EXPLANATORY NOTE

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

This Order makes a change in the maximum amount of milk for which the Minister of Health or Secretary of State for Scotland will make payment in respect of young children attending day nurseries registered under the Welfare Foods Order. From 1st September, 1956, the amount will be ½ pint for each day on which a child attends the nursery instead of ⅓ pint for each morning and each afternoon.

---

(7) HIRE AND PURCHASE OF GOODS

1956 No. 179

The Control of Hiring Order, 1956

Made - - - -	17*th February*, 1956
Laid before Parliament	17*th February*, 1956
Coming into Operation	18*th February*, 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—

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

(*b*) unless a payment was made by him before the signing of that agreement complying with the provisions of paragraph 2 of Part I, or paragraph 3 of Part II, as the case may be, of the Second Schedule (except where such a payment is not required by virtue of the proviso to the said paragraph 3);

(*c*) if he has been in possession of those goods by virtue of a previous agreement to let those goods on hire entered into after the said date for a definite period of nine months or less, except where Article 5 does not apply to the possession of those goods by him by virtue of the proviso thereto;

(*d*) unless, in the case of an agreement for a definite period of more than nine months or for an indefinite period, the terms of that agreement and of any related agreement are such as to comply with the provisions of paragraphs 2 and 4 of Part II of the Second Schedule hereto.

(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).

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 for a definite period of nine months or less shall not after the expiry of that period permit the hirer to be in possession of those goods under any agreement for hire:

Provided that this Article shall not apply in relation to the possession of any goods by a person under an agreement for a definite period of less than one month if that person is not in possession of those goods under that agreement or any extension or renewal thereof for a total period exceeding one month.

6. 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 for a definite period exceeding nine months or for an indefinite period 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.

7. 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 of those goods for more than twelve days in any period of twenty-eight days;

(*b*) apply to the possession by a person of any goods under such an agreement if that person is not in possession of those goods for more than twelve days in any period of twenty-eight days; 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.

8.—(1) The goods to which this Order applies are goods (whether new or secondhand) 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 2 (*b*) of Part I, or paragraph 3 (*b*) of Part II, as the case may be, of the Second Schedule hereto.

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. This Order may be cited as The Control of Hiring Order, 1956, and shall come into operation on the 18th day of February, 1956.

Dated this 17th day of February, 1956.

Peter Thorneycroft,
President of 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.
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

Part I

Agreements for a definite period of nine months or less

1. The agreement is in writing.

2. Before the signing of the agreement actual payment is made in respect of the goods comprised in the agreement of the aggregate of—

(*a*) all the rentals payable for the hire of the goods ; and

(*b*) all the fixed or ascertainable charges payable for or in connection with any services to be performed in relation to those goods, 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.

(a) S.I. 1956/180 (p. 2284 below).

PART II

AGREEMENTS FOR A DEFINITE PERIOD OF MORE THAN NINE MONTHS OR FOR AN INDEFINITE PERIOD

1. The agreement is in writing.

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; and

(*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,

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 fixed or ascertainable charges payable for or in connection with any services 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 more 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 Part 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.

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.)

The Order imposes control on the disposal and possession of goods under hiring agreements.

The Order relates to the goods described in the First Schedule disposed of or held under agreements entered into after the 17th February, 1956.

The principal requirement of the Order is that, before the signing of any such agreement, payment shall be made—

(*a*) in the case of an agreement for a definite period of nine months or less, of the whole of the rentals and charges for services payable under that or any related agreement; and

(*b*) in any other case, of the whole of the rentals and charges payable during the first nine months.

Where goods have been hired to a person for a definite period of nine months or less, the Order prohibits any further hiring of those goods to that person, except that where goods have been hired for less than one month the hiring may be extended so long as the total period of hire does not exceed one month.

The Order does not apply to the disposal or possession of goods held under an agreement where the hirer is not to be in possession for more than 12 days in any 28 days.

1956 No. 626

The Control of Hiring (Amendment) Order, 1956

Made - - - -	24*th April*, 1956
Laid before Parliament	26*th April*, 1956
Coming into Operation	27*th April*, 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 Order, 1956(**e**), shall have effect subject to the following amendments:—

(*a*) for paragraph (2) of Article 8 there shall be substituted the following:—

"(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 2 (*b*) of Part I, or paragraph 3 (*b*) of Part II, as the case may be, 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.";

(*b*) in Part I of the Second Schedule there shall be added, as paragraph 1A thereof, the following:—

"1A. The terms of the agreement are such that the total amount of the rentals payable thereunder is ascertainable at the date of the signing of the agreement."; and

---

(**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. 1956/179 (p. 2267 above).