(*c*) in Part II of the Second Schedule there shall be added, as paragraph 2 (*e*) thereof, the following:—

"(*e*) the total amount of the rentals payable under the agreement in respect of each period is ascertainable at the date of the signing of the agreement.".

2. This Order may be cited as the Control of Hiring (Amendment) Order, 1956, and shall come into operation on the 27th day of April, 1956.

Dated this 24th day of April, 1956.

Derek Walker-Smith,
Parliamentary Secretary to the Board of Trade.

EXPLANATORY NOTE

(*This Note is not part of the Order, but is intended to indicate its general purport.*)

This Order amends the Control of Hiring Order, 1956. It clarifies the meaning of the word "rental" and provides that all rentals shall be ascertainable at the date of the signing of the agreement.

1956 No. 1269

The Control of Hiring (No. 2) Order, 1956

Made - - - -	15*th August*, 1956
Laid before Parliament	20*th August*, 1956
Coming into Operation	21*st August*, 1956

The Board of Trade in pursuance of the powers conferred upon them by Regulation 55 of the Defence (General) Regulations, 1939, as having effect by virtue of the Supplies and Services (Transitional Powers) Act, 1945(**a**), as extended by the Supplies and Services (Extended Purposes) Act, 1947(**b**), and the Supplies and Services (Defence Purposes) Act, 1951(**c**), and continued in force by the Supplies and Services (Continuance) Order, 1955(**d**), hereby order as follows:—

1. A person shall not dispose of goods to which this Order applies in pursuance of an agreement to let those goods on hire entered into after the 17th day of February, 1956, unless the relevant requirements specified in the Second Schedule hereto are or have been satisfied in relation to that agreement and any related agreement.

2. A person shall not be in possession of any goods to which this Order applies by virtue of an agreement to let those goods on hire entered into after the said date unless—

(*a*) that agreement and any related agreement is in writing;

(**a**) 9 & 10 Geo. 6. c. 10; and S.R. & O. 1945/1618 (1945 II, p. 48).
(**b**) 10 & 11 Geo. 6. c. 55.
(**c**) 14 & 15 Geo. 6. c. 25.
(**d**) S.I. 1955/1810 (1955 II, p. 2491).

(*b*) a payment was made by him before the signing of that agreement complying with the provisions of paragraph 3 of the Second Schedule hereto (except where such a payment is not required by virtue of the proviso to the said paragraph 3);

(*c*) the terms of that agreement and of any related agreement are such as to comply with the provisions of paragraphs 2 and 4 of the Second Schedule hereto.

3. A person shall not cause or permit any goods to which this Order applies to be in possession of another person by virtue of an agreement to let those goods on hire if the possession of those goods by that other person contravenes the provisions of Article 2 hereof.

4.—(1) A person shall not enter into any agreement (including any renewal or extension of an agreement) whereby any agreement entered into after the said date to let on hire goods to which this Order applies or any related agreement is varied in any one or more of the following respects, that is to say—

(*a*) any payment, made before the signing thereof in accordance with the provisions of this Order, is affected;

(*b*) any payment to be made thereunder is increased;

(*c*) the periods in respect of which payments are to be made thereunder are varied.

(2) A person shall not enter into any agreement whereby an agreement to let goods on hire entered into whether before, on or after the said date is varied in such manner that that agreement to let goods on hire comprises after such variation goods to which this Order applies not comprised therein before such variation.

5. A person who has disposed of goods to which this Order applies in pursuance of an agreement to let those goods on hire entered into after the said date shall not renew or extend that agreement if after such renewal or extension any rental payable is greater than the smallest rental payable before such extension or renewal.

6. Nothing in this Order shall—

(*a*) apply to the disposal of goods in pursuance of an agreement to let those goods on hire, the terms of which are such that the hirer will not be in possession on any premises of those goods for more than twelve days in any period of twenty-eight days, being goods in respect of which there is no other agreement for the hire of those goods under which another person may be in possession on the same premises of the goods during the whole or part of the remainder of the period of twenty-eight days;

(*b*) apply to the possession by a person of any goods under an agreement to let those goods on hire if that person is not in possession (whether under that agreement or otherwise) on any premises of those goods for more than twelve days in any period of twenty-eight days, and those goods are not during the whole or part of the remainder of the period of twenty-eight days in the possession on the same premises of any other person; or

(*c*) prohibit the doing of anything under the authority of a licence granted by the Board of Trade under this Article and in accordance with any condition attached thereto.

7. A person who disposes of any goods to which this Order applies or has any such goods in his possession under an agreement to let those goods on hire entered into before the 21st day of August, 1956, shall, if the disposal and possession would not have contravened the provisions of the Orders hereby revoked as in force immediately before that date, be deemed not to contravene the provisions of Articles 1 and 2 of this Order.

8.—(1) The goods to which this Order applies are goods (whether new or second-hand) of the descriptions specified in the First Schedule hereto.

(2) In this Order—

"related agreement" means, in relation to any agreement to let any goods on hire, any such other agreement in respect of those goods as is referred to in paragraph 3 (*b*) of the Second Schedule hereto;

"rental" includes, in relation to any goods, any payment (howsoever payable) made wholly or partly for the possession or use, or possession and use, of the goods.

9. For the purposes of this Order an agreement to let on hire does not include a hire-purchase agreement as defined in Article 7 of the Hire-Purchase and Credit Sale Agreements (Control) Order, 1956(**a**).

10. The Control of Hiring Order, 1956(**b**), and the Control of Hiring (Amendment) Order, 1956(**c**), are hereby revoked:

Provided that any current licence granted thereunder shall continue to have effect as if it had been granted under this Order.

11. This Order may be cited as the Control of Hiring (No. 2) Order, 1956, and shall come into operation on the 21st day of August, 1956.

Dated this 15th day of August, 1956.

Derek Walker-Smith,
Parliamentary Secretary to the
Board of Trade.

FIRST SCHEDULE

GOODS TO WHICH THIS ORDER APPLIES

Description of Goods

1. Radio receiving sets and television receiving sets (including portable sets and sets designed for use in road vehicles), whether or not assembled and whether or not complete; television aerials, cathode ray tubes, loud speakers and television conversion units.

2. Gramophones, radio-gramophones, record players and tape recorders.

3. Appliances and apparatus, whether mechanically operated or not, being appliances or apparatus of a kind designed or suitable for domestic use, the following:—

Space heating appliances.

Dish washers.

Drying cabinets and drying machines.

Washing machines and washers excluding washing machines and washers which are designed for heating water by electricity or gas but which are not otherwise designed for operation by electricity or gas.

Ironing machines and irons.

(a) S.I. 1956/180 (p. 2284 below). (b) S.I. 1956/179 (p. 2267 above).
(c) S.I. 1956/626 (p. 2271 above).

Wringers and mangles.
Pressure cookers.
Floor polishers.
Vacuum cleaners.
Water softeners.
Refrigerators having a storage capacity not exceeding 12 cubic feet.
Machines for mixing, extracting and preparation of food and drink.
Electric kettles and other cooking utensils incorporating heating elements, including electric hot-plates.
Dry shavers, electrically operated.
Sewing machines.
Knitting machines.
Hair drying machines.

SECOND SCHEDULE

1. The agreement is in writing and is for a definite period of not less than nine months or for an indefinite period.

2. The terms of the agreement are such that—

(*a*) the rentals for the hire of the goods comprised in the agreement are payable in respect of either weekly, monthly or quarterly periods;

(*b*) the periods in respect of which the rentals are payable are either all weekly, all monthly or all quarterly;

(*c*) the first such period commences on the date of the signing of the agreement;

(*d*) no rental payable in respect of any period after the expiry of nine months from the date of the signing of the agreement is greater than the smallest rental payable in respect of any period during the said nine months; and

(*e*) the total amount of the rentals payable under the agreement in respect of each period is ascertainable at the date of the signing of the agreement.

3. Before the signing of the agreement actual payment is made in respect of the goods comprised in the agreement of not less than the aggregate of—

(*a*) all the rentals payable for the hire of those goods in respect of the period of nine months from the date of the signing of the agreement; and

(*b*) all the charges payable for or in connection with any services (other than the supply of electricity or gas) to be performed in relation to those goods during the period of nine months from the date of the signing of the agreement, being charges payable under that agreement or under any other agreement made or intended to be made between the parties in relation to those goods or under any other agreement made or to be made in relation to those goods as a condition for entering into the agreement for the hire of those goods:

Provided that this paragraph shall not apply to any agreement which is a renewal or extension of an agreement which was entered into for a definite period of not less than nine months, and such renewal or extension takes effect immediately on the expiry of that period.

4. The terms of any agreement under which any charges referred to in head (*b*) of paragraph 3 of this Schedule are payable are such that—

(*a*) the charges are payable in respect of either weekly, monthly or quarterly periods;

(*b*) the periods in respect of which the charges are payable are either all weekly, all monthly or all quarterly;

(*c*) the first such period commences on the date of the signing of the agreement;

(*d*) no charge payable in respect of any period after the expiry of nine months from the date of the signing of the agreement is greater than the smallest charge in respect of any period during the said nine months; and

(*e*) the total amount of the charges payable under the agreement in respect of each period is ascertainable at the date of the signing of the agreement.

In this Schedule references to goods comprised in any agreement shall be construed as references to all the goods comprised in that agreement whether or not goods to which this Order applies.

EXPLANATORY NOTE

(*This Note is not part of the Order, but is intended to indicate its general purport.*)

This Order supersedes the Control of Hiring Order, 1956, as amended.

The principal changes are as follows:—

(1) apart from the exception in Article 6 (which has been redrafted), the hiring of goods to which the Order applies must now be for a definite period of not less than nine months or for an indefinite period; and

(2) the charges (other than those for the supply of electricity or gas) mentioned in paragraph 3 (*b*) of the Second Schedule must now be ascertainable at the date of the signing of the relevant agreement.

1956 No. 1498

The Control of Hiring (No. 2) (Amendment) Order, 1956

Made - - - -	21*st September*, 1956
Laid before Parliament	27*th September*, 1956
Coming into Operation	1*st October*, 1956

The Board of Trade in pursuance of the powers conferred upon them by Regulation 55 of the Defence (General) Regulations, 1939, as having effect by virtue of the Supplies and Services (Transitional Powers) Act, 1945(**a**), as extended by the Supplies and Services (Extended Purposes) Act, 1947(**b**), and the Supplies and Services (Defence Purposes) Act, 1951(**c**), and continued in force by the Supplies and Services (Continuance) Order, 1955(**d**), hereby order as follows:—

1. The Control of Hiring (No. 2) Order, 1956(**e**), shall have effect subject to the amendment that in Article 6 there shall be added, as sub-paragraph (*d*) thereof, the following:—

"(*d*) apply to the possession by a person of goods by virtue of an agreement to let those goods on hire if the person letting those goods on hire has disposed of them to the hirer under the authority of a licence granted by the Board of Trade under this Article.".

(**a**) 9 & 10 Geo. 6. c. 10; and S.R. & O. 1945/1618 (1945 II, p. 48).
(**b**) 10 & 11 Geo. 6. c. 55.
(**c**) 14 & 15 Geo. 6. c. 25.
(**d**) S.I. 1955/1810 (1955 II, p. 2491).
(**e**) S.I. 1956/1269 (p. 2272 above).