STATUTORY INSTRUMENTS

1976 No. 1135

HIRE PURCHASE

The Hire-Purchase and Credit Sale Agreements (Control) Order 1976

Made - - - -	21*st July* 1976
Laid before Parliament	22*nd July* 1976
Coming into Operation	23*rd July* 1976

The Secretary of State, in exercise of the powers conferred by sections 1 and 7 of the Emergency Laws (Re-enactments and Repeals) Act 1964**(a)** and all other powers enabling her in that behalf, hereby orders as follows:—

Citation, commencement and interpretation

1.—(1) This Order may be cited as the Hire-Purchase and Credit Sale Agreements (Control) Order 1976 and shall come into operation on 23rd July 1976.

(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" and "hire-purchase agreement" have the meanings respectively given by section 1 of the Emergency Laws (Re-enactments and Repeals) Act 1964**(b)**;

"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; and

"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

(a) 1964 c. 60.

(b) N.B.: These definitions are subject to the amended definitions set out in paragraph 23 of Schedule 4 to the Consumer Credit Act 1974 (c. 39) which will take effect on a date to be appointed by order under section 192(4) of that Act.

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.

Goods to which Order applies

2.—(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 11 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) This Order does not apply to the disposal or to the possession of a vehicle of a description specified in item 11 in Part I of Schedule 1 hereto in pursuance of a hire-purchase or credit sale agreement where the hirer or purchaser—

(*a*) is a person entitled, at the time the agreement is made, to a mobility

allowance under section 37A of the Social Security Act 1975**(a)** (which makes provision for payment of a mobility allowance to certain physically disabled persons) as inserted in that Act by section 22(1) of the Social Security Pensions Act 1975**(b)**; or

(*b*) is a receiver appointed by the Court of Protection in relation to a person referred to in (*a*) above with power to claim or, as the case may be, receive a mobility allowance on his behalf or, in Scotland, is the tutor, curator or other guardian acting or appointed in terms of law and administering the estate of any such person; or

(*c*) is a person appointed by the Secretary of State in relation to a person referred to in (*a*) above—

(i) in a case where that person is not under the age of 16, pursuant to regulation 26(1) of the Social Security (Claims and Payments) Regulations 1975**(c)** as applied in relation to a mobility allowance by regulation 21(1) of the Mobility Allowance Regulations 1975**(d)**; and

(ii) in a case where that person is under the age of 16, pursuant to regulation 21(2) to (8) of the Mobility Allowance Regulations 1975; or

(*d*) is a person nominated for the purpose of this paragraph by any person referred to in (*a*) to (*c*) above:

Provided, in any such case, that at the time the agreement is made the hirer or purchaser is not a party as hirer or purchaser to any other hire-purchase or credit sale agreement relating to a vehicle to which, by virtue of this article, this Order does not apply.

(3) In the application of paragraph (2) above to Northern Ireland, there shall be substituted for references—

(*a*) in sub-paragraph (*a*) to section 37A of the Social Security Act 1975 and to section 22(1) of the Social Security Pensions Act 1975, references to section 37A of the Social Security (Northern Ireland) Act 1975**(e)** and article 24(1) of the Social Security Pensions (Northern Ireland) Order 1975**(f)** respectively;

(*b*) in sub-paragraph (*b*) to a receiver appointed by the Court of Protection, references to a committee, guardian or receiver lawfully appointed; and

(*c*) in sub-paragraph (*c*)—

(i) in sub-paragraph (i) thereof, to regulation 26(1) of the Social Security (Claims and Payments) Regulations 1975 and to regulation 21(1) of the Mobility Allowance Regulations 1975, references to regulation 26(1) of the Social Security (Claims and Payments) Regulations (Northern Ireland) 1975**(g)** and to regulation 20(1) of the Social Security (Mobility Allowance) Regulations (Northern Ireland) 1975**(h)** respectively; and

(ii) in sub-paragraph (ii) thereof, to regulation 21(2) to (8) of the Mobility Allowance Regulations 1975, references to regulation 20(2)

(a) 1975 c. 14.
(b) 1975 c. 60.
(c) S.I. 1975/560 (1975 I, p. 2014).
(d) S.I. 1975/1573 (1975 III, p. 5450).
(e) 1975 c. 15 (N.I.).
(f) S.I. 1975/1503 (N.I. 15).
(g) S.R. & O. (N.I.) 1975 No. 104.
(h) S.R. & O. (N.I.) 1975 No. 280.

to (8) of the said Social Security (Mobility Allowance) Regulations (Northern Ireland) 1975.

Persons not to dispose of goods unless specified requirements complied with

3. 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.

Persons not to dispose of goods to other persons for further disposal under hire purchase agreements etc. unless minimum deposit previously paid by hirer etc.

4. 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.

Persons not to be in possession of goods unless specified requirements complied with

5. 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.

Persons not to cause or permit others to be in possession of goods contrary to Article 5

6.—(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 5.

(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 5.

Persons not to cause or permit others to be in possession of goods unless minimum deposit paid within specified period

7.—(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.

Persons not to enter into certain modifying and substituted agreements

8.—(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) 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) 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.

(4) Nothing in this Article shall prohibit the replacement of goods comprised in an agreement (hereinafter called "the replaced goods") by new goods of the same description (hereinafter called "the substituted goods") provided that:—

(i) the replaced goods were themselves new at the date of the agreement and within 12 months of that date were stolen, destroyed or so damaged as to be unrepairable, and

(ii) from the date of the substitution, the terms of the agreement apply to the substituted goods as they applied to the replaced goods.

Modification of controls in cases of death and assignment of business

9. 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 3 and 5 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 5 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.

Exemptions and defences

10.—(1) No provision of Articles 3, 5 and 6 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 Secretary of State 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 Secretary of State under this Article and in accordance with any condition attached thereto.

(3) In any proceedings for an alleged contravention of the provisions of Article 3 or 4 in which it is alleged that, by virtue of Article 2(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 4 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 short-term credit sale agreement.

(5) In any proceedings for an alleged contravention of the provisions of Article 3, 4 or 6 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 5 or 8 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.

Amending orders—extension of range of goods within control

11. 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.

Amending orders—alteration of minimum deposits or maximum repayment periods

12. 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.

Transitional provisions

13. This Order shall have effect subject to the transitional provisions set out in Schedule 3 hereto.

Revocation

14. The Orders specified in Schedule 4 hereto are hereby revoked:

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

John Fraser,
Minister of State,
Department of Prices and Consumer Protection.

21st July 1976.

Article 2(1)(*a*) and Schedule 2, paragraphs 3 and 4

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 and loud speakers ...	20	30
2. Gramophones, radio-gramophones, record players, tape recorders and parts thereof	20	30
3. Appliances and apparatus of the following descriptions, whether mechanically operated or not, being appliances or apparatus of a kind designed exclusively or mainly for domestic use, and parts thereof:		
Dish washers	20	30
Drying cabinets and drying machines ...	20	30
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	20	30
Ironing machines and irons	20	30
Floor polishers and floor scrubbers ...	20	30
Vacuum cleaners	20	30
Refrigerators and freezers having a storage capacity not exceeding 18 cubic feet	20	30
Machines for mixing, extracting and preparation of food and drink	20	30
Electric kettles and other cooking utensils incorporating heating elements, including electric hotplates	20	30
Dry shavers, electrically operated ...	20	30
Sewing machines	20	30
Knitting machines	20	30
Hair drying machines and electric hair rollers	20	30
Electric blankets	20	30
Electric generating plant	20	30
Waste disposal units	20	30
4. Lawnmowers and garden rollers and powered garden equipment	20	30
5. Clocks and watches	20	30

Column 1 Description of Goods	Column 2 Minimum percentage of cash price Per cent	Column 3 Maximum period for payment of balance Months
6. Trunks, bags and suitcases	20	30
7. Jewellery and imitation jewellery	20	30
8. Aircraft, including gliders	20	30
9. Photographic cameras and photographic enlargers and lenses therefor, projectors and other photographic equipment not designed specifically for industrial, scientific or commercial use	20	30
10. Binoculars, monoculars and telescopes ...	20	30
11. Mechanically propelled road vehicles having three or more wheels (not being motorcycles or mopeds with sidecars attached) 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 194 of the Road Traffic Act 1972(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)	33⅓	24
12. Goods to which this Order applies by virtue of Article 2(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

(a) 1972 c. 20.

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 12 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.

7. 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.

8. 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)**.

9. Motor caravans, that is to say, vehicles primarily constructed or adapted to provide sleeping accommodation for not less than two persons and having permanently installed equipment for the cooking and consumption of food and for domestic washing.

10. Mechanically propelled three-wheeled road vehicles, not being vehicles constructed or adapted primarily for the purpose of carrying goods.

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

12. Helicopters.

13. Aircraft having a maximum total weight authorised exceeding 4,500 lbs. In this item "maximum total weight authorised" shall have the meaning assigned to it in Article 91(1) of the Air Navigation Order 1974**(b)**.

Articles 3 to 5 SCHEDULE 2

REQUIREMENTS IN RELATION TO HIRE-PURCHASE AND CREDIT SALE AGREEMENTS

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 maintenance of the goods of that description comprised in the agreement.

(a) S.R. & O. 1934/1346 (Rev. XIV, p. 795: 1934 I, p. 1221).
(b) S.I. 1974/1114 (1974 II, p. 4057).

(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 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 Article 13

TRANSITIONAL PROVISIONS

1.—(1) In this Schedule "the previous Order" means the Hire-Purchase and Credit Sale Agreements (Control) Order 1973**(a)**.

(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 3 shall affect the disposal of any goods in pursuance of an agreement made on or before 17th December 1973 and that Article shall have effect in relation to the disposal of any goods under an agreement entered into after 17th December 1973 but before the commencement date as if any reference therein to a requirement of Schedule 2 to this Order were a reference to the corresponding requirement of the previous Order in force on the date when that agreement was entered into.

3. Nothing in Article 5 shall affect the possession by any person of any goods under an agreement entered into on or before 17th December 1973 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 17th December 1973 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—

(a) S.I. 1973/2129 (1973 III, p. 7318).

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

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

4. Article 8(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.

Article 14

SCHEDULE 4

ORDERS REVOKED

Orders revoked	References
Hire-Purchase and Credit Sale Agreements (Control) Order 1973.	S.I. 1973/2129 (1973 III, p. 7318).
Hire-Purchase and Credit Sale Agreements (Control) (Amendment No. 2) Order 1975	S.I. 1975/711 (1975 I, p. 2565).
Hire-Purchase and Credit Sale Agreements (Control) (Amendment No. 3) Order 1975	S.I. 1975/2139 (1975 III, p. 7967).
Hire-Purchase and Credit Sale Agreements (Control) (Amendment) Order 1976	S.I. 1976/544 (1976 I, p. 1615).

EXPLANATORY NOTE

(*This Note is not part of the Order.*)

This Order supersedes the Hire-Purchase and Credit Sale Agreements (Control) Order 1973 as amended. The principal changes are:—

1. Under the 1973 Order, there were excluded from the control cases of the disposal or possession of certain mechanically propelled road vehicles under hire-purchase or credit sale agreements where the hirer or purchaser is a physically disabled person entitled to a mobility allowance under the Social Security Act 1975 or is a specified person acting on his behalf. The present Order in addition excludes from the control the like cases where mobility allowance is paid under the Social Security (Northern Ireland) Act 1975.

2. Certain three-wheeled motor vehicles are excluded from the control.

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