



Consumer Credit Act 1974

1974 CHAPTER 39

PART V

ENTRY INTO CREDIT OR HIRE AGREEMENTS

Cancellation of certain agreements within cooling-off period

69 Notice of cancellation.

- (1) If within the period specified in section 68 the debtor or hirer under a cancellable agreement serves on—
- (a) the creditor or owner, or
 - (b) the person specified in the notice under section 64(1), or
 - (c) a person who (whether by virtue of subsection (6) or otherwise) is the agent of the creditor or owner,
- a notice (a “notice of cancellation”) which, however expressed and whether or not conforming to the notice given under section 64(1), indicates the intention of the debtor or hirer to withdraw from the agreement, the notice shall operate—
- (i) to cancel the agreement, and any linked transaction, and
 - (ii) to withdraw any offer by the debtor or hirer, or his relative, to enter into a linked transaction.
- (2) In the case of a debtor-creditor-supplier agreement for restricted-use credit financing—
- (a) the doing of work or supply of goods to meet an emergency, or
 - (b) the supply of goods which, before service of the notice of cancellation, had by the act of the debtor or his relative become incorporated in any land or thing not comprised in the agreement or any linked transaction,
- subsection (1) shall apply with the substitution of the following for paragraph (i)—
- “(i) to cancel only such provisions of the agreement and any linked transaction as—

Status: Point in time view as at 31/12/2004. This version of this provision has been superseded.

Changes to legislation: Consumer Credit Act 1974, Section 69 is up to date with all changes known to be in force on or before 12 July 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)

- (aa) relate to the provision of credit, or
 - (bb) require the debtor to pay an item in the total charge for credit, or
 - (cc) subject the debtor to any obligation other than to pay for the doing of the said work, or the supply of the said goods”.
- (3) Except so far as is otherwise provided, references in this Act to the cancellation of an agreement or transaction do not include a case within subsection (2).
- (4) Except as otherwise provided by or under this Act, an agreement or transaction cancelled under subsection (1) shall be treated as if it had never been entered into.
- (5) Regulations may exclude linked transactions of the prescribed description from subsection (1)(i) or (ii).
- (6) Each of the following shall be deemed to be the agent of the creditor or owner for the purpose of receiving a notice of cancellation—
- (a) a credit-broker or supplier who is the negotiator in antecedent negotiations, and
 - (b) any person who, in the course of a business carried on by him, acts on behalf of the debtor or hirer in any negotiations for the agreement.
- [^{F1}(7) Whether or not it is actually received by him, a notice of cancellation sent to a person shall be deemed to be served on him—
- (a) in the case of a notice sent by post, at the time of posting, and
 - (b) in the case of a notice transmitted in the form of an electronic communication in accordance with section 176A(1), at the time of the transmission.]

Textual Amendments

F1 S. 69(7) substituted (31.12.2004) by [The Consumer Credit Act 1974 \(Electronic Communications\) Order 2004 \(S.I. 2004/3236\)](#), [art. 2\(5\)](#)

Status:

Point in time view as at 31/12/2004. This version of this provision has been superseded.

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