1964 No. 942

EMERGENCY POWERS

The Hire-Purchase and Credit Sale Agreements (Control) Order 1964

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

The Board of Trade in pursuance of the powers conferred upon them by Regulations 55 and 55AA 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 a hire-purchase or credit sale agreement 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.

(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, 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 Part I of Schedule 2 hereto; and

(*b*) a payment, complying at the date when the payment was made with the requirements specified in paragraph 3 of Part I of Schedule 2 hereto, was made by him before he entered into the first such agreement (entered into after the said date) under which he held those goods; and

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

(*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 (whether entered into before, on or after the said date) under which he held those goods, not exceeding the period specified in column 3 of Part I of Schedule 1 hereto in relation to that description of goods:

Provided that, where a hire-purchase or credit sale agreement has been varied by the lengthening or shortening 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 (whether entered into before, on or after the said date) under which he held those goods.

3.—(1) A person shall not knowingly 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 knowingly 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 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 hire-purchase or credit sale agreement in respect of those 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 respect of those goods in accordance with the provisions of paragraph (2) hereof, 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) hereof in respect of any goods shall be the percentage, specified in column 2 of Part I of Schedule 1 hereto in relation to the description of goods to which those goods belong, of the price at which, at the date when the goods were disposed of to him, he could have purchased them for cash.

(3) The provisions of Part II of Schedule 2 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 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 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*) 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.

6.—(1) Nothing in Articles 1 and 2 of this Order shall apply to the disposal or possession of any goods under any hire-purchase or credit sale agreement (hereinafter called "the substituted agreement") if—

(*a*) the substituted agreement is in substitution for a hire-purchase or credit sale agreement, entered into between the same parties, in relation to which the conditions specified in Part II of Schedule 3 hereto are complied with (hereinafter called "the replaced agreement"), and

(*b*) the requirements specified in Part I of Schedule 3 hereto are or have been complied with in relation to the substituted agreement.

(2) Nothing in Article 5 of this Order shall prohibit the entering into of a substituted agreement if the conditions contained in heads (*a*) and (*b*) of paragraph (1) of this Article are complied with in relation to that agreement.

(3) Where a substituted agreement in relation to which the said conditions contained in heads (*a*) and (*b*) of paragraph (1) of this Article are complied with is entered into after the coming into operation of this Order the owner or seller, as the case may be, shall for as long as any amount is outstanding thereunder keep therewith the replaced agreement and the agreements, if any, which were to be kept with the last-mentioned agreement by virtue of paragraph (4) of this Article, or, where such substituted agreement is one of a series of such agreements entered into between the same parties, all earlier such substituted and replaced agreements in the series and such agreements, if any, which were required as aforesaid to be kept with any such earlier agreements.

(4) Where immediately before the coming into operation of this Order an owner or seller was required by virtue of the Orders hereby revoked to keep with a particular agreement other agreements he shall continue to

keep those other agreements with that particular agreement for as long as any amount is outstanding under the last-mentioned agreement.

7. In relation to any hire-purchase or credit sale agreement in pursuance of which any goods to which this Order applies are disposed of to, or by virtue of which any such goods are in the possession of,—

(*a*) the spouse of a deceased person who at the date of his death was in possession of those goods under a hire-purchase or credit sale agreement, or

(*b*) a body corporate to whom possession of those goods has been transferred in the course of the assignment of a business to that body corporate by any person who was at the date of transfer in possession of those goods under a hire-purchase or credit sale agreement,—

this Order shall have effect as if—

(i) any payment made in accordance with the provisions of this Order or of the Orders hereby revoked in respect of those goods by the deceased or by the transferor, as the case may be, had been made by that spouse or that body corporate respectively; and

(ii) the maximum period prescribed by this Order for the payment of the balance due in respect of those goods were the period specified in column 3 of Part I of Schedule 1 in relation to goods of the appropriate description less the period commencing with the date of the making of the first agreement under which the deceased or the transferor as the case may be, was in possession of those goods, and terminating respectively with the date of death or transfer.

8.—(1) Nothing in this Order shall apply to the disposal of any goods vehicle in pursuance of a hire-purchase or credit sale agreement entered into after the 19th August 1963 if the hirer or purchaser 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 a hire-purchase or credit sale agreement relating to that vehicle entered into after the 19th August 1963 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.

9.—(1) Nothing in this Order shall—

(*a*) apply in relation to a credit sale agreement under which the property in all the goods passes unconditionally to the buyer on or before delivery of the goods to him and which provides for the whole of the

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

purchase price, or where part of that price is to be paid before the agreement is entered into, the balance, to be paid either by approximately equal instalments at equal intervals spread over a period of less than nine months commencing with the date of the agreement or by one payment to be made within the period of three months commencing with that date;

(*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;

(*c*) apply to the possession by a person of goods by virtue of a hire-purchase or credit sale agreement if those goods have been disposed of to him under the authority of a licence granted by the Board of Trade under this Article.

(2) In any proceedings for an alleged contravention, in relation to any agreement,—

(*a*) of the provisions of Article 1, 2 or 3 of this Order, it shall be a defence if the defendant shall prove that—

(i) the hirer had before the said date entered into a contract in writing to buy the goods the subject of the agreement;

(ii) the contract to buy was valid and enforceable on the said date;

(iii) the goods were to be manufactured to the special order of the hirer; and

(iv) work on the goods in fulfilment of the contract to buy had been begun before the said date;

(*b*) of the provisions of Article 1 or 3 of this Order, it shall be a defence if the defendant shall prove that at the date of the disposal by him of the goods the subject of the agreement he had made all reasonable enquiries and was satisfied that the goods—

(i) were to be exported; and

(ii) would be situated outside the United Kingdom for a period of not less than twenty-four months;

(*c*) of the provisions of any Article other than Article 1 or 3 of this Order, it shall be a defence if the defendant shall prove that the goods the subject of the agreement—

(i) were, at the time of the alleged contravention, to be exported; or

(ii) had, before the time of the alleged contravention, been situated outside the United Kingdom for a period of not less than twenty-four months since the date of the agreement.

10.—(1) The goods to which this Order applies are—

(*a*) goods (whether new or secondhand) of any of the descriptions specified in items 1 to 22 inclusive in Part I of Schedule 1 hereto not being goods of a description specified in Part II of that Schedule;

(*b*) any other goods (including goods of any of the descriptions specified in Part II of Schedule 1) comprised in a hire-purchase or credit sale agreement with goods to which this Order applies by virtue of sub-paragraph (*a*) of this paragraph.

(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 (whether made between the same parties or not), 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.

(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.

11. The Orders specified in Schedule 4 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.

12. This Order may be cited as the Hire-Purchase and Credit Sale Agreements (Control) Order 1964, and shall come into operation on 2nd July 1964.

David Price,
Parliamentary Secretary to the
Board of Trade.

24th June 1964.

(a) 22 & 23 Geo. 5 c. 38.

SCHEDULE 1

PART I

GOODS TO WHICH THIS ORDER APPLIES

Column 1 Description of Goods	Column 2 Minimum percentage of cash price Per cent.	Column 3 Maximum period for payment of balance 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, and parts thereof; television aerials, cathode ray tubes, loud speakers and television conversion units	10	36
2. Gramophones, radio-gramophones, record players and juke boxes, tape recorders and parts thereof	10	36
3. Space heating installations and appliances of a kind designed exclusively or mainly for domestic use, and parts thereof	10	36
4. Appliances and apparatus, whether mechanically operated or not, being appliances or apparatus of a kind designed exclusively or mainly for domestic use, and parts thereof, the following:—		
Dish washers	10	36
Drying cabinets and drying machines ...	10	36
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	10	36
Ironing machines and irons	10	36
Wringers and mangles	10	36
Pressure cookers	10	36
Floor polishers	10	36
Vacuum cleaners	10	36
Water softeners	10	36
Refrigerators having a storage capacity not exceeding 12 cubic feet	10	36
Machines for mixing, extracting and preparation of food and drink	10	36
Electric kettles and other cooking utensils incorporating heating elements, including electric hotplates	10	36
Dry shavers, electrically operated ...	10	36
Sewing machines	10	36
Knitting machines	10	36
Hair drying machines	10	36
Electric blankets	10	36
Electric generating plant	10	36

Column 1 Description of Goods	Column 2 Minimum percentage of cash price Per cent.	Column 3 Maximum period for payment of balance Months
5. Photographic cameras and photographic enlargers and lenses therefor, projectors and other photographic equipment not designed specifically for industrial, scientific or commercial use	10	36
6. Binoculars, monoculars and telescopes ...	10	36
7. Lawnmowers and garden rollers	10	36
8. Clocks and watches	10	36
9. Furniture (including shop and office furniture and fittings, lamp standards, lamp shades and garden furniture) other than furniture of a specialized type unsuitable for domestic use; and floor coverings	10	36
10. Sink units and parts, baths, basins and bathroom fittings	10	36
11. Mattresses and overlays	10	36
12. Sectional sheds and garages and other sectional or prefabricated buildings	10	36
13. Trunks, bags and suitcases	10	36
14. Jewellery and imitation jewellery	10	36
15. Bicycles and tricycles not mechanically propelled	10	36
16. Caravans and trailers	10	36
17. 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	10	48
18. Cookers, including solid fuel cookers, designed exclusively or mainly for domestic use ...	10	48
19. Water heating appliances	10	48
20. (*a*) Mechanically propelled road vehicles constructed or adapted for the carriage of passengers or goods, and parts thereof (including chassis), mechanically propelled bicycles and tricycles (other than those described in head (*d*) of this item), and side-cars; excluding:— (i) vehicles constructed to carry not less than twelve passengers,		

Column 1 Description of Goods	Column 2 Minimum percentage of cash price Per cent.	Column 3 Maximum period for payment of balance Months
(ii) vehicles rated by the manufacturers to have a payload capacity of not less than 30 cwt. of goods, (iii) dumpers, and parts thereof (including chassis) ...	20	36
(*b*) Auxiliary units whereof the cylinder capacity does not exceed 50 cubic centimetres, designed or adapted for the propulsion of bicycles and tricycles	10	36
(*c*) Auxiliary units whereof the cylinder capacity exceeds 50 cubic centimetres, designed or adapted for the propulsion of bicycles and tricycles	20	36
(*d*) Mechanically propelled bicycles and tricycles whereof the cylinder capacity of the engine does not exceed 50 cubic centimetres, being bicycles and tricycles equipped with pedals by means whereof they are capable of being propelled ...	10	36
21. Aircraft, including gliders	10	36
22. Ships and boats	10	36
23. Goods of any description not specified in any other item in this Part comprised 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 A DESCRIPTION OF GOODS IN PART I OF THIS SCHEDULE) TO WHICH THIS ORDER DOES NOT APPLY UNLESS WITHIN ITEM 23 OF THAT PART.

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 Assistant Commissioner for the purposes of the London Cab Order 1934(a).

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

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

6. 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.

7. Aircraft having a maximum total weight authorised exceeding 4,500 lb.

In this item "maximum total weight authorised" shall have the meaning assigned to it in Article 79(1) of the Air Navigation Order 1960(a).

8. Caravans having either or both of the following dimensions:—

an overall length (excluding any draw bar) exceeding 22 feet;

an overall width exceeding 7 feet 6 inches

In this item "overall length" and "overall width" shall have the meanings respectively assigned to them in Regulation 3 of the Motor Vehicles (Construction and Use) Regulations 1963(b).

SCHEDULE 2

PART I

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.—(1) Before the agreement was entered into 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 Part I 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.

(2) In computing for the purposes of sub-paragraph (1) of this paragraph the total amount to be paid before any agreement is entered into 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:

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

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 Part I of Schedule 1 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.

(a) S.I. 1960/972 (1960 I, p. 599). (b) S.I. 1963/1646 (1963 III, p. 3095).

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 a hire-purchase or credit sale agreement 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 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 hire-purchase or credit sale agreement;

(*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

PART I

1. The substituted agreement is in writing and was entered into before the date specified in the replaced agreement for payment of the final instalment under the replaced agreement and before all payments due thereunder were made in full.

2. The substituted agreement comprises some or all of the goods comprised in the replaced agreement.

3. The substituted agreement comprises goods which were not comprised in the replaced agreement and those goods are solely of any of the descriptions (other than floor coverings) specified in items 9 and 11 in Part I of Schedule 1 hereto.

4. The substituted agreement contains a statement of the cash price of those goods comprised in the substituted agreement which were not comprised in the replaced agreement and of the total amount payable in respect of those goods.

5. The substituted agreement (not being a second or later substituted agreement in a series of such agreements entered into between the same parties) was entered into after payment had been made in respect of the goods comprised in the replaced agreement of an amount equal to not less than 25 per cent. of the total amount payable in respect thereof.

6.—(1) Where the total amount payable in respect of all the goods comprised in the substituted agreement is in excess of the total amount payable in respect of all the goods comprised in the replaced agreement actual payment was made before the substituted agreement was entered into of the amount calculated by reference to the excess in accordance with sub-paragraph (2) of this paragraph in respect of the goods comprised in the substituted agreement.

Where the substituted agreement is one of a series of such agreements entered into between the same parties and the total amount payable in respect of all the goods comprised in any agreement in the series earlier than the replaced agreement is higher than the total amount payable in respect of all the goods comprised in the replaced agreement a payment shall only be required to be made under this sub-paragraph if the total amount payable in respect of all the goods comprised in the substituted agreement is in excess of such higher amount and in such case the payment required to be made hereunder shall be calculated accordingly.

(2) The amount required to be paid by virtue of sub-paragraph (1) of this paragraph shall be an amount equal to not less than 10 per cent. of that part of the cash price of all the goods comprised in the substituted agreement which

were not comprised in the replaced agreement which bears the same proportion to the whole of that cash price of those goods as the amount of the relevant excess mentioned in sub-paragraph (1) of this paragraph bears to the total amount payable in respect of those goods.

(3) The provisions of Part II of Schedule 2 hereto shall, with requisite modifications, apply for the purpose of determining whether this paragraph 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.

7. The substituted agreement provides for the payment of the total amount payable, or, where a payment is required to be made by virtue of paragraph 6 of this Schedule, the balance due, in respect of all the goods comprised therein by approximately equal instalments at equal intervals spread over a period not exceeding 36 months commencing with the date of the substituted agreement.

8. The amount of each instalment is not less than the amount of the instalment last due under the replaced agreement before the substituted agreement was entered into or, where the substituted agreement is in substitution for more than one agreement, not less than the aggregate of the instalments last due under each of the replaced agreements before the substituted agreement was entered into.

9. The intervals at which instalments are payable are not longer than the intervals at which the instalments were payable under the replaced agreement immediately before the substituted agreement was entered into or, where the substituted agreement is in substitution for more than one agreement, not longer than the shortest intervals at which the instalments were payable under any replaced agreement immediately before the substituted agreement was entered into.

Part II

1. The replaced agreement was entered into after 28th April 1960.

2. The replaced agreement comprised solely goods to which this Order applied.

3. All the requirements of this Order or of the Orders hereby revoked were complied with in relation to the replaced agreement.

Schedule 4

The Hire-Purchase and Credit Sale Agreements (Control) Order 1960	S.I. 1960/762 (1960 I, p. 1350).
The Hire-Purchase and Credit Sale Agreements (Control) (Amendment No. 3) Order 1962	S.I. 1962/2311 (1962 III, p. 3201).
The Hire-Purchase and Credit Sale Agreements (Control) (Amendment No. 4) Order 1963	S.I. 1963/450 (1963 I, p. 521).
The Hire-Purchase and Credit Sale Agreements (Control) (Amendment No. 5) Order 1963	S.I. 1963/1403 (1963 II, p. 2413).

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 1960, as amended.

The principal change is that the deposit which has to be paid before a hire-purchase or credit sale agreement is entered into cannot be reduced by any allowance given for goods taken 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).