



# Equality Act 2010

## 2010 CHAPTER 15

### PART 9

#### ENFORCEMENT

### CHAPTER 5

#### MISCELLANEOUS

#### **[<sup>F1</sup>140AA] Extension of time limits because of alternative dispute resolution in certain cross border or domestic contractual disputes**

(1) In this section—

<sup>F2</sup>(a) .....

[<sup>F3</sup>(b) “ADR entity” means a person whose name appears on a list maintained in accordance with regulation 10 of the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015 (S.I. 2015/542)].

<sup>F4</sup>(c) .....

[<sup>F5</sup>(d) “ADR procedure” means a procedure for the out-of-court resolution of disputes through the intervention of an ADR entity which proposes or imposes a solution or brings the parties together with the aim of facilitating an amicable solution]

[ “consumer” means an individual acting for purposes which are wholly or mainly outside that individual’s trade, business, craft or profession;]

<sup>F6</sup>(da) (e) “non-binding ADR procedure” means an ADR procedure the outcome of which is not binding on the parties;

[<sup>F7</sup>(f) “relevant dispute” means a dispute that—

(a) concerns obligations under a sales contract or a service contract, and

(b) is between a trader established in the United Kingdom or the European Union and a consumer resident in the United Kingdom,

*Status: Point in time view as at 31/12/2020.*

*Changes to legislation: Equality Act 2010, Section 140AA is up to date with all changes known to be in force on or before 22 April 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)*

which the parties attempt to settle by recourse to a non-binding ADR procedure.]

- [ “sales contract” means a contract under which a trader transfers, or agrees to transfer, the ownership of goods to a consumer and the consumer pays, or agrees to pay, the price, including any contract that has both goods and services as its object;
- (g) “service contract” means a contract, other than a sales contract, under which a trader supplies, or agrees to supply, a service to a consumer and the consumer pays, or agrees to pay, the price;
- (h) “trader” means a person acting for purposes relating to that person’s trade, business, craft or profession, whether acting personally or through another person acting in the trader’s name or on the trader’s behalf.]

- (2) Subsection (3) applies where—
- (a) a time limit is set by section 118(1)(a) and (2) in relation to the whole or part of a relevant dispute;
  - (b) a non-binding ADR procedure in relation to the relevant dispute starts before the time limit expires; and
  - (c) if not extended by this section, the time limit would expire before the non-binding ADR procedure ends or less than eight weeks after it ends.
- (3) For the purposes of initiating judicial proceedings, the time limit expires instead at the end of eight weeks after the non-binding ADR procedure ends (subject to subsection (4)).
- (4) If a time limit has been extended by this section, subsections (2) and (3) apply to the extended time limit as they apply to a time limit mentioned in subsection (2)(a).
- (5) Where more than one time limit applies in relation to a relevant dispute, the extension by subsection (3) of one of those time limits does not affect the others.
- (6) For the purposes of this section, a non-binding ADR procedure starts in relation to a relevant dispute on the date when the dispute is first sent or otherwise communicated to the ADR entity in accordance with the entity’s rules regarding the submission of complaints.
- (7) For the purposes of this section, the non-binding ADR procedure ends on the date of the first of these to occur—
- (a) the parties reach an agreement in resolution of the relevant dispute;
  - (b) a party completes the notification of the other parties that it has withdrawn from the non-binding ADR procedure;
  - (c) a party to whom a qualifying request is made fails to give a response reaching the other parties within 14 days of the request;
  - (d) that the ADR entity notifies the party that submitted the relevant dispute to the ADR entity that, in accordance with its policy, the ADR entity refuses to deal with the relevant dispute;
  - (e) after the parties are notified that the ADR entity can no longer act in relation to the relevant dispute (for whatever reason), the parties fail to agree within 14 days to submit the dispute to an alternative ADR entity;
  - (f) the non-binding ADR procedure otherwise comes to an end pursuant to the rules of the ADR entity.

*Status: Point in time view as at 31/12/2020.*

*Changes to legislation: Equality Act 2010, Section 140AA is up to date with all changes known to be in force on or before 22 April 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)*

- (8) For the purpose of subsection (6), a qualifying request is a request by a party that another (A) confirm to all parties that A is continuing with the non-binding ADR procedure.
- (9) In the case of any relevant dispute, references in this section to a non-binding ADR procedure are references to the non-binding ADR procedure so far as it relates to that dispute, and references to a party are to be read accordingly.
- (10) Where a court or tribunal has power under section 118(1)(b) to extend a period of limitation, the power is exercisable in relation to the period of limitation as extended by this section.]

#### Textual Amendments

- F1** S. 140AA inserted (9.7.2015) by [The Alternative Dispute Resolution for Consumer Disputes \(Amendment\) Regulations 2015 \(S.I. 2015/1392\)](#), regs. 1(2), **7(3)** (with reg. 1(3))
- F2** S. 140AA(1)(a) omitted (31.12.2020) by virtue of [The Equality \(Amendment and Revocation\) \(EU Exit\) Regulations 2019 \(S.I. 2019/305\)](#), regs. 1, **5(2)(a)** (with reg. 10) (as amended by S.I. 2020/1139, regs. 1(2), 6(3); 2020 c. 1, Sch. 5 para. 1(1))
- F3** S. 140AA(1)(b) substituted (31.12.2020) by [The Equality \(Amendment and Revocation\) \(EU Exit\) Regulations 2019 \(S.I. 2019/305\)](#), regs. 1, **5(2)(b)** (with reg. 10) (as substituted by S.I. 2020/1139, regs. 1(2), **6(2)(a)** (with reg. 7))
- F4** S. 140AA(1)(c) omitted (9.1.2016) by virtue of [The Alternative Dispute Resolution for Consumer Disputes \(Amendment\) \(No. 2\) Regulations 2015 \(S.I. 2015/1972\)](#), regs. 1, **5(2)**
- F5** S. 140AA(1)(d) substituted (31.12.2020) by [The Equality \(Amendment and Revocation\) \(EU Exit\) Regulations 2019 \(S.I. 2019/305\)](#), regs. 1, **5(2)(c)** (with reg. 10) (as amended by S.I. 2020/1139, regs. 1(2), 6(3); 2020 c. 1, Sch. 5 para. 1(1))
- F6** S. 140AA(1)(da) inserted (31.12.2020) by S.I. 2019/305, reg. 5(2)(ca) (as inserted by [The Alternative Dispute Resolution for Consumer Disputes \(Extension of Time Limits for Legal Proceedings\) \(Amendment etc.\) \(EU Exit\) Regulations 2020 \(S.I. 2020/1139\)](#), regs. 1(2), **6(2)(b)** (with reg. 7))
- F7** S. 140AA(1)(f) substituted (31.12.2020) by [The Equality \(Amendment and Revocation\) \(EU Exit\) Regulations 2019 \(S.I. 2019/305\)](#), regs. 1, **5(2)(d)** (with reg. 10) (as amended by S.I. 2020/1139, regs. 1(2), 6(2)(c)(3); 2020 c. 1, Sch. 5 para. 1(1))
- F8** S. 140AA(1)(g)-(i) inserted (31.12.2020) by S.I. 2019/305, reg. 5(2)(e) (as inserted by [The Alternative Dispute Resolution for Consumer Disputes \(Extension of Time Limits for Legal Proceedings\) \(Amendment etc.\) \(EU Exit\) Regulations 2020 \(S.I. 2020/1139\)](#), regs. 1(2), **6(2)(d)** (with reg. 7))

**Status:**

Point in time view as at 31/12/2020.

**Changes to legislation:**

Equality Act 2010, Section 140AA is up to date with all changes known to be in force on or before 22 April 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.