



Hire-Purchase Act 1964

1964 CHAPTER 53

PART I

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

7 Re-delivery, and interim care, of goods comprised in notice of cancellation

- (1) The provisions of this section shall have effect where a notice of cancellation is served, and at any time, whether before or after the service of that notice, any of the goods to which the relevant document relates are in the possession of the prospective hirer or buyer, having come into his possession in consequence, or in anticipation, of his signing that document.
- (2) The prospective hirer or buyer shall not be under any obligation (whether arising by contract or otherwise) to deliver the goods except at his own premises and in pursuance of a request in writing signed by or on behalf of the person entitled to possession of the goods and served on the prospective hirer or buyer either before, or at the time when, the goods are collected from his premises; and any such obligation shall be subject to any lien, or other right to retain the goods, which he may have under section 8(2) or section 9(3) of this Act.
- (3) If the prospective hirer or buyer—
 - (a) delivers the goods (whether at his own premises or elsewhere) to an authorised person, or to a person designated for the purpose by an authorised person, or
 - (b) sends the goods at his own expense to an authorised person,he shall be taken to have done so with the consent of that authorised person and (if that person is not for the time being entitled to possession of the goods) with the consent of the person who is so entitled, and shall be discharged from any obligation (whether arising by contract or otherwise) to retain the goods or to deliver them to any person so entitled.
- (4) Until the occurrence of whichever of the following events first occurs, that is to say—

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- (a) the prospective hirer or buyer delivers or sends the goods as mentioned in paragraph (a) or paragraph (b) of the last preceding subsection, or
- (b) the period of twenty-one days beginning with the date of service of the notice of cancellation expires without his having received such a request as is mentioned in subsection (2) of this section and unreasonably refused or unreasonably failed to comply with it,

the prospective hirer or buyer shall be under an obligation to take reasonable care of the goods; and if he sends them to an authorised person as mentioned in paragraph (b) of the last preceding subsection, he shall be under an obligation to take reasonable care to see that they are received by that person and are not damaged in transit to him.

- (5) Any obligation under the last preceding subsection shall be owed to the person for the time being entitled to possession of the goods, and any breach of that obligation shall be actionable, at the suit of that person, as a breach of statutory duty.
- (6) Except as provided by subsections (4) and (5) of this section, the prospective hirer or buyer shall not be under any obligation (whether arising by contract or otherwise) to take care of the goods by reason of their having come into his possession as mentioned in subsection (1) of this section.
- (7) In this section " authorised person " means a person falling within any one or more of the following descriptions, that is to say—
 - (a) the person who conducted any antecedent negotiations in pursuance of which the prospective hirer or buyer signed the relevant document;
 - (b) the person for the time being entitled to possession of the goods;
 - (c) the owner or seller ;
 - (d) any person who is specified, as mentioned in section 6(1)(a) of this Act, as a person to whom a notice of cancellation may be sent,

and any reference to the premises of the prospective hirer or buyer is a reference to the premises which in the relevant document are specified as his address.