(3);
- “register ” means the register kept by the [<sup>F53</sup>OFT] under section 35;
- “regulated agreement ” means a consumer credit agreement, or consumer hire agreement, other than an exempt agreement, and “regulated ” and “unregulated ” shall be construed accordingly;
- “regulations ” means regulations made by the Secretary of State;
- “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>M6</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>F41</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;
- “specified fee ” shall be construed in accordance with section 2(4) and (5);
- “standard licence ” has the meaning given by section 22(1)(a);
- “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;
- “technical grounds ” shall be construed in accordance with subsection (5);
- “time order ” has the meaning given by section 129(1);
- “total charge for credit ” means a sum calculated in accordance with regulations under section 20(1);
- “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

*Status: Point in time view as at 14/03/2012.*

*Changes to legislation: Consumer Credit Act 1974, Cross Heading: Interpretation is up to date with all changes known to be in force on or before 28 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)*

payable as a penalty or as compensation or damages for a breach of the agreement;

<sup>F54</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;

“unlicensed ” means without a licence, but applies only in relation to acts for which a licence is required;

“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>M7</sup>Banking and Financial Dealings Act 1971.

[ In sections 36E(3), 70(4), 73(4) and 75(2) <sup>F56</sup> . . . ‘costs’, in relation to proceedings in <sup>F55</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” and <sup>F57</sup>(2A) “authorised non-business overdraft agreement” subsections (2) to (5) of section 16B (declaration by the debtor as to the purposes of the agreement) apply.]

(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 [<sup>F58</sup>OFT] shall, if the court or the [<sup>F58</sup>OFT](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
- (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.]

*Status: Point in time view as at 14/03/2012.*

*Changes to legislation: Consumer Credit Act 1974, Cross Heading: Interpretation is up to date with all changes known to be in force on or before 28 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)*

### Textual Amendments

- F15** S. 189(1): words in definition of "appeal period" substituted (1.9.2009) by [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)(i)** (with Sch. 4)
- F16** 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)**
- F17** 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)
- F18** S. 189(1): definitions repealed (1.12.2001) by S.I. 2001/3649, **art. 176(a)**
- F19** Definition of "building society" substituted by [Building Societies Act 1986 \(c. 53, SIF 16\)](#), s. 120, **Sch. 18 para. 10(4)**
- F20** 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)
- F21** 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)**
- F22** 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)**
- F23** 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
- F24** 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
- F25** 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
- F26** 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
- F27** 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)
- F28** 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
- F29** 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
- F30** S. 189(1): words in definition of "deposit" inserted (1.12.2001) by S.I. 2001/3649, **art. 176(b)**
- F31** 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
- F32** 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)
- F33** 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)**
- F34** 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**
- F35** 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)**
- F36** S. 189(1): words in definition of "exempt agreement" inserted (6.4.2008) by [Consumer Credit Act 2006 \(c. 14\)](#), ss. {5(10)}, 71(2); S.I. 2007/3300, **art. 3(2)**, Sch. 2
- F37** S. 189(1): words in definition of "exempt agreement" substituted (31.10.2008) by [The Legislative Reform \(Consumer Credit\) Order 2008 \(S.I. 2008/2826\)](#) {art. 3(4)}
- F38** S. 189(1): words in definition of "friendly society" substituted (1.12.2001) by S.I. 2001/3649, **art. 176(c)**

*Status: Point in time view as at 14/03/2012.*

*Changes to legislation: Consumer Credit Act 1974, Cross Heading: Interpretation is up to date with all changes known to be in force on or before 28 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)*

- F39** S. 189(1): word in definition of "general notice" substituted (1.4.2003) by Enterprise Act 2002 (c. 40), ss. 278, 279, **Sch. 25 para. 6(38)(a)(ii)**; S.I. 2003/766, **art. 2**, Sch. (with art. 3)
- F40** S. 189(1): word in definition of "general notice" substituted (1.4.2003) by Enterprise Act 2002 (c. 40), ss. 278, 279, **Sch. 25 para. 6(38)(a)(ii)**; S.I. 2003/766, **art. 2**, Sch. (with art. 3)
- F41** 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)**
- F42** Words substituted by Sale of Goods Act 1979 (c. 54, SIF 109:1), s. 63, **Sch. 2 para. 18**
- F43** 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)
- F44** 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
- F45** 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**
- F46** Words repealed by Local Government Act 1985 (c. 51, SIF 81:1), s. 102, **Sch. 17**
- F47** 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**
- F48** 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)**
- F49** 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)).
- F50** S. 189(1): definition of "OFT" inserted (1.4.2003) by Enterprise Act 2002 (c. 40), ss. 278, 279, **Sch. 25 para. 6(38)(a)(iii)**; S.I. 2003/766, **art. 2**, Sch. (with art. 3)
- F51** 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)
- F52** 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**)
- F53** S. 189(1): words in definition of "register" substituted (1.4.2003) by Enterprise Act 2002 (c. 40), ss. 278, 279, **Sch. 25 para. 6(38)(a)(iv)**; S.I. 2003/766, **art. 2**, Sch. (with art. 3)
- F54** 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)
- F55** 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
- F56** 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)
- F57** 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)
- F58** Words in s. 189(5) substituted (1.4.2003) by Enterprise Act 2002 (c. 40), ss. 278, 279, **Sch. 25 para. 6(38)(b)**; S.I. 2003/766, **art. 2**, Sch. (with art. 3)

#### Marginal Citations

- M1** 1878 c. 31.  
**M2** 1879 c. 50.  
**M3** 1970 c. 31. (N.I.)  
**M4** 1894 c. 71 (56 & 57 Vict.).  
**M5** 1899 c. 46.  
**M6** 1962 c. 30.  
**M7** 1971 c. 80.

*Status: Point in time view as at 14/03/2012.*

*Changes to legislation: Consumer Credit Act 1974, Cross Heading: Interpretation is up to date with all changes known to be in force on or before 28 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)*

### [<sup>F59</sup>189A Meaning of “consumer credit EEA firm ”

In this Act “consumer credit EEA firm ” means an EEA firm falling within subparagraph (a), (b) or (c) of paragraph 5 of Schedule 3 to the Financial Services and Markets Act 2000 carrying on, or seeking to carry on, consumer credit business, consumer hire business or ancillary credit business for which a licence would be required under this Act but for paragraph 15(3) of Schedule 3 to the Financial Services and Markets Act 2000.]

#### Textual Amendments

**F59** S. 189A inserted (1.12.2001) by S.I. 2001/3649, art. 177

### 190 Financial provisions.

- (1) There shall be defrayed out of money provided by Parliament—
- (a) all expenses incurred by the Secretary of State in consequence of the provisions of this Act;
  - (b) any expenses incurred in consequence of those provisions by any other Minister of the Crown or Government department;
  - (c) any increase attributable to this Act in the sums payable out of money so provided under the <sup>M8</sup>Superannuation Act 1972 or the <sup>M9</sup>Fair Trading Act 1973.
- (2) Any fees [<sup>F60</sup>, charges, penalties or other sums] received by the Director under this Act shall be paid into the Consolidated Fund.

#### Textual Amendments

**F60** Words in s. 190(2) inserted (16.6.2006) by Consumer Credit Act 2006 (c. 14), ss. {65}, 71(2); S.I. 2006/1508, art. 3(1), Sch. 1

#### Marginal Citations

**M8** 1972 c. 11.  
**M9** 1973 c. 41.

### 191 Special provisions as to Northern Ireland.

- (1) The [<sup>F61</sup>OFT] may make arrangements with the Department of Commerce for Northern Ireland for the Department, on [<sup>F62</sup>the OFT’s] behalf,—
- (a) to receive applications, notices [<sup>F63</sup>, charges] and fees;
  - (b) to maintain, and make available for inspection and copying, copies of entries in the register; and
  - (c) to provide certified copies of entries in the register,
- to the extent that seems to [<sup>F64</sup>the OFT] desirable for the convenience of persons in Northern Ireland.
- (2) The [<sup>F61</sup>OFT] shall give general notice of any arrangements made under subsection (1).

*Status: Point in time view as at 14/03/2012.*

*Changes to legislation: Consumer Credit Act 1974, Cross Heading: Interpretation is up to date with all changes known to be in force on or before 28 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)*

- (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 [F65Statutory Rules (Northern Ireland) Order 1979], and any such order shall be subject to negative resolution within the meaning of the M10Interpretation 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 M11Interpretation 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

- F61** Words in s. 191 substituted (1.4.2003) by Enterprise Act 2002 (c. 40), ss. 278, 279, Sch. 25 para. 6(39)(a); S.I. 2003/766, art. 2, Sch. (with art. 3); S.I. 2003/766, art. 2, Sch. (with art. 3)
- F62** Words in s. 191(1) substituted (1.4.2003) by Enterprise Act 2002 (c. 40), ss. 278, 279, Sch. 25 para. 6(39)(b); S.I. 2003/766, art. 2, Sch. (with art. 3)
- F63** Word in s. 191(1)(a) inserted (6.4.2008) by Consumer Credit Act 2006 (c. 14), ss. {27(4)}, 71(2); S.I. 2007/3300, art. 3(2), Sch. 2
- F64** Words in s. 191(1) substituted (1.4.2003) by Enterprise Act 2002 (c. 40), ss. 278, 279, Sch. 25 para. 6(39)(b); S.I. 2003/766, art. 2, Sch. (with art. 3)
- F65** Words substituted by S.I. 1979/1573, art. 11(1), Sch. 4 para. 15

#### Marginal Citations

- M10** 1954 c. 33. (N.I.)
- M11** 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

*Status: Point in time view as at 14/03/2012.*

*Changes to legislation: Consumer Credit Act 1974, Cross Heading: Interpretation is up to date with all changes known to be in force on or before 28 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)*

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

#### **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 14/03/2012.

**Changes to legislation:**

Consumer Credit Act 1974, Cross Heading: Interpretation is up to date with all changes known to be in force on or before 28 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.