STATUTORY INSTRUMENTS

1969 No. 1308

HIRE PURCHASE

The Hire-Purchase and Credit Sale Agreements (Control) Order 1969

Made - - -	16*th September* 1969
Laid before Parliament	23*rd September* 1969
Coming into Operation	1*st October* 1969

The Board of Trade in pursuance of the powers conferred upon them by sections 1, 7 and 22(3) of the Emergency Laws (Re-enactments and Repeals) Act 1964(a) hereby order as follows :—

1. This Order may be cited as the Hire-Purchase and Credit Sale Agreements (Control) Order 1969 and shall come into operation on 1st October 1969.

2. The Orders specified in Schedule 5 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.

3.—(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 23 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 ;

"commencement date" means the date on which this Order comes into operation ;

"credit sale agreement" means an agreement for the sale of goods in which the whole or part of the purchase price is payable by instalments, whether the agreement is absolute or conditional.

"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 ;

(a) 1964 c. 60.

"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 ;

(ii) in Scotland, any contract, in whatsoever terms it may be expressed and whether it be truly one of sale or hire, whereby goods are taken on hire by one person from another person in consideration of periodical payments to be made by the first mentioned person to the other person, with an option to the first mentioned person to become the buyer of the goods ;

"short-term credit sale agreement" means 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 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 the date of the agreement.

(3) For the purposes of this Order the payment of any amount shall be deemed not to be actual payment of that amount if, for the purpose of facilitating the making of that payment or any part of it, 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 any relevant person is a party and for this purpose a relevant person is—

(*a*) in relation to a hire-purchase or credit sale agreement, any of the following—

(i) the person disposing of goods under the agreement,

(ii) a person who has supplied or is to supply those goods to another person with a view to their being disposed of under the agreement,

(iii) the manufacturer of those goods,

(*b*) in relation to goods in the possession of a person in anticipation of the making of a hire-purchase or credit sale agreement, any of the following—

(i) any person who has caused or is permitting that possession,

(ii) any person who has supplied those goods to another with a view to their being disposed of under a hire-purchase or credit sale agreement to the person in possession of them,

(iii) the manufacturer of those goods.

(*c*) in relation to goods disposed of by one person to a second person for the purpose of enabling the second person to dispose of them to a third person under a hire-purchase or credit sale agreement, any of the following—

(i) the first person,

(ii) the second person,

(iii) the manufacturer of the goods.

4. A person shall not dispose of any goods to which this Order applies in pursuance of a hire-purchase or credit sale agreement unless the requirements specified in Schedule 2 hereto are or have been complied with in relation to that agreement.

5. A person shall not dispose of any goods to which this Order applies to a second person for the purpose of enabling the second person to dispose of those goods to a third person under a hire-purchase or credit sale agreement unless, before those goods are disposed of to the second person, the third person shall have made actual payment of the amount which the third person would have been required to pay in accordance with the provisions of paragraph 3 of Schedule 2 hereto if he had entered into a hire-purchase or credit sale agreement comprising those goods with the first person in the ordinary course of business on the date when the goods were disposed of to the second person.

6. A person shall not, by virtue of a hire-purchase or credit sale agreement, 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 Schedule 2 hereto, and

(*b*) a payment was made by him before he entered into the first such agreement under which he held those goods complying with the requirements specified in paragraph 3 of Schedule 2 hereto as those requirements had effect on the date on which the said first agreement was entered into ; 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 not exceeding the period specified in column 3 of Part I of Schedule 1 hereto in relation to that description of goods being a period commencing with the date of the first such agreement under which he held those 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 under which he held those goods.

7.—(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 6.

(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 6.

8.—(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) 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 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 he could have purchased them for cash.

(3) 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.

9.—(1) A person shall not enter into any agreement whereby any hire-purchase or credit sale agreement comprising goods to which this Order applies is varied in either or both of the following respects—

(*a*) any payment, made in accordance with the provisions of this Order 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) Subject to the provisions of Article 10(2), a person shall not enter into any agreement whereby a hire-purchase or credit sale agreement is varied in such manner that it comprises after such variation goods to which this Order applies not comprised therein before such variation.

(3) Subject to the provisions of Article 10(2), a person shall not enter into any hire-purchase or credit sale agreement which is in substitution for another such agreement 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.

10.—(1) Nothing in Article 4 shall apply to the disposal and nothing in Article 6 shall apply to the 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 (hereinafter called "the replaced agreement"), entered into between the same parties, in relation to which the conditions specified in Part II of Schedule 3 hereto are complied with, 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 9 of this Order shall prohibit the entering into of a substituted agreement in the circumstances described in paragraph (1) of this Article.

(3) Where a substituted agreement is entered into on or after the commencement date in the circumstances described in paragraph (1) of this Article 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 commencement date an owner or seller was required by virtue of any 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 it.

11. 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 lawfully 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 lawfully in possession of those goods under a hire-purchase or credit sale agreement,—

Articles 4 and 6 shall have effect in relation to those goods as if

(i) the requirements contained in Schedule 2 hereto did not include any requirement that actual payment of any sum be made before the agreement was entered into, and

(ii) for the requirement contained in paragraph (*c*) of Article 6 there were substituted a requirement that the agreement shall provide for the payment of the balance due in relation to those goods by approximately equal instalments at equal intervals spread over the period ending with the latest date on which the agreement under which the deceased or the transferor held the goods at the date of death or transfer could then lawfully have provided for the payment of the final instalment due thereunder.

12.—(1) No provision of Articles 4, 6 and 7 shall apply in relation to a short-term credit sale agreement.

(2) Nothing in this Order shall—

(*a*) 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;

(*b*) apply to the possession by a person of any goods if those goods have been disposed of to him under the authority of a licence granted by the Board of Trade under this Article and in accordance with any condition attached thereto.

(3) In any proceedings for an alleged contravention of the provisions of Article 4 or 5 in which it is alleged that, by virtue of Article 3(3), a requirement of this Order that actual payment of an amount be made has not been 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 or arranged to be borrowed or otherwise to be acquired for the purpose of facilitating the making of that payment or any part of it, 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 or arranged to be borrowed or otherwise to be acquired to facilitate the making of payments under or in relation to hire-purchase or credit sale agreements.

(4) In any proceedings for an alleged contravention of the provisions of Article 5 it shall be a defence if the defendant shall prove that the person to whom the defendant disposed of the relevant goods has disposed of them under a hire-purchase or credit sale agreement in the circumstances described in Article 10(1) or has disposed of them under a short-term credit sale agreement.

(5) In any proceedings for an alleged contravention of the provisions of Article 4, 5 or 7 it shall be a defence if the defendant shall prove that at the date of the disposal by him of the relevant goods 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

(6) In any proceedings for an alleged contravention of the provisions of Article 6 or 9 it shall be a defence if the defendant shall prove that the goods the subject of the relevant hire-purchase or credit sale 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.

13. In the absence of any provision to the contrary contained therein, any Order which amends this Order as originally made or as subsequently amended, by extending the definition of goods to which this Order applies to include goods of a description not previously included in that definition shall not operate so as to make unlawful—

(*a*) the disposal of goods of that description or the possession by any person of goods of that description under an agreement entered into before that amending Order came into operation or under an agreement which is in substitution for an agreement so entered into and which does not comprise any goods not comprised in the agreement so entered into,

(*b*) the disposal of goods of that description or the possession by any person of goods of that description under a hire-purchase or credit sale agreement entered into on or after the date on which that amending Order came into operation if

(i) the hirer or purchaser had before that 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 that date;

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

(iv) work on the goods in fulfilment of the contract to buy had been begun before that date, or

(*c*) the disposal by any person to a second person of goods of that description for the purpose of enabling the second person to dispose of those goods to a third person under a hire-purchase or credit sale agreement entered into before that amending Order came into operation.

14. In the absence of any provision to the contrary contained therein, any Order amending this Order as originally made or as subsequently amended which alters any percentage or any period specified in Part I of Schedule 1 hereto shall not operate so as to make unlawful—

(*a*) possession by any person of any goods under an agreement if that person was, immediately before that amending Order came into operation, lawfully in possession of those goods under that agreement,

(*b*) disposal to or possession by any person after that amending Order came into operation of any goods under an agreement lawfully entered into before the amending Order came into operation, or

(*c*) the disposal after that amending Order came into operation by any person to a second person of any goods for the purpose of enabling the second person to dispose of those goods to a third person under a hire-purchase or credit sale agreement lawfully entered into before the amending Order came into operation.

15. This Order shall have effect subject to the transitional provisions set out in Schedule 4 hereto.

Gwyneth Dunwoody,
Parliamentary Secretary to the
Board of Trade.

16th September 1969.

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	33⅓	24
2. Gramophones, radio-gramophones, record players and juke boxes, tape recorders and parts thereof	33⅓	24
3. Space heating installations and appliances of a kind designed exclusively or mainly for domestic use, and parts thereof	33⅓	24
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	33⅓	24
Drying cabinets and drying machines ...	33⅓	24
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	33⅓	24
Ironing machines and irons	33⅓	24
Wringers and mangles	33⅓	24
Pressure cookers	33⅓	24
Floor polishers	33⅓	24
Vacuum cleaners	33⅓	24
Water softeners	33⅓	24
Refrigerators having a storage capacity not exceeding 12 cubic feet	33⅓	24
Machines for mixing, extracting and preparation of food and drink	33⅓	24
Electric kettles and other cooking utensils incorporating heating elements, including electric hotplates	33⅓	24
Dry shavers, electrically operated ...	33⅓	24
Sewing machines	33⅓	24
Knitting machines	33⅓	24
Hair drying machines	33⅓	24
Electric blankets	33⅓	24
Electric generating plant	33⅓	24

Column 1 Description of Goods	Column 2 Minimum percentage of cash price Per cent.	Column 3 Maximum period for payment of balance Months
5. Lawnmowers and garden rollers	33⅓	24
6. Clocks and watches	33⅓	24
7. Floor coverings	33⅓	24
8. Sectional sheds and garages and other sectional or prefabricated buildings	33⅓	24
9. Trunks, bags and suitcases	33⅓	24
10. Jewellery and imitation jewellery	33⅓	24
11. Caravans and trailers	33⅓	24
12. Aircraft, including gliders	33⅓	24
13. Ships and boats	33⅓	24
14. Photographic cameras and photographic enlargers and lenses therefor, projectors and other photographic equipment not designed specifically for industrial, scientific or commercial use	33⅓	24
15. Binoculars, monoculars and telescopes ...	33⅓	24
16. Sink units and parts, baths, basins and bathroom fittings	33⅓	24
17. 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	20	24
18. Mattresses and overlays	20	24
19. 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
20. Cookers, including solid fuel cookers, designed exclusively or mainly for domestic use ...	10	48
21. Water heating appliances	10	48
22. Bicycles and tricycles not mechanically propelled	33⅓	24

Column 1 Description of Goods	Column 2 Minimum percentage of cash price Per cent.	Column 3 Maximum period for payment of balance Months
23. (*a*) Mechanically propelled road vehicles constructed or adapted primarily for the purpose of carrying persons whether or not they are also constructed or adapted for any purpose ancillary thereto, and parts thereof (including chassis); and mechanically propelled road vehicles constructed or adapted for the purpose of carrying goods having a weight unladen calculated in accordance with section 255 of the Road Traffic Act 1960(a) of less than 40 cwt. and having to the rear of the driver's seat roofed accommodation which is fitted with side windows or which is constructed or adapted for the fitting of side windows and parts thereof (including chassis):—		
(i) in the case of vehicles having more than three wheels	40	24
(ii) in the case of vehicles having less than four wheels	33⅓	24
(*b*) Sidecars, and auxiliary units designed or adapted for the propulsion of bicycles and tricycles	33⅓	24
24. Goods to which this Order applies by virtue of Article 3(1)(*b*), that is to say, 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 24 OF THAT PART.

1. Ambulances.
2. Invalid carriages.
3. Vehicles specially constructed or adapted for disabled people.
4. Hearses.
5. Mobile shops and mobile canteens.
6. Vehicles constructed or adapted for the carriage of not less than twelve persons.

(a) 1960 c. 16.

7. Trailers rated by the manufacturers to have a maximum gross weight of not less than 40 cwt.

8. Any vehicle so constructed that a trailer may by partial superimposition be attached to it in such a manner as to cause a substantial part of the weight of the trailer to be borne by it.

9. 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).

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

11. 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.

12. Helicopters.

13. 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 83(1) of the Air Navigation Order 1966(b).

14. 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 term "overall length" and overall width" shall have the meanings respectively assigned to them in Regulation 3 of the Motor Vehicles (Construction and Use) Regulations 1969(c).

SCHEDULE 2

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 Schedule 1 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 maintanence 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:

(a) S.R. & O. 1934/1346 (Rev. XIV, p. 795; 1934 I, p. 1221).
(b) S.I. 1966/1184 (1966 III, p. 3073). (c) S.I. 1969/321 (1969 I, p. 829).

Provided that this sub-paragraph shall not apply in respect of an agreement 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.

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 specified in paragraph 10(1) of this Schedule.

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 has 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 substituted agreement is not a second or later substituted agreement in a series of such agreements and the cash price of all the additional goods comprised in the substituted agreement is in excess of the total amount which, at the date when the substituted agreement was entered into, has been paid under the replaced agreement actual payment was made before the substituted agreement was entered into of not less than an amount equal to the percentage of that excess specified in paragraph 10(2) of this Schedule.

(2) Where the substituted agreement is a second or later substituted agreement in a series of such agreements entered into between the same parties and the aggregate of the cash prices of the additional goods comprised in all the substituted agreements in the series exceeds the total amount which, at the date when the substituted agreement was entered into, has been paid under all the agreements in the series, actual payment was made before the substituted agreement was entered into of not less than an amount equal to the percentage of that excess specified in paragraph 10(2) of this Schedule.

(3) In this paragraph "additional goods" means, in relation to any substituted agreement, goods comprised in that substituted agreement which were not comprised in the agreement which that substituted agreement replaced.

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 part 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 commencing with the date of the substituted agreement, not exceeding the number of months specified in paragraph 10(3) of this Schedule.

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.

10.—(1) The descriptions of goods referred to in paragraph 3 of this Part of this Schedule are mattresses and overlays and furniture (including shop and office furniture and fittings, lamp standards, lamp shades and garden furniture) other than furniture of a specialised type unsuitable for domestic use.

(2) The percentage referred to in paragraphs 6(1) and (2) of this Part of this Schedule is the percentage specified in column 2 of Part I of Schedule 1 in relation to the descriptions of goods specified in sub-paragraph (1) of this paragraph.

(3) The number of months referred to in paragraph 7 of this Part of this Schedule is the number of months specified in column 3 of Part I of Schedule 1 to this Order in relation to the description of goods specified in sub-paragraph (1) of this paragraph.

PART II

1. The replaced agreement was entered into on or after 2nd July 1964.

2. The replaced agreement was not a short-term credit sale agreement.

3. The replaced agreement comprised solely goods to which this Order or the Orders hereby revoked applied at the date when the replaced agreement was entered into.

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

SCHEDULE 4

Transitional Provisions

1.—(1) In this Schedule "previous Order" means, in relation to any date prior to 2nd July 1964, the Hire-Purchase and Credit Sale Agreements (Control) Order 1960(a) and, in relation to any date on or after 2nd July 1964, the Hire-Purchase and Credit Sale Agreements (Control) Order 1964(b) and references to any requirement, condition or provision of a previous Order in force on any date are references to that requirement, condition or provision as it had effect on that date in relation to agreements made on that date.

(a) S.I. 1960/762 (1960 I, p. 1350). (b) S.I. 1964/942 (1964 II, p. 2104).

(2) Where a person has been in possession of goods under more than one hire-purchase or credit sale agreement in a series of such agreements all made between the same parties and all relating to the same goods that person shall for the purposes of this Schedule be regarded as having been in possession of those goods at all relevant times under the first of the agreements in the series, the making of any later agreement in the series being regarded as a variation only of the first such agreement and not as the making of a new agreement.

2. Nothing in Article 4 shall affect the disposal of any goods in pursuance of an agreement made on or before 28th April 1960 and that Article shall have effect in relation to the disposal of any goods under an agreement entered into after 28th April 1960 but before the commencement date as if any reference therein to a requirement or provision of Schedule 2 to this Order were a reference to the corresponding requirement or provision of the previous Order in force on the date when that agreement was entered into.

3. Nothing in Article 6 shall affect the possession by any person of any goods under an agreement entered into on or before 28th April 1960 and that Article shall have effect in relation to the possession by any person of any goods under a hire-purchase or credit sale agreement entered into after 28th April 1960 but before the commencement date as if—

(*a*) the reference in paragraph (*b*) to the requirements specified in paragraph 3 of Schedule 2 hereto were a reference to the corresponding requirements of the previous Order in force on the date when that agreement was entered into, and

(*b*) for the reference in paragraph (*c*) to the period specified in column 3 of Part I of Schedule 1 hereto in relation to the appropriate description of goods there were substituted a reference to the period specified in the corresponding provision of the previous Order in force on the date when that agreement was entered into or, where that agreement has been varied by the lengthening of the period of payment, a reference to the longest of the following periods, that is to say,—

(i) the period specified in the said corresponding provision, and

(ii) the period or periods specified in the corresponding provisions of the previous Order or Orders in force on the date or dates when that agreement was so varied.

4. Article 9(1) shall have effect in relation to any hire-purchase or credit sale agreement entered into before the commencement date as if—

(*a*) the reference in paragraph (*a*) to the provisions of this Order were a reference to the corresponding provisions of the previous Order in force on the date when that agreement was entered into, and

(*b*) the reference in paragraph (*b*) to the maximum period provided for in this Order for the appropriate description of goods were a reference to the period specified in relation to that description of goods in the corresponding provision of the previous Order in force when that agreement was entered into.

5. Article 10 shall have effect in relation to the possession of any goods under a substituted agreement entered into before the commencement date as if any reference in paragraph (1) to conditions or requirements specified in Schedule 3 hereto were a reference to the corresponding conditions or requirements of the previous Order in force when that substituted agreement was entered into.

SCHEDULE 5

The Hire-Purchase and Credit Sale Agreements (Control) Order 1964 ...	S.I. 1964/942 (1964 II, p. 2104).
The Hire-Purchase and Credit Sale Agreements (Control) (Amendment No. 3) Order 1965	S.I. 1965/1471 (1965 II, p. 4315).
The Hire-Purchase and Credit Sale Agreements (Control) (Amendment No. 4) Order 1966	S.I. 1966/113 (1966 I, p. 228).
The Hire-Purchase and Credit Sale Agreements (Control) (Amendment No. 5) Order 1966	S.I. 1966/887(1966 II, p. 2090).
The Hire-Purchase and Credit Sale Agreements (Control) (Amendment No. 8) Order 1967	S.I. 1967/1293 (1967 II, p. 3740).
The Hire-Purchase and Credit Sale Agreements (Control) (Amendment No. 9) Order 1967	S.I. 1967/1703 (1967 III, p. 4628).
The Hire-Purchase and Credit Sale Agreements (Control) (Amendment No. 10) Order 1968	S.I. 1968/1678 (1968 III, p. 4510).
The Hire-Purchase and Credit Sale Agreements (Control) (Amendment No. 11) Order 1968	S.I. 1968/1737 (1968 III, p. 4718).

EXPLANATORY NOTE

(This Note is not part of the Order.)

This Order supersedes the Hire-Purchase and Credit Sale Agreements (Control) Order 1964 as amended. The following changes are made:—

1. Hearses, helicopters, mobile shops, mobile canteens, trailers weighing two tons or more and the tractor section of an articulated assembly are no longer subject to control.

2. The formula for calculating the deposit required in relation to a substituted agreement for additional furniture has been simplified.

3. Controlled goods can no longer be disposed of under agreements which are in substitution for short-term credit sale agreements.

4. Disposal of goods by a dealer to a finance house before the appropriate deposit has been paid will now be unlawful as well as disposal by the finance house to the hirer or buyer.