



Consumer Credit Act 1974

1974 CHAPTER 39

PART IX

JUDICIAL CONTROL

Extension of time

129 Time orders

- (1) 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
 - (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.

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.