HIRE-PURCHASE AND CREDIT SALE AGREEMENT CHARGES

1952 No. 1315

The Hire-Purchase and Credit Sale Agreements (Maximum Prices and Charges) Order, 1952

Made - - - -	11*th July*, 1952
Laid before Parliament	12*th July*, 1952
Coming into Operation	21*st July*, 1952

The Board of Trade in pursuance of the powers conferred on them by Sections 1, 2 and 18 of the Goods and Services (Price Control) Act, 1941(**a**), as amended by the Defence (Price Control) Regulations, 1945(**b**), (which are continued in force by the Supplies and Services (Continuance) Order, 1951(**c**),) hereby order as follows:—

Scope of Order

1.—(1) The maximum prices to be charged and the maximum charges to be made in the course of any business in respect of credit sale and hire-purchase agreements to which this Order applies shall be computed in accordance with the following provisions of this Order.

(2) The credit sale and hire-purchase agreements to which this Order applies are agreements which relate to goods consisting of or comprising price-controlled goods other than typewriters.

Maximum prices and charges under credit sale and hire-purchase agreements

2.—(1) Subject to the following provisions of this Order, the maximum price or the maximum charge, as the case may be, payable in pursuance of or in connection with any credit sale or hire-purchase agreement to which this Order applies shall be the retail cash price of the goods to which the agreement relates.

(2) The maximum price payable in pursuance of or in connection with any credit sale agreement to which this Order applies, being an agreement in relation to which the requirements specified in the First Schedule hereto are or have been satisfied, shall be the retail cash price of the goods to which the agreement relates, together with an amount equal to 5 per cent. of the said retail cash price.

(3) The maximum price or the maximum charge, as the case may be, payable in pursuance of or in connection with any credit sale or hire-purchase agreement to which this Order applies, being an agreement made in writing in relation to which the requirements specified in the Second Schedule hereto are or have been satisfied, shall be the retail cash price of the goods to which the agreement relates, together with an amount equal to 20 per cent. of the difference between the said retail cash price and the amount of the payment to be made on or before the signing of the agreement in accordance with the said requirements, or, where the agreement is required to comply with the provisions of the Hire-Purchase and Credit Sale Agreements (Control) Order, 1952(**d**), as amended from time to time, the amount of the payment to be made, in accordance with those provisions, before the signing of the agreement.

(a) 4 & 5 Geo. 6. c. 31.
(b) S.R. & O. 1945/1613; 1945 II, p. 81.
(c) S.I. 1951/2116; 1951 III, p. 27.
(d) S.I. 1952/121; 1952 III, p. 3285.

Substituted agreements

3.—(1) Where a credit sale or hire-purchase agreement to which this Order applies is substituted for any such agreement (whether or not goods are therein added or omitted), the maximum prices and maximum charges fixed by the foregoing provisions of this Order shall apply to the aggregate of the prices and charges under those agreements treated, so far as may be, as one agreement.

(2) Where a credit sale or hire-purchase agreement to which this Order applies is substituted for any such agreement to which paragraph (3) of Article 2 applies, the substituted agreement shall, for the purpose of ascertaining the maximum price or maximum charge under both agreements, be deemed also to be one to which that paragraph applies if—

(*a*) in a case in which the substituted agreement includes additional goods, it provides for the payment on the making of the agreement either of a sum not less than 12½ per cent. of the retail cash price of those additional goods, or, where also goods are returned within six months of the supply thereof, of a sum not less than 12½ per cent. of the difference between such price of the additional goods and that of the returned goods;

(*b*) it provides for any sum payable thereunder (or the balance thereof in the cases above referred to) to be paid by instalments over a period not exceeding two years.

Additional charges to be included in maximum price

4. The maximum price to be charged and the maximum charge to be made in pursuance of or in connection with any credit sale or hire-purchase agreement includes any consideration payable (whether by the buyer or bailee or any guarantor to the seller or bailor or any other person to whom any part of the moneys due under the agreement are payable or to any servant or agent of any such person) in respect of services performed or acts or things done in relation to the making of or entering into, or the performance or completion of, any credit sale or hire-purchase agreement whether or not the consideration is expressed to be specifically payable as consideration or part consideration for all or any of such services.

Interpretation and Revocation

5.—(1) In this Order—

"credit sale agreement" means an agreement for the sale of goods under which the whole or part of the purchase price in respect of the goods comprised in any such agreement is payable by instalments;

"hire-purchase agreement" means—

(i) in England and Wales, a hire-purchase agreement as defined by section 21 of the Hire-Purchase Act, 1938(**a**), and any agreements which, for the purposes of that Act, would be treated as a single agreement made at any time shall be treated, for the purposes of this Order, as a single agreement made at that time;

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

(iii) in Northern Ireland, a hire-purchase agreement as defined in the Hire-Purchase Act (Northern Ireland), 1940(**c**), and any agreements which, for the purposes of that Act, would be treated as a single

(**a**) 1 & 2 Geo. 6. c. 53. (**b**) 22 & 23 Geo. 5. c. 38.
(**c**) 4 & 5 Geo. 6. c. 10.

agreement made at any time shall be treated, for the purposes of this Order, as a single agreement made at that time;

"offer for sale" has the meaning assigned to that expression in section 20 of the Goods and Services (Price Control) Act, 1941;

"retail cash price" means, in relation to an agreement relating to goods—

(*a*) which are price-controlled goods, the maximum price fixed by an Order or Direction made under section 1 of the Goods and Services (Price Control) Act, 1941, and, in a case in which the maximum price so fixed does not include purchase tax, the amount of purchase tax paid or payable;

(*b*) which are not price-controlled goods, the price at which those goods are being offered for sale,

being the price appropriate to a sale of those goods for cash at the date of the agreement to the prospective hirer or buyer, as the case may be.

(2) Nothing in this Order shall affect the execution of any agreement lawfully made before the date of this Order.

(3) The Hire-Purchase and Credit Sale Agreements (Maximum Prices and Charges) Order, 1950(**a**), the Hire-Purchase and Credit Sale Agreements (Maximum Prices and Charges) (Amendment) Order, 1950(**b**), and the Hire-Purchase and Credit Sale Agreements (Maximum Prices and Charges) (Amendment No. 2) Order, 1952(**c**), are hereby revoked.

Citation and Commencement

6. This Order may be cited as the Hire-Purchase and Credit Sale Agreements (Maximum Prices and Charges) Order, 1952, and shall come into operation on the 21st day of July, 1952.

Dated this 11th day of July, 1952.

Peter Thorneycroft,
President of the Board of Trade.

FIRST SCHEDULE

Requirements Relating to Short-Term Credit Sale Agreements

1. On or before the making of the agreement actual payment was made of not less than 12½ per cent. of the retail cash price of the goods to which the agreement relates.

2. The agreement provides for the payment of the balance due by instalments spread over a period of not less than four months nor more than eight months.

SECOND SCHEDULE

Requirements Relating to Hire-Purchase and Long-Term Credit Sale Agreements

1. Before the agreement was entered into, either—

(*a*) the owner or seller stated in writing to the prospective hirer or buyer, otherwise than in the note or memorandum of the agreement, a price at which those goods could be purchased by him for cash, or

(a) S.I. 1950/39; 1950 I, p. 936. (b) S.I. 1950/551; 1950 I, p. 941.
(c) S.I. 1952/122.

(*b*) the prospective hirer or buyer inspected those goods or like goods and at the time of his inspection tickets or labels were attached to or displayed with the goods in a prominent position clearly stating the cash price of the goods as a whole or of all the different articles or sets of articles comprised therein, or

(*c*) the prospective hirer or buyer selected those goods by reference to a catalogue, price list or advertisement which clearly stated the cash price of each of the different articles or sets of articles comprised therein.

2. On or before the signing of the agreement actual payment was made of not less than 12½ per cent. of the retail cash price:

Provided that this requirement shall not apply to any agreement which is required to comply with the provisions of the Hire-Purchase and Credit Sale Agreements (Control) Order, 1952, as amended from time to time.

3. If the agreement relates to both price-controlled goods and other goods, the total retail cash price of those other goods shall be separately stated.

4. The agreement contains provision for the payment of the balance due by not less than nine instalments spread over a period of not less than nine months nor more than two years but so that the first instalment does not fall due until 75 per cent. of the goods (calculated by reference to the said retail cash prices) has been delivered, unless delivery is postponed at the written request of the hirer or buyer:

Provided that this requirement shall not apply to any agreement which is required to comply with the provisions of the Hire-Purchase and Credit Sale Agreements (Control) Order, 1952, as amended from time to time.

5. The agreement contains provision whereby, if the last payment due under the agreement is made or tendered within the period specified in the table below and no instalment has been more than one month in arrear, the owner or seller shall pay or allow to the hirer or buyer an amount not less than that by which the total consideration paid under the agreement exceeds the aggregate of—

(*a*) the retail cash price of the goods to which the agreement relates; and

(*b*) an amount equal to the appropriate percentage, specified in the said table, of the difference between that retail cash price and the amount of the payment referred to in paragraph 2 hereof made on or before the signing of the agreement, or, where the agreement is required to comply with the provisions of the Hire-Purchase and Credit Sale Agreements (Control) Order, 1952, as amended from time to time, the amount of the payment referred to in paragraph 3 of the Second Schedule to the said Order, as so amended, made before the signing of the agreement.

Period between date of hire-purchase or credit sale agreement and date of last payment	Percentage
Not exceeding 12 months	12½
Exceeding 12 months but not exceeding 18 months	15

This paragraph shall not apply in any case in which the total consideration payable under the agreement does not exceed the said retail cash price together with 12½ per cent. of the difference between the said retail cash price and the amount of the payment referred to in paragraph 2 hereof made on or before the signing of the agreement, or, as the case may be, the amount of the payment referred to in paragraph 3 of the Second Schedule to the said Order, as so amended, made before the signing of the agreement.

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 (Maximum Prices and Charges) Order, 1950, as amended.

The principal change is that the maximum price or maximum charge in respect of a credit sale or hire-purchase agreement comprising price-controlled goods (other than typewriters) and also non-price-controlled goods is—

(*a*) in the case of a credit sale agreement which complies with the requirements of the First Schedule, the retail cash price of the goods together with 5 per cent. of that price;

(*b*) in the case of a credit sale or hire-purchase agreement which complies with the requirements of the Second Schedule, the retail cash price of the goods together with 20 per cent. of the difference between that price and the deposit.

Hitherto in such cases, except where the non-price-controlled goods were non-utility furniture or bedding, the maximum price or maximum charge has been the retail cash price of the price-controlled goods.

HOLLOW-WARE

1952 No. 805

The Enamelled Hollow-ware (Maximum Prices) (Revocation) Order, 1952

Made - - - -	21*st April*, 1952
Laid before Parliament	22*nd April*, 1952
Coming into Operation	25*th April*, 1952

The Board of Trade in pursuance of the powers conferred upon them by Section 18 of the Goods and Services (Price Control) Act, 1941(**a**), as amended by the Defence (Price Control) Regulations, 1945(**b**), (which are continued in force by the Supplies and Services (Continuance) Order, 1951(**c**),) hereby order as follows:—

1. The Enamelled Hollow-ware (Maximum Prices) Order, 1949(**d**), the Enamelled Hollow-ware (Maximum Prices) (Amendment) Order, 1949(**e**), and the Enamelled Hollow-ware (Maximum Prices) (Amendment No. 2) Order, 1951(**f**), are hereby revoked.

2. This Order may be cited as the Enamelled Hollow-ware (Maximum Prices) (Revocation) Order, 1952, and shall come into operation on the 25th day of April, 1952.

Dated this 21st day of April, 1952.

Peter Thorneycroft,
President of the Board of Trade.

(a) 4 & 5 Geo. 6. c. 31.
(b) S.R. & O. 1945/1613; 1945 II, p. 81.
(c) S.I. 1951/2116; 1951 III, p. 27.
(d) S.I. 1949/424; 1949 I, p. 2186.
(e) S.I. 1949/1923; 1949 I, p. 2193.
(f) S.I. 1951/1745; 1951 I, p. 973.