



Supply of Goods (Implied Terms) Act 1973

1973 CHAPTER 13

Hire-purchase agreements

[12A ^{F1} Remedies for breach of [^{F2} relevant hire-purchase agreement] as respects Scotland.

- (1) Where in a [^{F2}relevant 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.

^{F3}(2)

^{F3}(3)

(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))
- F2** Words in Act substituted (1.10.2015) by [Consumer Rights Act 2015 \(c. 15\)](#), s. 100(5), [Sch. 1 para. 2](#); [S.I. 2015/1630](#), art. 3(g) (with art. 6(1))
- F3** S. 12A(2)(3) omitted (1.10.2015) by virtue of [Consumer Rights Act 2015 \(c. 15\)](#), s. 100(5), [Sch. 1 para. 5](#); [S.I. 2015/1630](#), art. 3(g) (with art. 6(1)); [S.I. 2015/1630](#), art. 3(g) (with art. 6(1))

Changes to legislation:

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