STATUTORY INSTRUMENTS

1964 No. 943

EMERGENCY POWERS

The Control of Hiring Order 1964

Made - - - -	24*th June* 1964
Laid before Parliament	1*st July* 1964
Coming into Operation	2*nd July* 1964

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 Emergency Laws (Repeal) Act 1959(a), hereby order as follows :—

1.—(1) A person shall not dispose of any goods to which this Order applies in pursuance of an agreement to let those goods on hire entered into after the 28th April 1960 (hereinafter called " the said date ") unless the requirements specified in Part I of Schedule 2 hereto are or have been complied with in relation to that agreement and any related agreement.

(2) In any proceedings for an alleged contravention of the provisions of this Article, in which it is alleged that, by virtue of the provisions of Part II of Schedule 2 hereto, the requirement specified in paragraph 3 of Part I of that Schedule was not complied with, it shall, in respect of that allegation, be a defence if the defendant shall prove that at the time of the alleged offence—

(*a*) he had no reasonable cause to believe that money had been borrowed or otherwise acquired or agreed to be borrowed or otherwise to be acquired for the purpose and in the circumstances mentioned in the said Part II ; and

(*b*) he was not a party to any agreement or arrangement under or as a result of which money could be borrowed or otherwise acquired or agreed to be borrowed or otherwise to be acquired to facilitate the making of payments of the description mentioned in the said paragraph 3.

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 complies with the requirements specified in paragraph 1 of Part I of Schedule 2 hereto ;

(*b*) a payment was made by him before he entered into that agreement complying with the requirement specified in paragraph 3 of Part I of Schedule 2 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 requirements specified in paragraphs 2 and 4 of Part I of Schedule 2 hereto.

3. A person shall not knowingly 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.

(a) 7 & 8 Eliz. 2. c. 19.

4.—(1) A person shall not knowingly cause or permit another person to be in possession of any goods to which this Order applies in anticipation of the making of a hiring agreement in respect of those goods or other goods to which this Order applies unless, within 14 days of those goods being disposed of to that other person that other person has made actual payment of an amount calculated in accordance with the provisions of paragraph (2) of this Article to the person who has disposed of the goods to him.

(2) The amount to be paid by a person by virtue of paragraph (1) of this Article in respect of any goods shall be the amount which that person would have been required to pay in accordance with the provisions of paragraph 3 of Part I of Schedule 2 hereto if he had entered into an agreement for the hire of those or similar goods with the person disposing of those goods in the ordinary course of business on the date when those goods were disposed of to him.

(3) The provisions of Part II of Schedule 2 hereto shall, with the requisite modifications, apply for the purpose of determining whether this Article has been complied with as they apply for the purpose of determining whether the requirement specified in paragraph 3 of Part I of that Schedule has been complied with.

(4) Any payment made by virtue of this Article or of the corresponding provision of the Orders hereby revoked shall not be repaid in whole or in part unless and until the goods in respect of which the payment was made have been returned to the person to whom it was made.

5.—(1) A person shall not dispose of any television receiving set in pursuance of an agreement to let that set on hire if he knows either—

(*a*) that payment of the amount of which actual payment is required to be made in respect of that agreement by paragraph 3 of Part I of Schedule 2 hereto, was facilitated by the insertion of coins in a slot meter or other device used for the purposes of operating, or otherwise in conjunction with, any other television receiving set which was disposed of, after 20th August 1963 and at any time during the period of nine months immediately preceding the making of that agreement, by that or any other person to the hirer under that agreement or to any other person ; or

(*b*) that such other television receiving set was so disposed of with the intention that such a payment in respect of that agreement would be so facilitated.

(2) Notwithstanding the provisions of Article 8 (1) hereof, the provisions of this Article shall apply whenever the other television receiving set was manufactured.

6.—(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 in accordance with the provisions of this Order or of the corresponding provisions of the Orders hereby revoked before the agreement was entered into, 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 :

Provided that nothing in this paragraph shall prohibit any person from entering into an agreement providing for the return on the termination of an agreement to let on hire goods to which this Order applies of the whole or part of any payment made in accordance with the provisions of this Order or of the corresponding provisions of the Orders hereby revoked before the last mentioned agreement was entered into.

(2) A person shall not enter into any agreement (including any renewal or extension of an 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.

7. 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 renewal or extension.

8.—(1) Nothing in this Order shall apply to the disposal by any person of goods in pursuance of an agreement in writing to let those goods on hire, if those goods were manufactured not less than three years before the date on which the agreement was entered into.

(2) Nothing in this Order shall apply to the possession by any person of goods under an agreement to let those goods on hire if this Order does not, by virtue of paragraph (1) of this Article, apply to the disposal of those goods to him.

(3) Nothing in this Order shall—

(*a*) apply to the disposal of goods of any of the descriptions specified in items 1–4 of Schedule 1 hereto 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 goods of any of the descriptions specified in items 1–4 of Schedule 1 hereto 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 ;

(*c*) apply to the disposal of goods of the description specified in item 5 of Schedule 1 hereto in pursuance of an agreement to let those goods on hire for a period of not more than thirty days, if the total period during which the hirer will be in possession of those goods under that and any previous agreement to let those goods on hire entered into after the said date will not exceed thirty days in any period of twelve months ;

(*d*) apply to the possession by a person of any goods of the description specified in item 5 of Schedule 1 hereto under such an agreement, if

that person has not been in possession of those goods, under that or any previous agreement to let those goods on hire entered into after the said date, for more than thirty days in any period of twelve months ;

(*e*) apply to the disposal of goods to, or the possession of goods by, an overseas visitor under an agreement to let those goods on hire ;

(*f*) 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 ; or

(*g*) 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.

9.—(1) Nothing in Article 1 of this Order shall prohibit the disposal of a mechanically propelled road vehicle in pursuance of an agreement in writing for a definite period of not less than one year to let that vehicle on hire which provides in relation to the mileage covered by that vehicle for payment of a rental or a charge for or in connection with any services to be performed in relation to that vehicle if

(*a*) the said rental or charge or both of them together are payable only in respect of every mile covered by the vehicle in excess of a mileage specified in that agreement, being not less than 15,000 miles and being the mileage covered by the vehicle in any period of not more than one year while the vehicle is subject to that agreement, and

(*b*) the requirements specified in paragraphs 2, 3 and 4 of Part I of Schedule 2 hereto are or have been complied with in relation to all other rentals and charges payable under that agreement or any related agreement.

(2) Nothing in Article 2 of this Order shall prohibit the possession by any person of any vehicle under an agreement to let that vehicle on hire if Article 1 of this Order does not, by virtue of paragraph (1) of this Article, prohibit the disposal of that vehicle to him.

10.—(1) Nothing in this Order shall apply to the disposal of any goods vehicle in pursuance of an agreement to let that vehicle on hire if the hirer under that agreement is in possession of a currently valid carrier's licence granted to him under Part IV of the Road Traffic Act 1960(**a**).

(2) Nothing in this Order shall apply to the possession by any person of any goods vehicle by virtue of an agreement to let that vehicle on hire if—

(*a*) that person is in possession of a currently valid carrier's licence granted to him under Part IV of the Road Traffic Act 1960 ;

(*b*) that vehicle is an authorised vehicle within the meaning of that Part of that Act in relation to that carrier's licence ; and

(*c*) the requirements of Regulation 11(2) of the Goods Vehicles (Licences and Prohibitions) Regulations 1960(**b**) (which relates to the affixing to vehicles of identity certificates) are complied with in relation to that vehicle.

(3) For the purposes of this Article " goods vehicle " means a motor vehicle constructed or adapted for use for the carriage of goods.

(**a**) 8 & 9 Eliz. 2. c. 16. (**b**) S.I. 1960/1505 (1960 III, p. 3020).

11.—(1) The goods to which this Order applies are goods (whether new or secondhand) of the descriptions specified in Schedule 1 hereto.

(2) In this Order—

"overseas visitor" means any person who is not ordinarily resident in the United Kingdom,

"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 Part I of Schedule 2 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.

(3) The provisions of Part II of Schedule 2 hereto shall apply for the purpose of determining whether the requirement specified in paragraph 3 of Part I of that Schedule has been complied with.

(4) For the purposes of this Order an agreement to let on hire does not include a hire-purchase agreement as defined in Article 10 of the Hire-Purchase and Credit Sale Agreements (Control) Order 1964(a).

12.—(1) The provisions of Article 4 hereof shall not apply in relation to the possession of any goods by a person if those goods have been disposed of to him before the 20th January 1961 in anticipation of the making of a hiring agreement.

(2) The provisions of paragraph 2(*f*) of Part I of Schedule 2 hereto shall apply only in respect of agreements to let goods on hire entered into on or after the 20th January 1961.

13. The Orders specified in Schedule 3 hereto are hereby revoked:

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

14. This Order may be cited as the Control of Hiring Order 1964 and shall come into operation on 2nd July 1964.

David Price,
Parliamentary Secretary to the
Board of Trade.

24th June 1964.

SCHEDULE 1

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 juke boxes, tape recorders.

3. Space heating installations and appliances of a kind designed exclusively or mainly for domestic use.

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

Dish washers.

(a) S.I. 1964/942 (1964 II. p. 2104).

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.

5. Mechanically propelled road vehicles constructed or adapted for the carriage of passengers or goods, mechanically propelled bicycles and tricycles, and sidecars; excluding—

(i) ambulances,

(ii) invalid carriages,

(iii) vehicles specially constructed or adapted for disabled people,

(iv) vehicles built to a specification designed to comply with the conditions of fitness laid down by the Commissioner of Police of the Metropolis for the purposes of the London Cab Order 1934(a),

(v) vehicles constructed to carry not less than twelve passengers,

(vi) vehicles rated by the manufacturers to have a payload capacity of not less than 30 cwt. of goods,

(vii) dumpers.

SCHEDULE 2

PART I

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

2. The terms of the agreement are such that—

1964/1215 (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 on which the agreement is entered into;

(d) no rental payable in respect of any period after the expiry of three months from the date on which the agreement is entered into is greater than the smallest rental payable in respect of any period during the said three months;

(e) the total amount of the rentals payable under the agreement in respect of each period is ascertainable at the date on which the agreement is entered into; and

(f) no rental payable in respect of any period is less than 25 per cent of the highest rental payable in respect of any other period.

(a) S.R. & O. 1934/1346 (Rev. XIV, p. 795; 1934 I, p. 1221).

3.—(1) Before the agreement was entered into actual payment was 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 three months from the date on which the agreement was entered into; and

(*b*) all the charges payable for or in connection with any services (other than the supply of electricity or gas by a corporation established by the Electricity Act 1947(a) or the Gas Act 1948(b)) to be performed in relation to those goods during the period of three months from the date on which the agreement was entered into, 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 sub-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 three months, and such renewal or extension takes effect immediately on the expiry of that period.

(2) In computing for the purposes of sub-paragraph (1) of this paragraph the amount of which actual payment is required before an agreement is entered into, account may be taken of any sum payable to the hirer by the person letting on hire the goods subject to the agreement on the sale to that person by the hirer of any other goods being respectively a sale made in consideration of the making of that hiring agreement and a sum which is reasonable in relation to the value of the goods sold:

Provided that this sub-paragraph shall not apply in respect of any agreement entered into after the coming into operation of this Order to let goods on hire which comprises wholly or partly any of the goods described in item 1 in Schedule 1 hereto or a radio-gramophone.

4. The terms of any agreement under which any charges referred to in head (*b*) of paragraph 3 of this Part 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 on which the agreement is entered into;

(*d*) no charge payable in respect of any period after the expiry of three months from the date on which the agreement is entered into is greater than the smallest charge in respect of any period during the said three months; and

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

In this Part of 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.

PART II

The requirement specified in paragraph 3 of Part I of this Schedule shall be deemed not to be complied with in relation to an agreement to let goods on hire if, for the purpose of facilitating the making of the payment mentioned in that paragraph or any part of that payment, money has been borrowed or otherwise acquired or agreed or arranged to be borrowed or otherwise to be acquired (whether by the person making the payment or by some other person) under

(a) 10 & 11 Geo. 6. c. 54. (b) 11 & 12 Geo. 6. c. 67.

or as a result of an agreement or arrangement to which one or more of the following persons are parties, that is to say—

(*a*) the person disposing of the goods under the agreement to let the goods on hire ;

(*b*) a person who has supplied or is to supply those goods to another person with a view to their being disposed of thereunder ;

(*c*) the manufacturer of the goods to be disposed of thereunder.

SCHEDULE 3

The Control of Hiring Order 1960, S.I. 1960/763 (1960 I, p. 1315).

The Control of Hiring (Amendment) Order 1961, S.I. 1961/54 (1961 I, p. 107).

The Control of Hiring (Amendment No. 2) Order 1963, S.I. 1963/1402 (1963 II, p. 2411).

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 1960, as amended.

The principal changes are as follows:—

(1) The amount of rentals or charges which have to be paid before a hiring agreement is entered into cannot be reduced by any allowance given for goods sold in part exchange if the agreement comprises a radio or television set or ancillary equipment or a radio-gramophone (Paragraph 3(2) of Part I of Schedule 2) ; and

(2) A motor vehicle may be let on hire even though part of the rentals or charges are to be payable by reference to the mileage covered by the vehicle, if the agreement is for at least one year and those rentals or charges are to be calculated by reference to the mileage covered in excess of 15,000 miles in any period of one year or less (Article 9).