



Hire-Purchase Act 1964

1964 CHAPTER 53

PART I

AMENDMENT OF LAW RELATING TO HIRE-PURCHASE AND CREDIT-SALE IN ENGLAND AND WALES

15 Notice of hirer's default

- (1) The provisions of this section shall have effect where goods are let under a hire-purchase agreement to which the principal Act applies, and that agreement, or any other agreement, contains a provision (however expressed, and whether limited to defaults in payment or not) whereby, apart from this section, on the occurrence of, or at a time to be ascertained by reference to, a default in the payment of one or more instalments or other sums payable by the hirer, such of the consequences mentioned in the next following subsection as are specified in that provision (in this section referred to as " the specified consequences ") would follow.
- (2) The consequences referred to in the preceding subsection are that the hire-purchase agreement, or the bailment of the goods, shall terminate, or shall be terminable, or that the owner shall have a right to recover possession of the goods.
- (3) If default is made in the payment of one or more sums to which that provision (in this subsection referred to as " the relevant provision ") applies, the specified consequences shall not follow by reason of that default unless the owner serves on the hirer, by post or otherwise, a notice (in this section referred to as a " notice of default ") stating the amount which has become due, but remains unpaid, in respect of sums to which the relevant provision applies, and requiring the amount so stated to be paid within such period (not being less than seven days beginning with the date of service of the notice) as may be specified in the notice.
- (4) Where a notice of default is served, the specified consequences shall not follow before the end of the period specified in the notice by reason of any default to which the notice relates ; and, if before the end of that period the amount specified in the notice is paid or tendered by or on behalf of the hirer or any guarantor, the specified consequences shall not follow thereafter by reason of any such default.

Status: This is the original version (as it was originally enacted). This item of legislation is currently only available in its original format.

- (5) In a case where the specified consequences are that the hire-purchase agreement, or the bailment of the goods, may be terminated by notice given by the owner, a notice of default may include a notice terminating the hire-purchase agreement or the bailment at or after the end of the period specified therein in accordance with subsection (3) of this section, subject to a condition that the termination is not to take effect if before the end of that period the amount specified in the notice of default is paid or tendered as mentioned in the last preceding subsection.
- (6) Without prejudice to the service of a notice of default in any way in which such a notice could be served apart from this subsection, a notice of default shall be deemed to be served on the hirer under a hire-purchase agreement if—
- (a) it is addressed to the person last known to the owner as the hirer under the agreement, and is delivered at, or sent by post to, the last known address of that person, or
 - (b) in a case where that person has died, the notice (if not served in accordance with the preceding paragraph) is addressed to that person's personal representative (whether by that or any similar description, and whether for the time being there is any personal representative of his or not) and is delivered at, or sent by post to, the address which was the last known address of the deceased person.
- (7) Where the person who, immediately before his death, was the hirer under a hire-purchase agreement has died, and his rights under the agreement have not yet passed to a personal representative.—
- (a) section 9 of the Administration of Estates Act 1925 (vesting of estate of intestate between death and grant of administration) shall not be construed as enabling a notice of default to be served on the Probate Judge (as defined by that Act) as being the hirer under that agreement, and
 - (b) subsections (1) to (5) of this section shall have effect as if the deceased person had not died, and any reference in those subsections to default in the payment of a sum payable by the hirer shall be construed accordingly.
- (8) At any time after the service of a notice of default and before the amount specified in the notice is paid or tendered as mentioned in subsection (4) of this section or the period specified in the notice expires (whichever first occurs) the goods to which the hire-purchase agreement relates shall not be treated.—
- (a) for the purposes of section 4 of the Law of Distress Amendment Act 1908, as goods comprised in a hire-purchase agreement made by the hirer, or
 - (b) for the purposes of that section or of section 38 of the Bankruptcy Act 1914, as goods which are by the consent and permission of the owner in the possession, order or disposition of the hirer.