1956 No. 2056

The Control of Hiring (Vehicles) (Revocation) Order, 1956

Made - - - -	*20th December*, 1956
Laid before Parliament	*20th December*, 1956
Coming into Operation	*21st December*, 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, 1956(**d**), hereby order as follows:—

1. The Control of Hiring (Vehicles) Order, 1956(**e**), is hereby revoked.

2. This Order may be cited as The Control of Hiring (Vehicles) (Revocation) Order, 1956, and shall come into operation on the 21st day of December, 1956.

Dated this 20th day of December, 1956.

F. J. Erroll,
Parliamentary Secretary to the
Board of Trade.

1956 No. 180

The Hire-Purchase and Credit Sale Agreements (Control) Order, 1956

Made - - - -	*17th February*, 1956
Laid before Parliament	*17th February*, 1956
Coming into Operation	*18th 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(**f**), hereby order as follows:—

1. A person shall not dispose of any goods to which this Order applies in pursuance of a hire-purchase or credit sale agreement entered into after the 24th day of February, 1955, unless the requirements specified in the Second Schedule hereto are or have been satisfied in relation to that agreement.

(**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. 1956/1882 (p. 2241 above). (**e**) S.I. 1956/1499 (p. 2279 above).
(**f**) S.I. 1955/1810 (1955 II, p. 2491).

2.—(1) A person shall not, by virtue of a hire-purchase or credit sale agreement entered into after the said date, be in possession of any goods to which this Order applies unless—

(*a*) that agreement complies with the requirements specified in paragraphs 1 and 2 of the Second Schedule hereto; and

(*b*) a payment, complying at the date when the payment was made with the provisions of paragraph 3 of the Second Schedule hereto, was made by him before the signing of the first such agreement under which he held those goods; and

(*c*) that agreement provides for the payment of the balance due in respect of each description of goods comprised therein either—

(i) by approximately equal instalments at equal intervals spread over a period, commencing with the date of the first such agreement under which he held those goods, not exceeding the period specified in column 3 of the First Schedule hereto in relation to that description of goods:

Provided that, where a hire-purchase or credit sale agreement has been varied by the lengthening of the period over which the balance due thereunder is payable, this sub-head shall be deemed to be complied with in respect of the remainder of that period if the balance remaining at the date of the variation is payable by approximately equal instalments at equal intervals spread over the remainder of that period, or

(ii) in the case of a hire-purchase agreement, by one payment to be made within the period of three months commencing with the date of the first such agreement under which he held those goods.

(2) Nothing in this Article shall affect the possession of any goods by any person if they were held by him on the said date under a hire-purchase or credit sale agreement.

3.—(1) A person shall not cause or permit any goods to which this Order applies, owned by him, to be in possession of another person by virtue of a hire-purchase agreement if the possession of those goods by that other person contravenes the provisions of Article 2 hereof.

(2) A person shall not cause or permit any goods to which this Order applies, owned by him immediately before he enters into a credit sale agreement, to be in possession of another person by virtue of any such agreement 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 whereby any hire-purchase or credit sale agreement entered into after the said date comprising goods to which this Order applies is varied in either or both of the following respects, that is to say,

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

(*b*) the period over which the balance due thereunder is payable in respect of goods of any description is lengthened beyond the maximum period provided for in this Order for that description of goods.

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

(3) A person shall not enter into any hire-purchase or credit sale agreement which is in substitution for another such agreement entered into whether before, on or after the said date and which—

(*a*) comprises all or some of the goods comprised in that other agreement; and

(*b*) comprises goods to which this Order applies but not comprised in that other agreement.

5.—(1) In relation to any agreement to which this Article applies—

(*a*) Article 2 (1) (*b*) and paragraph 3 of the Second Schedule shall be deemed to be complied with if before the delivery of the goods actual payment has been made of the amount which would, but for the provisions of this paragraph, have had to be made before the signing of that agreement; and Article 4 (1) (*a*) shall be construed accordingly;

(*b*) references in Article 2 (1) (*c*) and paragraph 4 of the Second Schedule to the period commencing with the date of the agreement shall be construed as references to the period commencing with the date of the delivery of the goods under the agreement.

(2) An agreement to which this Article applies is any credit sale agreement which, in so far as it comprises goods, comprises only goods described in items 22, 23, or 24 of the First Schedule hereto and which provides for payments on account to be made by the purchaser during the manufacture or installation, or during the manufacture and installation, of the goods but before delivery thereof.

6.—(1) Nothing in this Order shall—

(*a*) apply in relation to a credit sale agreement—

(i) entered into before the 18th day of February, 1956, which provides for the instalments to be spread over a period of less than nine months;

(ii) entered into on or after the 18th day of February, 1956, which provides for the purchase price to be paid by approximately equal instalments at equal intervals spread over a period of less than nine months commencing with the date of the agreement;

(*b*) 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.

(2) Articles 1, 2, 3 and 4 (1) of this Order shall not apply in relation to any hire-purchase or credit sale agreement entered into before the 18th day of February, 1956, in respect of goods to which this Order applies but to which the Orders hereby revoked did not apply immediately before that date.

(3) A person who disposes of any goods to which this Order applies and to which the Orders hereby revoked applied or has any such goods in his possession under a hire-purchase or credit sale agreement entered into before the 18th day of February, 1956, shall, if such 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.

(4) In any proceedings for an alleged contravention of any provision of this Order, in relation to any agreement, it shall be a defence if the defendant shall prove that the goods the subject of the agreement were to be, or had been, exported at the time of the alleged contravention.

7.—(1) The goods to which this Order applies are goods (whether new or secondhand) of the descriptions specified in Part I of the First Schedule hereto not being goods of the descriptions specified in Part II of that Schedule.

(2) In this Order—

"cash price" means, in relation to any hire-purchase or credit sale agreement in respect of any goods, the price at which the prospective hirer or buyer may, at the date of the agreement, purchase or agree to purchase the goods for cash;

"credit sale agreement" means a contract of sale of goods under which the whole or part of the purchase price is payable by instalments;

"dispose of" includes the disposal of—

(i) ownership, or any proprietary interest; or

(ii) the right to possession; or

(iii) possession, whether or not accompanied by any disposal of ownership or of any proprietary interest or of the right to possession;

"hire-purchase agreement" means—

(i) in England and Wales and Northern Ireland, an agreement for the bailment of goods under which the bailee may buy the goods or under which the property in the goods will or may pass to the bailee, whether on the performance of any act by the parties to the agreement or any of them or in any other circumstances; and where by virtue of two or more agreements, none of which by itself constitutes a hire-purchase agreement, there is a bailment of goods and either the bailee may buy the goods or the property in the goods will or may pass to the bailee (whether on the performance of any act by the parties to the agreement or any of them or in any other circumstances) the agreements shall be treated for the purposes of this Order as a single agreement made at the time when the last of those agreements was made;

(ii) in Scotland, a contract to which section 1 (*a*) of the Hire Purchase and Small Debt (Scotland) Act, 1932(a), applies or would apply if the limitation as to value contained in that section were omitted.

8.—(1) The Hire-Purchase and Credit Sale Agreements (Control) Order, 1955(b), and the Hire-Purchase and Credit Sale Agreements (Control) (Amendment) Order, 1955(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.

(2) This Order may be cited as the Hire-Purchase and Credit Sale Agreements (Control) 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.

(a) 22 & 23 Geo. 5. c. 38. (b) S.I. 1955/297 (1955 II, p. 2515).
(c) S.I. 1955/1130 (1955 II, p. 2520).

FIRST SCHEDULE

PART I

GOODS TO WHICH THIS ORDER APPLIES

Column 1 *Description of Goods*	*Column 2* *Minimum percentage of cash price*	*Column 3* *Maximum period for payment of balance*
	Per cent.	*Months*
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*	50	24
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	,,	,,
*4. Photographic cameras and photographic enlargers and lenses therefor, and projectors	,,	,,
5. Binoculars, monoculars and telescopes	,,	,,
6. Lawnmowers and garden rollers	20	,,
7. Clocks and watches	,,	,,
8. Furniture (including *lamp standards, lamp shades* and garden furniture) other than furniture of a specialised type unsuitable for domestic use; and floor coverings	,,	,,
9. *Sink units and parts, baths, basins and bathroom fittings*	,,	,,

Column 1	*Column 2*	*Column 3*
Description of Goods	*Minimum percentage of cash price*	*Maximum period for payment of balance*
	Per cent.	*Months*
10. Mattresses and overlays	50	24
*11. Sectional sheds and garages and other sectional or prefabricated buildings	,,	,,
12. Trunks, bags and suitcases	,,	,,
13. Jewellery and imitation jewellery	,,	,,
14. Bicycles and tricycles not mechanically propelled	,,	,,
15. Caravans and *trailers*	,,	,,
16. 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, including wash boilers and coppers	,,	48
17. Cookers, including solid fuel cookers	,,	,,
18. Water heating appliances	,,	,,
19. *Shop and office furniture and fittings other than furniture of a type suitable for domestic use* ...	50	24
*20. Mechanically propelled vehicles and chassis; and *sidecars*	,,	,,
21. Auxiliary units designed or adapted for the propulsion of bicycles and tricycles	,,	,,
22. *Aircraft, including gliders*	,,	,,
23. *Ships and boats*	,,	,,
24. *Fixed and moveable plant, machinery, appliances, equipment and apparatus of all types, and parts thereof, not specified in any preceding item in this Part*	,,	,,
25. Goods of any description not specified in any other item in this Part included in a hire-purchase or credit sale agreement with goods of a description so specified	The lowest percentage set out in this column in relation to goods, described in any other item, comprised in the agreement.	The longest period set out in this column in relation to goods, described in any other item, comprised in the agreement.

PART II

GOODS (BEING GOODS INCLUDED IN THE DESCRIPTION OF GOODS IN PART I OF THIS SCHEDULE) TO WHICH THIS ORDER DOES NOT APPLY

1. Ambulances.
2. Invalid carriages.
3. Vehicles specially constructed or adapted for disabled people.
4. 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).
5. Livestock.

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

6. Medical, surgical, dental and veterinary appliances, equipment and apparatus.

7. Space heating and water heating appliances (whether or not with provision for gas ignition or electrically operated combustion controls) designed to burn solid fuel only.

8. Seagoing ships constructed or adapted for the commercial transportation of goods or passengers, tugs and fishing vessels; and goods disposed of to any person as equipment for such a ship, tug or vessel owned or chartered by him.

9. Aircraft capable of carrying more than ten passengers.

SECOND SCHEDULE

1. The agreement is in writing.

2. The agreement contains in respect of each description of goods a statement of the cash price of the goods of that description comprised in the agreement and of any amount payable by instalments under the agreement for the installation or maintenance of those goods.

3. Before the signing of the agreement actual payment was made in respect of each description of goods comprised in the agreement of not less than an amount equal to the percentage specified in column 2 of the First Schedule hereto in relation to that description of goods of the aggregate of—

(*a*) the cash price of the goods of that description comprised in the agreement; and

(*b*) any amount payable by instalments under the agreement for the installation or maintenance of the goods of that description comprised in the agreement.

In computing for the purposes of this paragraph the total amount to be paid before the signing of any agreement account may be taken of any allowance for any goods taken in part exchange for goods comprised in that agreement, being an allowance which is reasonable in relation to the value of the goods so taken in part exchange.

4. The agreement provides for the payment of the balance due in respect of each description of goods comprised therein either—

(*a*) by approximately equal instalments at equal intervals spread over a period commencing with the date of the agreement not exceeding that specified in column 3 of the First Schedule hereto in relation to that description of goods, or

(*b*) in the case of a hire-purchase agreement, by one payment to be made within three months.

EXPLANATORY NOTE

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

This Order supersedes the Hire-Purchase and Credit Sale Agreements (Control) Order, 1955, as amended.

The principal changes are as follows:—

(1) additional goods are brought within the scope of the control and the Order imposes control on the disposal and possession of such goods under agreements entered into after the 17th February, 1956: where the additional goods are separately described in the First Schedule they are printed in italics, and where the goods are comprised in descriptions which also include goods previously within the scope of the control, those descriptions are marked with an asterisk (*);

(2) the minimum deposit is increased in the case of all goods previously controlled;

(3) where goods described in items 22, 23 and 24 of the First Schedule are disposed of in pursuance of a credit sale agreement to which Article 5 of the Order applies the deposit may be paid before the delivery of the goods instead of before the signing of the agreement and the balance may be paid by equal instalments from the date of delivery instead of from the date of the agreement;

(4) the exclusion from the scope of the Order of short term credit sale agreements has been modified and is now contained in Article 6 (1) (*a*) (ii) of the Order; the previous exclusion continues to apply to agreements entered into before the 18th February, 1956; and

(5) Article 6 (4) makes provision in respect of goods for export.

1956 No. 1270

The Hire-Purchase and Credit Sale Agreements (Control) (Amendment) 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. The Hire-Purchase and Credit Sale Agreements (Control) Order, 1956(**e**), shall have effect subject to the following amendments:—

(*a*) for Article 5 there shall be substituted the following:—

"5.—(1) In relation to a credit sale agreement (other than one to which paragraph (2) of this Article applies) which, insofar as it comprises goods, comprises only goods described in item 19, 20, 22, 23 or 24 of the First Schedule hereto and which provides for payments on account to be made by the purchaser during or before the manufacture of the goods—

(*a*) Article 2 (1) (*b*) and paragraph 3 of the Second Schedule shall be deemed to be complied with if before the delivery of any of the goods comprised in the agreement actual payment has been made of the amount which would, but for the provisions of this paragraph, have had to be made before the signing of the agreement; and Article 4 (1) (*a*) shall be construed accordingly;

(*b*) references in Article 2 (1) (*c*) and paragraph 4 of the Second Schedule to the period commencing with the date of the agree-

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(**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. 1956/180 (p. 2284 above).