



Hire-Purchase Act 1964

1964 CHAPTER 53

PART I

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

23 Avoidance of provisions and contracts inconsistent with Part I

- (1) Any provision which is contained in an agreement (whether a hire-purchase agreement or credit-sale agreement or not) and is a provision to which this subsection applies shall be void.
- (2) The preceding subsection applies to—
 - (a) any provision excluding or restricting the operation of any enactment contained in sections 4 to 9 of this Act or the exercise of any right conferred by such an enactment or imposing any liability in consequence of the exercise of such a right, other than or in addition to any liability imposed by such an enactment;
 - (b) any provision excluding or restricting the operation of any enactment contained in section 10 or section 11 of this Act;
 - (c) any provision excluding or modifying any condition implied by virtue of section 13 of this Act.
- (3) Any contract, whether oral or in writing, which apart from this subsection would have effect as a contract to enter into an agreement to which this subsection applies (as distinct from a contract constituting such an agreement) shall be void.
- (4) The last preceding subsection applies—
 - (a) to any hire-purchase agreement to which the principal Act applies, and
 - (b) to any credit-sale agreement to which that Act applies under which the total purchase price exceeds £30.
- (5) This section shall have effect without prejudice to the operation of section 5 of the principal Act (which avoids certain provisions specified in that section).