

Commercial Payments Bill [HL]

RUNNING LIST OF ALL AMENDMENTS IN GRAND COMMITTEE

Tabled up to and including

11 June 2026

The amendments are listed in accordance with the following Instruction –

Clauses 1 to 9	Schedule 3
Schedule 1	Clauses 20 to 25
Clauses 10 to 17	Schedule 4
Schedule 2	Clauses 26 to 32
Clauses 18 and 19	Title

[Amendments marked ★ are new or have been altered]

Clause 1

LORD FOX

★ Clause 1, page 3, line 38, at end insert –

“2CA Payments collected by intermediaries

- (1) This section applies where, under or in connection with a contract to which section 2B applies (“the supply contract”), a person other than the supplier (“the intermediary”) receives all or part of a relevant payment from the purchaser for onward transmission to the supplier.
- (2) This section applies regardless of –
 - (a) whether the intermediary acts as agent for the supplier or the purchaser or otherwise, and
 - (b) the legal characterisation of any contract between the intermediary and the supplier or the purchaser.
- (3) For the purposes of this section, a relevant payment is not to be treated as made to the supplier until the amount received by the intermediary is received by the supplier.
- (4) It is an implied term of any contract between the intermediary and the supplier that the intermediary must pay to the supplier any amount received from the purchaser in respect of a relevant payment under the supply

contract before the end of the period of 7 days beginning with the day on which the intermediary receives that amount.

- (5) A term of any contract is void so far as it purports to –
 - (a) provide for payment to the supplier later than is required by subsection (4), or
 - (b) treat a relevant payment as made to the supplier earlier than is provided by subsection (3).
- (6) Where the intermediary fails to comply with the implied term in subsection (4), the unpaid amount is to be treated as a qualifying debt owed by the intermediary to the supplier for the purposes of this Act (and statutory interest runs accordingly).
- (7) Subsection (4) does not require the intermediary to pay an amount to the supplier so far as the intermediary is entitled to deduct or withhold that amount under a term of a contract with the supplier that is fair and reasonable having regard to the matters specified in Schedule 2 to the Unfair Contract Terms Act 1977; and it is for the intermediary to show that any such term satisfies that test.”

Member's explanatory statement

This amendment closes the online marketplace loophole by providing that payment is not treated as made to a supplier until the supplier actually receives the money, and by requiring any intermediary that collects payment on a supplier's behalf to remit it within 7 days regardless of how the intermediary is legally characterised.

After Clause 1

LORD FOX

★

After Clause 1, insert the following new Clause –

“Review of maximum payment period for non-public authority purchasers

- (1) Within the period of five years beginning with the day on which section 1 comes into force, the Secretary of State must lay before Parliament –
 - (a) draft legislation to substitute “45 days” for “60 days” in section 2B(2)(b) of CPILPA 1998, or
 - (b) a statement explaining why the Secretary of State has not done so.
- (2) Draft legislation under subsection (1)(a) may make consequential, transitional or saving provision, including provision amending any reference to a period of 60 days elsewhere in that Act that is consequential on the substitution.
- (3) Before laying anything under subsection (1), the Secretary of State must consult such persons as the Secretary of State considers appropriate, including persons appearing to represent the interests of small businesses and of larger businesses.”

Member's explanatory statement

This amendment requires the Secretary of State, within five years, either to lay draft legislation reducing the maximum payment period for private purchasers from 60 to 45 days, or to explain to Parliament why not.

Clause 3

LORD HUNT OF WIRRAL
LORD SHARPE OF EPSOM

- ★ Clause 3, page 7, leave out lines 3 to 16

Member's explanatory statement

This amendment seeks to probe the scope and impact of exempting upwards payments from the restriction on payment terms, given the fact that many of the suppliers will still be small or medium businesses.

LORD HUNT OF WIRRAL
LORD SHARPE OF EPSOM

- ★ Clause 3, page 8, line 28, at end insert –

“(9A) Regulations under subsection (7) must not specify criteria of undertakings that differ from –

- (a) the Procurement Act 2023 (see section 123 of that Act),
- (b) the Companies Act 2006 (see sections 382, 383, 384, 384A, 465 and 466 of that Act),
- (c) the Enterprise Act 2016 (see section 2 of that Act), or
- (d) the Small Business, Enterprise and Employment Act 2015 (see sections 33 and 34 of that Act),

without amending all of those Acts in accordance with the Secretary of State’s criteria.”

Member's explanatory statement

This amendment seeks to prevent the Secretary of State from creating a new definition for different-sized businesses without standardising all existing definitions.

After Clause 8

LORD FOX

★ After Clause 8, insert the following new Clause –

“Agreements relating to copyright and other intellectual property

After section 15A of the CPILPA 1998 insert –

“15B Agreements relating to copyright etc.

- (1) The provisions in Part 1A, Part 1B, section 4, section 6A, section 11A and section 15A do not apply to a contract that is, or is principally, for –
 - (a) the licence or assignment of, or
 - (b) the grant of any other right in or in relation to, copyright or rights in performances.
- (2) Subsection (1) applies whether or not the work or other subject-matter to which the rights relate is in existence when the contract is entered into, and accordingly applies to a contract under which the supplier is to create, write or otherwise produce that work or subject-matter.
- (3) A contract is not prevented from falling within subsection (1) by reason only that it also requires the supplier to do one or more things in connection with the work or other subject-matter, including to deliver, check, edit or revise it, to review proofs, to engage in relation to its design or packaging, or to undertake promotional or similar activities.
- (4) Accordingly, no royalty, advance on royalties, residual or other payment under a contract within subsection (1) is a relevant payment or a qualifying debt for the purposes of this Act.
- (5) In this section “rights in performances” has the same meaning as in Part 2 of the Copyright, Designs and Patents Act 1988.””

Member's explanatory statement

This amendment would confirm on the face of the Act that the Act does not apply to contracts principally for the licence or assignment of copyright or rights in performances, so that royalties, advances and residuals under publishing, music, screen and similar agreements fall outside the late payment regime.

Clause 11

LORD HUNT OF WIRRAL
LORD SHARPE OF EPSOM

★ Clause 11, page 15, line 34, at end insert –

- “(3) A party to a construction contract is not precluded from engaging with a third party in the transference of money to another party to the construction contract under subsection (1).”

Member's explanatory statement

This amendment seeks to probe whether escrow arrangements would still be permitted under the terms of the Bill.

Clause 12

LORD HUNT OF WIRRAL
LORD SHARPE OF EPSOM

- ★ Clause 12, page 17, line 30, leave out from “means” to the end of line 32 and insert “—
- (a) the last day of the period of two years beginning with the day on which this section comes into force, where the payer is a public authority, or
 - (b) the last day of the period of three years beginning with the day on which this section comes into force, where the payer is not a public authority;”

Member's explanatory statement

This amendment seeks to reduce the transition period for existing retention payments held by public authorities from three to two years.

Clause 18

LORD HUNT OF WIRRAL
LORD SHARPE OF EPSOM

- ★ Clause 18, page 21, line 23, leave out “(but no other type of person)” and insert “or consumer”

Member's explanatory statement

This amendment, and another in the name of Lord Hunt, is intended to probe the Government's reasoning for restricting the adjudication scheme solely to disputes involving small businesses as claimants.

LORD HUNT OF WIRRAL
LORD SHARPE OF EPSOM

- ★ Clause 18, page 21, line 29, leave out “larger”

Member's explanatory statement

This amendment is intended to probe the Government's reasoning for limiting the Small Business Commissioner's adjudication scheme to disputes between small businesses and larger businesses.

LORD HUNT OF WIRRAL
LORD SHARPE OF EPSOM

- ★ Clause 18, page 21, line 31, after “applies” insert “or by a small business to a consumer under an express or implied term of a contract”

Member's explanatory statement

This amendment, and another in the name of Lord Hunt, is intended to probe the Government's reasoning for restricting the adjudication scheme solely to disputes involving small businesses as claimants.

LORD FOX

Clause 18, page 22, line 35, insert –

- “(5A) The adjudicator must reach a decision determining a relevant payment dispute before the end of the period of 60 days beginning with the day on which the dispute is referred to adjudication under the scheme.
- (5B) The adjudicator may compel parties to share relevant information with itself, if the sharing of such information is necessary for the fulfilment of the duty under section (5A).
- (5C) The Commissioner may extend the period in subsection (5A), in relation to a particular dispute, by such further period as the Commissioner considers reasonable, having regard in particular to the complexity of the dispute and the conduct of the parties.
- (5D) Where the Commissioner extends the period under subsection (5C), the Commissioner must notify the parties of the extension and of the reasons for it.”

Member's explanatory statement

This amendment requires payment disputes referred to the adjudication scheme to be resolved within 60 days, unless the Small Business Commissioner considers a longer period reasonable.

LORD FOX

Clause 18, page 25, line 4, at end insert –

“2FA Protection of small businesses from detriment

- (1) A larger business must not subject a small business to a detriment on the ground that the small business has –
 - (a) referred, or proposes to refer, a relevant payment dispute to adjudication under the SBC adjudication scheme,
 - (b) provided information to the Commissioner for the purposes of, or in connection with, an investigation under section 2H, or
 - (c) done any other thing for the purposes of, or in connection with, the exercise of any of the Commissioner's functions under this Part.

- (2) A “detriment” includes (but is not limited to) –
 - (a) terminating, or threatening to terminate, a contract;
 - (b) refusing to enter into a contract or to continue to supply or purchase goods or services;
 - (c) varying the terms on which the larger business deals with the small business to the disadvantage of the small business;
 - (d) including the small business on, or referring it to, any list, register or database maintained for the purpose of discouraging others from contracting with it.
- (3) A term of any contract or other agreement is void so far as it purports to authorise, or to provide for the consequences of, conduct prohibited by subsection (1).
- (4) A small business which is subjected to a detriment in contravention of subsection (1) may bring civil proceedings; and the court may grant such remedy or relief (including damages, an injunction or, in Scotland, an order for specific performance or interdict) as it considers appropriate.
- (5) Where a small business shows facts from which the court could conclude, in the absence of any other explanation, that a detriment was imposed on a ground mentioned in subsection (1), the court must find that the contravention occurred unless the larger business shows that the detriment was imposed for another reason.”

Member's explanatory statement

This amendment protects small businesses from blacklisting, contract termination and other retaliation for using the adjudication scheme or assisting an investigation, voids contract terms enabling such retaliation, and places the burden on the larger business to show any detriment had a legitimate cause.

LORD HUNT OF WIRRAL
LORD SHARPE OF EPSOM

- ★ Clause 18, page 25, leave out lines 12 and 13

Member's explanatory statement

This amendment probes what additional grounds may be included in section 2D (power to decline to adjudicate disputes) by regulations to decline to adjudicate and why they are not included in primary legislation.

LORD HUNT OF WIRRAL
LORD SHARPE OF EPSOM

- ★ Clause 18, page 25, leave out lines 14 and 15

Member's explanatory statement

This amendment probes what additional disputes may be included in section 2E (excluded disputes) by regulations and why they are not included in primary legislation.

LORD HUNT OF WIRRAL
LORD SHARPE OF EPSOM

- ★ Clause 18, page 25, line 19, after “adjudication” insert “(but see subsection (2A))”

LORD HUNT OF WIRRAL
LORD SHARPE OF EPSOM

- ★ Clause 18, page 25, line 21, after “circumstances” insert “subject to the agreement of both parties”

Member's explanatory statement

This amendment seeks to ensure that any extensions to time limits are subject to the consent of both parties participating in adjudication.

LORD HUNT OF WIRRAL
LORD SHARPE OF EPSOM

- ★ Clause 18, page 25, leave out lines 33 to 35

Member's explanatory statement

This amendment ensures that the Small Business Commissioner is not conferred unspecified adjudicatory powers without the appropriate safeguards in place.

LORD HUNT OF WIRRAL
LORD SHARPE OF EPSOM

- ★ Clause 18, page 25, leave out lines 37 and 38

Member's explanatory statement

This amendment probes at how the Small Business Adjudication scheme will be funded.

LORD HUNT OF WIRRAL
LORD SHARPE OF EPSOM

- ★ Clause 18, page 25, line 38, at end insert –

- “(2A) In paragraph (2)(a), “steps” include but are not limited to –
(a) mandatory negotiation, and
(b) a specified complaints procedure.”

Member's explanatory statement

This amendment probes what steps are envisaged small businesses must make before referring a dispute to adjudication.

LORD HUNT OF WIRRAL
LORD SHARPE OF EPSOM

★ Clause 18, page 25, line 38, at end insert —

“(2A) Regulations under this section must provide for an adjudicator to determine a dispute within 28 days of referral, subject to such extensions as may be agreed by the parties.”

Member's explanatory statement

This amendment sets a defined timeline for the Small Business Commissioner to adjudicate disputes.

LORD HUNT OF WIRRAL
LORD SHARPE OF EPSOM

★ Clause 18, page 26, line 3, at end insert —

“(5) A statutory instrument containing regulations under this section must not be made unless a draft of the instrument has been laid before and approved by a resolution of each House of Parliament.”

Member's explanatory statement

This amendment ensures that any regulations about the Small Business Commissioner adjudication scheme are subject to the affirmative procedure.

Clause 24

LORD FOX

Clause 24, page 37, line 41, at end insert —

- “(ca) must, in making provision under paragraph (c), secure that a company’s turnover in the United Kingdom —
- (i) includes turnover of any undertaking in the same group as the company so far as that turnover is attributable to activity in the United Kingdom, and
 - (ii) includes turnover attributable to goods or services supplied to, or for the benefit of, persons in the United Kingdom, however and wherever that turnover is booked, recognised or accounted for;
- (cb) must include provision disregarding, for the purpose of determining turnover in the United Kingdom, any arrangement the main purpose, or one of the main purposes, of which is to reduce the amount of a financial penalty that may be imposed under the regulations;”

Member's explanatory statement

This amendment requires the regulations defining a company’s UK turnover, for the purpose of the penalty cap, to capture UK-attributable group turnover however it is booked and to disregard arrangements designed to shrink the penalty, preventing avoidance through profit-shifting.

After Clause 25

LORD FOX

After Clause 25, insert the following new Clause —

“Funding of the Small Business Commissioner: statement to Parliament

- (1) The Secretary of State may not appoint a day under section 31(1) for the coming into force of any provision of Part 2, or of Schedule 4, until the Secretary of State has laid before each House of Parliament a statement setting out the Government’s plan for funding the exercise by the Small Business Commissioner of the functions conferred or modified by this Act.
- (2) The statement must in particular set out —
 - (a) the resources the Secretary of State considers the Commissioner will require to operate the SBC adjudication scheme and to carry out investigations under section 2H of the Enterprise Act 2016,
 - (b) the funding the Secretary of State intends to make available for each of the first three financial years following commencement, and
 - (c) the basis on which the adequacy of that funding will be kept under review.”

Member’s explanatory statement

This amendment prevents the Commissioner’s new adjudication and investigation functions from being commenced until the Government has laid before Parliament a plan for funding them.

Clause 31

LORD HUNT OF WIRRAL
LORD SHARPE OF EPSOM

★ Clause 31, page 41, line 34, at end insert —

- “(2A) Section 4 comes into force on the day after the last day of the period of 12 months beginning with the day on which this Act is passed.”

Member’s explanatory statement

This amendment seeks to provide a one year transitional period before statutory interest payments come into force, so as to allow businesses to implement the underpinning technology and deal with the incoming regulation.

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