



Consumer Credit Act 1974

1974 CHAPTER 39

PART X

ANCILLARY CREDIT BUSINESSES

Definitions

146 Exceptions from section 145

- (1) A barrister or advocate acting in that capacity is not to be treated as doing so in the course of any ancillary credit business.
- (2) A solicitor engaging in contentious business (as defined in section 86(1) of the Solicitors Act 1957) is not to be treated as doing so in the course of any ancillary credit business.
- (3) A solicitor within the meaning of the Solicitors (Scotland) Act 1933 engaging in business done in or for the purposes of proceedings before a court or before an arbiter is not to be treated as doing so in the course of any ancillary credit business.
- (4) A solicitor in Northern Ireland engaging in business done, whether as solicitor or advocate, in or for the purposes of proceedings begun before a court (including the Lands Tribunal for Northern Ireland) or before an arbitrator appointed under the Arbitration Act (Northern Ireland) 1937, not being business contained in section 2 of the Probates and Letters of Administration Act (Ireland) 1857, is not to be treated as doing so in the course of any ancillary credit business.
- (5) For the purposes of section 145(2), introductions effected by an individual by canvassing off trade premises either debtor-creditor-supplier agreements falling within section 12(a) or regulated consumer hire agreements shall be disregarded if—
 - (a) the introductions are not effected by him in the capacity of an employee, and
 - (b) he does not by any other method effect introductions falling within section 145(2).

Status: This is the original version (as it was originally enacted).

- (6) It is not debt-adjusting, debt-counselling or debt-collecting for a person to do anything in relation to a debt arising under an agreement if—
- (a) he is the creditor or owner under the agreement, otherwise than by virtue of an assignment, or
 - (b) he is the creditor or owner under the agreement by virtue of an assignment made in connection with the transfer to the assignee of any business other than a debt-collecting business, or
 - (c) he is the supplier in relation to the agreement, or
 - (d) he is a credit-broker who has acquired the business of the person who was the supplier in relation to the agreement, or
 - (e) he is a person prevented by subsection (5) from being treated as a credit-broker, and the agreement was made in consequence of an introduction (whether made by him or another person) which, under subsection (5), is to be disregarded.