



# Supply of Goods (Implied Terms) Act 1973

## 1973 CHAPTER 13

### *Hire-purchase agreements*

#### **[12A <sup>F1</sup> Remedies for breach of hire-purchase agreement as respects Scotland.**

- (1) Where in a hire-purchase agreement the creditor is in breach of any term of the agreement (express or implied), the person to whom the goods are hired shall be entitled—
  - (a) to claim damages, and
  - (b) if the breach is material, to reject any goods delivered under the agreement and treat it as repudiated.
- (2) Where a hire-purchase agreement is a consumer contract, then, for the purposes of subsection (1) above, breach by the creditor of any term (express or implied)—
  - (a) as to the quality of the goods or their fitness for a purpose,
  - (b) if the goods are, or are to be, hired by description, that the goods will correspond with the description,
  - (c) if the goods are, or are to be, hired by reference to a sample, that the bulk will correspond with the sample in quality,shall be deemed to be a material breach.
- (3) In subsection (2) above “consumer contract” has the same meaning as in section 25(1) of the Unfair Contract Terms Act 1977; and for the purposes of that subsection the onus of proving that a hire-purchase agreement is not to be regarded as a consumer contract shall lie on the creditor.
- (4) This section applies to Scotland only.]

#### **Textual Amendments**

**F1** S. 12A inserted (s.) (3.1.1995) by 1994 c. 35, ss. 7,8(2), Sch. 2 para. 4(8) (with s. 8(3))

**Status:**

Point in time view as at 03/01/1995. This version of this provision has been superseded.

**Changes to legislation:**

There are currently no known outstanding effects for the Supply of Goods (Implied Terms) Act 1973, Section 12A.