

## \*\*\* Page 342 - Appendices

\*\*\* Page 343 - Appendix A

# Draft Processing Bill

## A BILL

To declare the powers of courts and other persons or bodies in relation to the interpretation of Acts and statutory instruments.

BE IT ENACTED by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:-

### 1. Powers of the court

Without prejudice to a court's implementation of a legislative text under which (whether expressly, or by an implication arising from a deliberate omission or use of a term of wide meaning or otherwise), any power is conferred on or delegated to the court, it is hereby declared, for the avoidance of doubt, that a court has the powers referred to in sections 2 to 4 below in relation to a legislative text relevant to the case before it.

### 2. Obsolescent text

- (1) This section applies where it appears to the court that, through the passage of time since the enactment, or original enactment, of the text, its effect is doubtful.
- (2) If the mischief or object to which the text was directed has changed its nature, the court shall apply the text, subject to such modifications as may be requisite, to the changed mischief or object.
- (3) Subsection (2) does not apply where the change is such that the interests of justice require the text to be treated as spent.

### 3. Defective text

- (1) This section applies where it appears to the court that, through grammatical error, syntactical ambiguity, omission, transposition or

intrusion, logical error, punctuation mistake or other formal defect, the effect of the text is doubtful.

(2) Where it is clear what form the legislator intended the text to take, the court shall apply it in that form.

(3) In any other case the court shall apply it in the form best suited to serve the object of the text as intended by the legislator.

#### **4. Unintended effect**

(1) This section applies where it appears to the court that, because the text goes narrower or wider than the object, or is based on an error of law or fact, or is otherwise misconceived, it does not carry out the legislator's intention, or goes wider than the intention.

(2) Where it is clear what the effect of the text should have been in order to carry out the legislator's intention and no more, the court shall give the text that effect.

(3) In any other case the court shall apply the text as it stands apart from this section.

#### **5. Intention of the legislator**

(1) In construing any reference in this Act to the intention of the legislator, the court shall have regard to the principles set out in this section.

(2) The intention is primarily to be derived from the legislative text itself (including any source referred to in the text).

(3) The court may refer to any other source in addition if it thinks fit to do so having regard to the requirements of justice, including —

(a) the desirability of persons being able to rely on the meaning conveyed by the text itself, and

(b) the need to avoid prolonging legal proceedings without compensating advantage.

(4) The court shall have regard, so far as may be relevant, to the procedures by which, in accordance with constitutional practice, the text may be taken to have been created and validated as law.

(5) In the case of a statutory instrument the court shall, so far as may be relevant, have regard to the intention of Parliament in delegating power to make the instrument as well as to the intention of the person or body by whom it was made.

#### **6. Interpretation**

In this Act —

'court' includes a tribunal, arbitrator or other person or body with the function of interpreting a legislative text;

'legislative text' means a provision of an Act or statutory instrument and references to the enactment of a text shall be construed accordingly;

'the legislator' in relation to an Act means Parliament, and in

relation to a statutory instrument means the person or body by whom it was made.

**7. Short title**

This Act may be cited as the Legislation (Powers) Act 19 .

## Illustration of the Composite Restatement Method

(Consumer Credit Control Division 9: Information on Credit Reference Agency Files)

### Part I: Analysis

9§5 Duty to disclose names and addresses of agencies consulted

9§5A Duty of creditor

9§5B Duty of owner

9§5C Duty of credit-broker where goods sold by him to creditor

9§5D Duty of credit-broker in other cases

9§5E Duty of connected supplier

9§5F Breach of duty an offence in certain cases

9§5G When request valid

9§ 10 Duty of agency to give consumer copy of his file 9§10A Nature of duty

9§10B Requirements to be observed by consumer 9§10C Breach of duty an offence

9§20 Duty of agency where no file kept 9§20A Nature of duty 9§20B Breach of duty an offence

9§30 Alternative procedure for business consumers (section 160 direction)

9§40 Section 160 direction: giving of information to consumer 9§40A Nature of duty 9§40B Breach of duty an offence

9§50 Section 160 direction: obtaining of further information by consumer 9§50A Nature of duty 9§50B Breach of duty an offence

9§60 Notice requiring amendment of file

9§70 Response to notice requiring amendment of file

9§80 Requirement to add notice of correction to file 9§80A Nature of requirement 9§80B  
Period for serving requirement

9§90 Response to requirement to add notice of correction to file 9§90A Where agency  
considers notice of correction unsi 9§90B Duty to notify consumer 9§90C Consumer's right  
when not notified 9§90D Duty to notify clients of agency

9§100 Order by Director General as to notice of correction 9§ 100A Making of order 9§100B  
Duty to notify clients of agency

## **Part II: Restatement**

9§5 Duty to disclose names and addresses of agencies consulted 9§5A *Duty of creditor*

(1) The 'creditor' under an actual or prospective 'consumer credit agreement' (being a 'regulated agreement' or 'prospective regulated agreement') must comply with the following provisions as from 16 May 1977.

### **DUTY TO INFORM CREDIT-BROKER**

(2) Not later than he informs a 'credit-broker' that he is not willing to make the agreement, the creditor (if he is a 'licensee')

(3) unless he informs the 'debtor' directly that he is not willing to make the agreement

(4) must inform the credit-broker of the name and address of any 'credit reference agency'

(5) from which the creditor has during the 'antecedent negotiations' applied for information about the financial standing of the debtor.

### **DUTY TO INFORM DEBTOR**

(6) Within seven 'working days' after receiving a *valid* request to that effect from the debtor

(7) the creditor must 'give' the debtor a notice in 'writing'

(8) stating the name and address of any credit reference agency

(9) from which the creditor has during the antecedent negotiations applied for information about the financial standing of the debtor.

### **Source**

*Consumer Credit Act 1974, ss 26, 147, 157 and 189(1); Consumer Credit (Conduct of Business) (Credit References) Regulations 1977, reg 2.*

### **Interpretation**

'creditor' see 1§920

'consumer credit agreement'

'debtor' see 1§1020

'credit reference agency'

348 *Appendix B*

see I§500	see I§840	
'regulated agreement' see I§2560	'antecedent negotiations' 'prospective regulated agreement'	see I§100
see I§2440	'working day' see I§3200	
'credit-broker' see I§760	'give' see I§1500	
'licensee' see I§1860	'writing' see I§3220	

*9§5B Duty of owner*

(1) The 'owner' under an actual or prospective 'consumer hire agreement' (being a 'regulated agreement' or 'prospective regulated agreement') must comply with the following provisions as from 16 May 1977.

**DUTY TO INFORM CREDIT-BROKER**

(2) Not later than he informs a 'credit-broker' that he is not willing to make the agreement, the owner (if he is a 'licensee')

(3) unless he informs the 'hirer' directly that he is not willing to make the agreement

(4) must inform the credit-broker of the name and address of any 'credit reference agency'

(5) from which the owner has during the 'antecedent negotiations' applied for information about the financial standing of the hirer.

**DUTY TO INFORM HIRER**

(6) Within seven 'working days' after receiving a *valid* request to that effect from the hirer

(7) the owner must 'give' the hirer a notice in 'writing'

(8) stating the name and address of any credit reference agency

(9) from which the owner has during the antecedent negotiations applied for information about the financial standing of the hirer.

**Source**

*Consumer Credit Act 1974, ss 26, 147, 157 and 189(1); Consumer Credit (Conduct of Business) (Credit References) Regulations 1977, reg 2.*

**Interpretation**

'owner' see I§2160

'consumer hire agreement' 'hirer'  
see I§560

'regulated agreement' see I§2560

'prospective regulated agreement'  
see I §2440

'credit-broker' see I§760

'licensee' see I§1860

'hirer' see I§1620

'credit reference agency' see I§840

'antecedent negotiations' see I§100

'working day' see I§3200

'give' see I§1500

'writing' see I§3220

*9§5C Duty of credit-broker where goods sold by him to creditor*

(1) As from 16 May 1977, a 'credit-broker' engaging in 'antecedent negotiations' falling within *I§100B*

(2) within seven 'working days' after receiving a *valid* request to that effect from the 'debtor'

- (3) must give the debtor a notice in 'writing'
  - (4) stating the name and address of any 'credit reference agency'
  - (5) from which the credit-broker has during the antecedent negotiations applied for information about the financial standing of the debtor
- or*
- (6) of which the credit-broker has been informed under 9§5A (4).

**Source**

*Consumer Credit Act 1974, ss 26, 147, 157 and 189(1); Consumer Credit (Credit Reference Agency) Regulations 1977, reg 3; Consumer Credit (Conduct of Business) (Credit References) Regulations 1977, reg 3.*

**Interpretation**

'credit-broker' see 1§760	'debtor' see 1§1020
'antecedent negotiations' see 1§100	'writing' see 1§3220
'working day' see 1§3200	'credit reference agency' see 1§840

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