



Hire-Purchase Act 1964

1964 CHAPTER 53

PART I

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

3 Requirements relating to hire-purchase agreements and credit-sale agreements

- (1) The requirements specified in section 2(2) of the principal Act (which specifies requirements relating to hire-purchase agreements) and the requirements specified in section 3(2) of that Act (which specifies requirements relating to credit-sale agreements) shall apply to the hire-purchase agreement or credit-sale agreement, as the case may be, and not to a note or memorandum of such an agreement; and accordingly—
- (a) in paragraph (a) of the said section 2(2) and in paragraph (a) of the said section 3(2) (which in each case requires that a note or memorandum of the agreement shall be made and signed by the hirer or buyer, as the case may be, and by or on behalf of all other parties to the agreement), for the words "a note or memorandum of the agreement is made and ", there shall be substituted the words " the agreement is " , and
 - (b) in paragraphs (b) to (d) of the said section 2(2) and in paragraphs (b) and (c) of the said section 3(2), for the words " note or memorandum", in each place where they occur, there shall be substituted the word " agreement " .
- (2) In the said section 2(2), after paragraph (d), there shall be inserted the words "and
- (e) either—
 - (i) the agreement is signed by or on behalf of all other parties immediately after it is signed by the hirer, and the copy referred to in paragraph (d) of this subsection is there and then delivered to him, or, the agreement having been signed by or on behalf of all other parties before it is signed by the hirer, that copy is delivered to him immediately after he signs the agreement, or

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- (ii) if, in a case not falling within the foregoing sub-paragraph, the relevant document (that is to say, the document which, on being signed as mentioned in paragraph (a) of this subsection, became the agreement) was presented, and not sent, to the hirer for his signature, then immediately after he signed the relevant document there was delivered to him a copy of that document in the form in which it then was, or
- (iii) if the relevant document was sent to the hirer for his signature, then at the time when it was sent there was also sent to him a copy of that document in the form in which it then was”;

and in the proviso to the said section 2(2) for the words " or (d) " there shall be substituted the words " (d) or (e) ".

- (3) In section 3(2) of the principal Act, after paragraph (c), there shall be inserted the words “and

(d) either—

- (i) the agreement is signed by or on behalf of all other parties immediately after it is signed by the buyer, and the copy referred to in paragraph (c) of this subsection is there and then delivered to him, or, the agreement having been signed by or on behalf of all other parties before it is signed by the buyer, that copy is delivered to him immediately after he signs the agreement, or
- (ii) if, in a case not falling within the foregoing sub-paragraph, the relevant document (that is to say, the document which, on being signed as mentioned in paragraph (a) of this subsection, became the agreement) was presented, and not sent, to the buyer for his signature, then immediately after he signed the relevant document there was delivered to him a copy of that document in the form in which it then was, or
- (iii) if the relevant document was sent to the buyer for his signature, then at the time when it was sent there was also sent to him a copy of that document in the form in which it then was”;

and in the proviso to the said section 3(2) for the words " or (c)" there shall be substituted the words " (c) or (d) ".

- (4) The Board of Trade may by regulations provide that in any document which, on being signed as mentioned in section 2(2)(a) or section 3(2)(a) of the principal Act.—

- (a) constitutes a hire-purchase agreement to which that Act applies, or
- (b) constitutes a credit-sale agreement to which that Act applies under which the total purchase price exceeds £30,

the signature of the hirer or buyer shall be inserted in a space marked in such manner, and accompanied in the document by such words, as may be specified in the regulations; and the regulations may include provision as to the location of those words in relation to the space in which the signature is inserted, and may prescribe such other requirements (whether as to type, size, colour or disposition of lettering or otherwise) as the Board may consider appropriate for securing that the words come to the attention of the hirer or buyer at the time when he is about to sign the document.

- (5) A document to which any regulations made under the last preceding subsection apply shall not be invalid by reason only that the regulations are not complied with; but—

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- (a) in the case of a document which constitutes a hire-purchase agreement, section 2(2) of the principal Act shall have effect in relation to compliance with the requirements of any such regulations as it has effect in relation to compliance with the requirements specified in paragraphs (b) to (e) of the said section 2(2), and
 - (b) in the case of a document which constitutes a credit sale agreement, section 3(2) of the principal Act shall have effect in relation to compliance with the requirements of any such regulations as it has effect in relation to compliance with the requirements specified in paragraphs (b) to (d) of the said section 3(2).
- (6) Section 3 of the principal Act shall have effect as if, for any reference to £5, there were substituted a reference to £30.