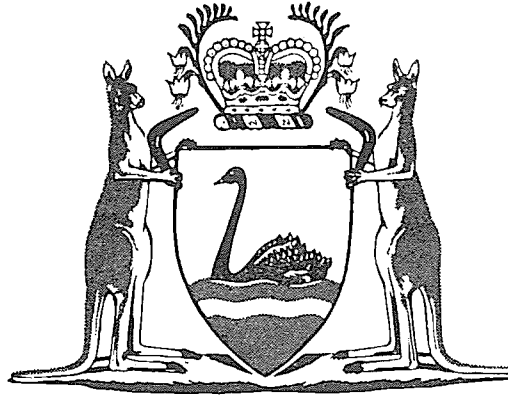


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HIRE-PURCHASE ACT, 1959-1974

HIRE-PURCHASE (GENERAL)
REGULATIONS, 1975

AND

HIRE-PURCHASE (CREDIT
PROVIDERS LICENSING)
REGULATIONS, 1975

HIRE-PURCHASE ACT, 1959-1974.

Department of Labour,
Perth, 23rd January, 1975.

HIS Excellency the Lieutenant Governor and Administrator acting pursuant to the provisions of the Hire-Purchase Act, 1959-1974 and section 11 of the Interpretation Act, 1918-1972 has been pleased to make the regulations set forth in the Schedule below.

B. R. COLCUTT,
Acting Under Secretary for Labour and Industry.

Schedule.

HIRE-PURCHASE (GENERAL) REGULATIONS, 1975.

1. These regulations may be cited as the Hire-Purchase (General) Citation. Regulations, 1975.
2. In these regulations unless the contrary intention appears,

<p>"Form" means a form in the Schedule; "Schedule" means the Schedule to these regulations; "section" means a section of the Act; "the Act" means the Hire-Purchase Act, 1959.</p>	<p>Interpretation.</p>
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3. An application pursuant to section 12A by an owner for the consent of the Commissioner for the taking of possession of goods the subject of a hire-purchase agreement shall be in the form of Form 1.

	<p>Application by owner for consent to take possession. (Form 1.)</p>
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4. (1) An application pursuant to section 36A for relief by reason of sickness or unemployment of a hirer against the consequences of a breach of a hire-purchase agreement shall be in the form of Form 2.

	<p>Application for relief on the grounds of sickness or unemployment. (Form 2.)</p>
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 - (2) In considering an application referred to in subregulation (1) of this regulation the Commissioner shall have regard to—
 - (a) the likely duration of the sickness of the hirer;
 - (b) the likely duration of the period of unemployment of the hirer;
 - (c) the financial circumstances of the hirer;
 - (d) the effect that a refusal of relief under section 36A of the Act would have on the financial circumstances of the hirer;
 - (e) where the goods the subject of the hire-purchase agreement are necessary for the livelihood of the hirer, the effect a breach of the agreement would have on the financial circumstances of the hirer;
 - (f) the extent of the hirer's equity in the goods the subject of the hire-purchase agreement;
 - (g) the obligations of the hirer in the event of a breach of the hire-purchase agreement; and
 - (h) the consequences of a breach of the hire-purchase agreement for any guarantor of the hire-purchase agreement.
 - (3) For the purpose of considering an application referred to in subregulation (1) of this regulation the Commissioner may require the hirer and any guarantor of the hire-purchase agreement to produce such information as the Commissioner considers necessary.
5. The explanation of a hirer's right to a rebate of terms charges pursuant to section 11 on payment of the net balance due to the owner to be given to the hirer pursuant to the provisions of the First Schedule of the Act and to be printed in type known as Ten Point Roman Capitals as specified therein is as follows:—

	<p>Explanation of hirer's right to statutory rebate.</p>
--	--

UNDER SECTION 11 OF THE ACT, THE HIRER UNDER A HIRE-PURCHASE AGREEMENT IS ENTITLED TO COMPLETE THE PURCHASE OF THE GOODS BY PAYING OR TENDERING TO THE OWNER THE NET BALANCE DUE TO THE OWNER UNDER THE AGREEMENT. WHEN DOING SO THE HIRER

WILL BE ENTITLED TO A "STATUTORY REBATE" OF THE TERMS CHARGES, CALCULATED IN ACCORDANCE WITH THE DEFINITION OF THAT TERM IN SECTION 2 OF THE ACT AS FOLLOWS.

THE AMOUNT OF STATUTORY REBATE SHALL BE CALCULATED IN ACCORDANCE WITH THE FOLLOWING FORMULAE—

C x N x (N + 1)
T x (T + 1)

WHERE (IN EACH CASE)

- "C" = THE AMOUNT OF TERMS CHARGES
"N" = THE NUMBER OF COMPLETE MONTHS OF THE AGREEMENT STILL TO GO
"T" = THE TOTAL NUMBER OF MONTHS IN THE AGREEMENT

INSTALMENTS IN THE EARLY STAGES OF REPAYMENT CONTAIN A LARGER PROPORTION OF THE TERMS CHARGES THAN INSTALMENTS PAID LATER ON TOWARDS THE COMPLETION OF AN AGREEMENT. THIS IS BECAUSE THE GREATER PART OF THE PRINCIPAL AMOUNT IS OWING IN THE EARLY STAGES OF AN AGREEMENT. THIS IS DEMONSTRATED IN THE FOLLOWING EXAMPLES WHERE, FOR EXAMPLE, \$260 TERMS CHARGES ARE INCLUDED IN AN AGREEMENT TO BE PAID IN 12 MONTHS BUT THE AGREEMENT IS COMPLETELY PAID OFF WITH

- (A) 9 MONTHS STILL TO GO — 260 x 9 x 10 = \$150 REBATE
(B) 6 MONTHS STILL TO GO — 260 x 6 x 7 = \$70 REBATE
(C) 3 MONTHS STILL TO GO — 260 x 3 x 4 = \$20 REBATE

THE SCHEDULE.

Form 1.

HIRE PURCHASE ACT, 1959.
(Section 12A)

APPLICATION BY OWNER FOR CONSENT OF COMMISSIONER TO TAKE POSSESSION OF GOODS UNDER A HIRE-PURCHASE AGREEMENT WHEN 75% OF TOTAL AMOUNT PAYABLE HAS BEEN PAID.

Commissioner for Consumer Protection,
Owner's name and address
Hirer's name and address
Guarantor's name and address (if applicable)
Short description of goods
Total Amount payable under agreement
Amount so far paid

Form 1—continued.

Instalment arrangements under agreement

No. of Instalments	Frequency	Amount of each Instalment	Number of Instalments and date of last Instalment.
.....

Reasons for request

.....
.....

Date

Signature

NOTE: An owner aggrieved by a decision of the Commissioner not to give consent may apply to a Local Court to alter the decision.

Form 2.

HIRE PURCHASE ACT, 1959.
(Section 36A.)

APPLICATION FOR RELIEF AGAINST THE CONSEQUENCES OF BREACH OF A HIRE PURCHASE AGREEMENT BY REASON OF SICKNESS OR UNEMPLOYMENT.

To COMMISSIONER FOR CONSUMER PROTECTION,

I/We
(full name in block letters)

of
(full postal address)

Telephone No. *apply for relief

with respect to moneys due and payable under a hire-purchase agreement with
(full name and address of owner)

because of sickness/unemployment the details of which are set out hereunder.

Details of Hire Purchase Agreement (attach copy).

Short description of goods

Details of instalments

Last payment made on the day of

19..... Amount \$.....

Next payment due on the day of

19..... Amount \$.....

Remaining payments to be made—

Number	Amounts	Frequency

Name and address of guarantor (if applicable)

* State what relief is sought.

Form 2—continued.

*** SICKNESS**

- (i) I ceased work on the day of 19.....
- (ii) Give details of sickness and likely duration
- (iii) My employer is
- (full name and address)
- (iv) I registered for sickness benefit with the Department of Social Security at on the day of 19.....
- (v) Give details of any other application for sickness benefits
- (vi) Give details of any benefits being received

*** UNEMPLOYMENT**

- (i) I am unemployed and have been from the day of 19.....
- (ii) My employer was
- (full name and address)
- (iii) I registered for unemployment benefits with the Commonwealth Employment Service at on the day of 19.....
- (iv) The details of unemployment benefits being received by me are as follows

(* Complete whichever is applicable.)

Financial position and income of applicant

Financial commitments of applicant

Details of family

Name	Husband, wife or child	Age	Whether financially dependent upon applicant	Weekly Income

If the default is due to sickness what is the likely duration of the sickness?

If the default is due to unemployment what is the likely duration of the unemployment?

What effect would a refusal of relief have on your financial circumstances?

Are the goods the subject of the hire-purchase agreement necessary for your livelihood?

Form 2—continued.

If the goods the subject of the hire-purchase agreement are necessary for your livelihood what effect would a breach of the agreement have on your financial circumstances?

What is the extent of your equity in the goods the subject of the hire-purchase agreement?

What obligations would arise in the event of a breach of the hire-purchase agreement?

What would be the consequences of a breach of the hire-purchase agreement for any guarantor of the hire-purchase agreement?

Date

Signature

NOTE:

1. A copy of this application must be served on the owner and every guarantor.
2. The decision of the Commissioner has effect according to its terms and where relief is granted the hire-purchase agreement and any contract of guarantee relating to it are varied to the extent necessary.
3. A grant or refusal of relief by the Commissioner shall be by instrument in writing signed by him and served on the hirer, owner and every guarantor.
4. An owner, hirer or guarantor aggrieved by the decision of the Commissioner may within 7 days from the date of service on him of the decision apply to a Local Court for the decision to be varied or set aside.



HIRE-PURCHASE ACT, 1959-1974.

Department of Labour,
Perth, 23rd January, 1975.

HIS Excellency the Lieutenant Governor and Administrator, acting pursuant to the provisions of the Hire-Purchase Act, 1959-1974, and section 11 of the Interpretation Act, 1918-1972, has been pleased to make the regulations set forth in the schedule below.

B. R. COLCUTT,
Acting Under Secretary for Labour and Industry.

Schedule.

HIRE-PURCHASE (CREDIT PROVIDERS LICENSING) REGULATIONS, 1975

1. These regulations may be cited as the Hire-Purchase (Credit Providers Licensing) Regulations, 1975. Citation.
2. In these regulations unless the contrary intention appears— Interpre-
tation.
 - “certificate” means a certificate issued under these regulations;
 - “District Court” means The District Court of Western Australia constituted under the District Court of Western Australia Act, 1969;
 - “Form” means a form in the Second Schedule; (Second
Schedule.)
 - “Register” means the Register of Licensed Credit Providers prescribed by regulation 7;
 - “regulation” means one of these regulations;
 - “Schedule” means a schedule to these regulations;
 - “section” means a section of the Act;
 - “the Act” means the Hire-Purchase Act, 1959; and
 - “the Chairman” means the Chairman as defined under section 6 of the District Court of Western Australia Act, 1969.
3. The fees set forth in the First Schedule shall be payable in respect of the matters prescribed in that schedule. Fees.
(First
Schedule.)
4. An application for the grant of a licence shall be in the form of Form 1 or Form 2, as the case requires, and shall be lodged with the Registrar. Application
for licence.
(Form 1,
Form 2.)
5. Notice of an application for the grant of a licence to be advertised pursuant to subsection (2) of section 23L— Notice of
application.
(Form 3,
Form 4.)
 - (a) shall be in the form of Form 3 or Form 4, as the case requires; and
 - (b) shall be published in a daily newspaper circulating throughout the State not less than 7 days after the date of lodging of the application with the Registrar.
6. (1) An applicant for a licence shall within fourteen days of lodging his application with the Registrar or such other time as is approved in relation to that applicant by the Tribunal lodge with the Registrar the whole page of the newspaper in which notice of his application was advertised pursuant to section 23L. Procedure
for listing
for hearing.
 - (2). On receipt of an application for a licence the Registrar shall deliver a copy of the application to the Commissioner and the Commissioner shall send a statement of his comments on the application to the registrar.

(3) The Registrar shall submit the application together with any objections that have been lodged with him against the application and the statement of the Commissioner given under subregulation (2) of this regulation to the Chairman.

(4) Subject to the directions of the Tribunal, where for the purposes of considering an application for the grant of a licence the Tribunal requires a party to the proceedings to produce any information or documents or both information and documents the Registrar shall notify that party of the requirements of the Tribunal and where—

(a) that party is the applicant; and

(b) he complies with the requirements of the Tribunal,
the Registrar shall—

(c) fix the date and time of the hearing of the application and send each party to the proceedings notification of the date and time so fixed and in the notification set out the sworn evidence or documents, or both sworn evidence and documents that will be required to be produced by that party at the hearing of the application; and

(d) send the applicant copies of the objections that are at the time of the notification of the hearing lodged with the Registrar against his application.

(5) The failure by a party to the proceedings, other than the applicant, to comply with the requirements of the Tribunal under subregulation (4) of this regulation shall not prevent the Tribunal from proceeding with the hearing of the application for a licence.

Register
of Licensed
Credit
Providers.
(Form 5.)

7. (1) There shall be maintained at the Office of the Tribunal a register to be known as the Register of Licensed Credit Providers.

(2) The Register shall be in the form of Form 5.

(3) Subject to the Tribunal, no entries shall be made in the Register unless authorized by the Registrar.

(4) The Registrar shall provide a copy of any entry in the Register to a person who pays the relevant fee prescribed under regulation 3.

Licences.
(Form 6,
Form 7.)

8. A Licence shall be in the form of Form 6 or Form 7, as the case requires.

Registrar
to issue
certificate of
authorized
address.

9. Upon the grant of a licence by the Tribunal the Registrar shall issue a separate certificate of authorized address in respect of each authorized address of the licensed credit provider.

Display of
licence and
certificate of
authorized
address.

10. A licensed credit provider shall in a place accessible to the public—

(a) at his registered office display the licence granted to him; and

(b) at each of his authorized addresses display the certificate of authorized address issued in respect of that address.

Application
for renewal
of licence.
(Form 8,
Form 9.)

11. An application for the renewal of a licence shall be in the form of Form 8 or Form 9, as the case requires.

Alteration
of registered
address.
(Form 10.)

12. An application pursuant to subsection (2) of section 23T for the alteration of the registered address of a licensed credit provider shall be in the form of Form 10.

Notice of
proposed
address.
(Form 11.)

13. (1) A notice pursuant to subsection (3) of section 23T that a licensed credit provider proposes to carry on business at an address other than his registered address shall be in the form of Form 11.

Certificate of
authorized
address.
(Form 12.)

(2) Upon the receipt of a notice referred to in subregulation (1) of this regulation the Registrar shall issue a Certificate of Authorized Address in the form of Form 12.

Notice of
cessation of
business at
an address.
(Form 13.)

14. A notice pursuant to subsection (4) of section 23T that a licensed credit provider has ceased to carry on business at an authorized address (other than his or its registered address) shall be in the form of Form 13,

15. An application for the approval pursuant to section 23U of a natural person under whose personal supervision the business of a licensed credit provider is to be managed at an authorized address—

Approval of manager.
(Form 14.)

- (a) if made at the time of the application for the grant or renewal of a licence, shall be made in that application; or
(b) if made at any other time, shall be in the form of Form 14.

16. (1) An application for the consent of the Tribunal pursuant to section 23 O to the surrender of a licence shall be in the form of Form 15 and shall be delivered to the Tribunal not less than 28 days before the date on which it is intended that the licensed credit provider in respect of whom it is issued is to cease carrying on the business of a hire-purchase credit provider.

Surrender of licence.
(Form 15,
Form 16.)

(2) Where the Tribunal consents to the surrender of a licence, the Registrar shall notify the holder of the licence of its consent in the form of Form 16.

(3) Where the Tribunal consents to the surrender of a licence pursuant to section 23 O, the licensed credit provider shall thereupon return to the Tribunal the licence then issued to him together with all other certificates relating to that licence.

17. An application pursuant to section 23S for an inquiry into the conduct of a person licensed under the Act shall be in the form of Form 17.

Application for inquiry.
(Form 17.)

18. (1) A licensed credit provider shall forthwith on being notified of the suspension or cancellation of the licence granted to him return the licence to the Registrar together with all certificates relating to that licence.

Suspension or cancellation of licence.

(2) The Registrar shall on the expiry of the period of suspension of a licence return the licence and all certificates relating to the licence to the licensed credit provider in respect of whom it is or they are issued.

19. Where an official manager, liquidator or receiver is appointed to conduct the affairs of or to wind up the business of a licensed credit provider the official manager, liquidator or official receiver, as the case may be, shall notify the Tribunal of the fact of his appointment in the form of Form 18.

Appointment of official manager etc.
(Form 18.)

20. (1) The costs of any matter before the Tribunal shall be in accordance with the appropriate scales of costs for the time being in force in respect of a matter in the District Court.

Costs.

(2) Where the scale of costs for the time being applicable to matters before the District Court does not specifically provide for a matter that is the same as the matter before the Tribunal it may allow costs by analogy to an item in the scale of costs of the District Court that is in the opinion of the Tribunal most nearly applicable to that matter and where there is no such analogous item at such sum as is adequate.

(3) Any costs ordered to be paid under this regulation shall be recovered in the same manner as an order for costs made by the District Court.

21. The amount of any fees prescribed by these regulations is a debt due to the Crown, in the right of the State, and may be sued for and recovered by the Registrar in any court of competent jurisdiction.

Fees and Fines & debt.

22. The practice and procedure of the Tribunal shall be the same as the practice and procedure of the District Court and where there is no prescribed practice or procedure of that Court in respect of a matter that is before the Tribunal the Tribunal may in relation to that matter adopt a practice or procedure that is analogous to the practice or procedure of the District Court.

Practice and procedure.

23. A judgment or order of the Tribunal may be enforced in the same manner and to the same extent as though it were a judgment or order of the District Court.

Enforcement of judgments and orders.

FIRST SCHEDULE.

Reg. 3.

1. The fee payable in respect of the grant or renewal of a licence—

(a) where the applicant has been, during the period of 12 months immediately preceding the making of the application, carrying on the business of a credit provider the fee payable in respect of the licence shall be the amount that is the greater of the amounts calculated as follows:—

(i) Fee calculated according to the total amounts financed by the applicant under hire purchase agreements in Western Australia during the period of twelve months immediately preceding the time of the making of the application.

Total amount financed:	Fee payable \$
Did not exceed \$50 000	50
Exceeded \$50 000 but did not exceed \$100 000	100
Exceeded \$100 000 but did not exceed \$250 000	250
Exceeded \$250 000 but did not exceed \$500 000	500
Exceeded \$500 000 but did not exceed \$1 000 000	1 000
Exceeded \$1 000 000 but did not exceed \$5 000 000	2 000
Exceeded \$5 000 000 but did not exceed \$10 000 000	3 000
Exceeded \$10 000 000	5 000

(ii) Fee calculated according to the total number of hire purchase agreements financed by the applicant in Western Australia during the period of twelve months immediately preceding the time of the making of the application.

Total number of agreements Financed:	Fee \$
Did not exceed 50 agreements	50
Exceeded 50 agreements but did not exceed 100 agreements	100
Exceeded 100 agreements but did not exceed 250 agreements	250
Exceeded 250 agreements but did not exceed 500 agreements	500
Exceeded 500 agreements but did not exceed 1 000 agreements	1 000
Exceeded 1 000 agreements but did not exceed 5 000 agreements	2 000
Exceeded 5 000 agreements but did not exceed 10 000 agreements	3 000
Exceeded 10 000 agreements	5 000

(b) where the applicant was not carrying on the business of a credit provider during the period of twelve months preceding the date of his application or part of it or does not produce information or produces insufficient information on his hire purchase agreements in that period, the Tribunal shall fix the fee payable in respect of that licence in such amount as it thinks proper and reasonable in the circumstances and the amount so fixed shall be final and conclusive,

but where pursuant to subsection (1) of section 23N a new licence is granted for a period other than twelve months the fee shall be such amount as is calculated or fixed, as the case may be, under paragraph (a) or (b) hereof—

(c) less, if the new licence is granted for a period of less than twelve months, an amount representing one-twelfth of that amount so calculated or fixed for each complete month by which that period is less than twelve months; or

(d) plus, if the new licence is granted for a period of more than twelve months, an amount representing one-twelfth of that amount so calculated or fixed for each complete month by which that period exceeds twelve months.

Form 1—continued.

2. I am/We are over the age of eighteen years.

I, the said , was born
(Name)

at on the and
(Place) (Date)

(if applicable) I, the said ,
(Name)

was born at on the
(Place) (Date)

(Give names, places and dates of birth for each partner.)

3. My/Our experience in the provision of credit is as follows:—

Date	Field of Credit	Place of Employment	Capacity of Employment

4. I am not/We are not undischarged bankrupt(s) or a person/persons whose affairs are being administered under the laws relating to bankruptcy. (If the answer is in the affirmative give details.)

.....

.....

5. I/We have not been bankrupt. (If the answer is in the affirmative give details.)

.....

.....

6. I/We have/have not been in a position to control or substantially influence the affairs of a licensed company which has been in receivership or liquidation. (If the answer is in the affirmative give details.)

.....

.....

7. I/We have/have not held a licence under the Money Lenders Act, 1912. (If the answer is in the affirmative give details as to when and where it was granted and, if not current, how it ceased to be current.)

.....

.....

8. I/We have/have not applied for and been refused a money lender's or hire-purchase credit providers licence or any other licence required by law to carry on business. (Give details of any refusals.)

.....

.....

9. The following is a list of all the offences (excepting minor traffic offences) for which I/we have been convicted in Western Australia or elsewhere. (If no convictions insert "NIL" against name of person.)

Name	Nature of Offence	Place Convicted	Date	Penalty

Form 1—*continued.*

10. I/We have/have not been reprimanded, fined or disqualified by the Tribunal; and no licence granted to me/us has been suspended or cancelled either temporarily or permanently by the Tribunal (hereinafter called "dealt with by the Tribunal"). (Give details of any fine, reprimand or disqualification and of any licence that has been suspended or cancelled.)

.....

.....

.....

11. No company which was, or is, licensed by the Tribunal as a hire-purchase credit provider (hereinafter called "a licensed company") and of which I/we were at the time (an) officer(s) has ever been dealt with by the Tribunal. (Give details if any company has been dealt with.)

.....

.....

..... (2)

12. I/we have/have not been personally in a position to control or substantially influence the affairs of a licensed company (hereinafter called "a controlling position") at a time when the licensed company was dealt with by the Tribunal. (If the answer is in the affirmative give details.)

.....

.....

.....

13. I/we have/have not been personally in a controlling position with respect to any other company which, in turn, was in a controlling position with respect to a licensed company at a time when the latter company was dealt with by the Tribunal. (If the answer is in the affirmative give details.)

.....

.....

.....

14. The material and financial resources available to me/us to carry on the business of a hire-purchase credit provider are as follows:—

Personal		Business	
Assets	\$	Assets	\$
	\$		\$
Liabilities	\$	Liabilities	\$
	\$		\$
Net Worth		Net Worth	

(If partnership, each partner is to give this information.)

15. I/We intend to finance my/our credit operations in Western Australia by

.....

.....

.....

(State briefly whether from personal resources, or partly from personal, business or other resources, stating in what approximate proportions.)

16. The total value of all credit provided by me/us in Western Australia on hire-purchase agreements authorised by the Act, during the period of twelve months preceding the date of this application was \$.....

(If credit not provided for whole of year state for what period it was provided.)

.....

Form 2.

Reg. 4

HIRE-PURCHASE ACT, 1959.
(SECTION 23L (1).)

APPLICATION FOR A LICENCE TO CARRY ON BUSINESS AS A
HIRE-PURCHASE CREDIT-PROVIDER BY A BODY CORPORATE.

TO: THE REGISTRAR,
HIRE-PURCHASE LICENSING TRIBUNAL.

.....
(Company's name — block letters)
the registered office of which in Western Australia is situated at

.....
(Company's registered address — block letters)
(hereinafter referred to as "the company") HEREBY APPLIES to the Hire-Purchase Licensing Tribunal for a licence under the Act to carry on business as a hire-purchase credit provider, and tender herewith the required fee of \$ for the licence calculated in accordance with Item 1 of the First Schedule, together with fees totalling \$ with respect to the authorised addresses set out hereunder.

PART I.

1. The body corporate was incorporated at on the day of, 19..... (and was registered as a foreign company in Western Australia on the day of, 19..... The name of the agent of the company in Western Australia is of)
(Words in brackets to be struck out if not applicable. Also attach copies of certificate of incorporation or registration, memorandum and articles of association.)

2. The full names, addresses and occupations of the officers of the company are as follows—

Name	Address	Occupation (e.g. Director, Secretary, Manager.)
.....
.....
.....

3. The registered address of the business for which this licence is sought is Phone and the other addresses at which the company intends to carry on business, and which are to be authorized addresses pursuant to s.23T (3) of the Act are as follows:

.....
(Full description of each address required)

4. The manager/managers who is/are to have the personal supervisor of the business of the company conducted in pursuance of the licence, and for whom approval of the Hire-Purchase Licensing Tribunal is sought is/are as follows:—

Name	Address	Date of Birth	Manager at Authorised Address
.....
.....
.....

Form 2—continued.

5. The previous experience of the Manager/managers in the provision of credit is as follows—

Name	Date	Field of Credit	Place of Employment	Capacity of Employment
.....
.....

6. None of the managers has ever been an undischarged bankrupt or one whose affairs have been administered under the laws relating to bankruptcy. (Where there has been a bankruptcy give details.)

7. None of the managers has been in a position to control or substantially influence the affairs of a company which has been in receivership or liquidation. (Where this has occurred give details.)

8. The following is a list of all the offences (excepting minor traffic offences) for which any manager has been convicted in Western Australia or elsewhere. (If no convictions insert "NIL" against each name.)

Name	Nature of Offence	Place Convicted	Date	Penalty
.....
.....

9. The company has/has not been in liquidation, winding up or under official management. (If the answer is in the affirmative give details.)

10. The company has/has not held a licence under the Money Lenders Act, 1912. (If the answer is in the affirmative give details as to when and where it was granted and, if not current, how it ceased to be current.)

11. The Company has/has not applied for any—
 (a) money lender's licence;
 (b) hire-purchase credit providers licence; or
 (c) other licence required by law to carry on business,
 which has been refused, withdrawn or otherwise disposed of. (Give details of any refusal, withdrawal or other disposition.)

12. (a) Neither the company or any of its officers has—
 (a) been reprimanded, fined or disqualified; or
 (b) had any licence suspended or cancelled either temporarily or permanently, by the Tribunal.

(Give details of any reprimand, fine or disqualification and of any suspension or cancellation of a licence, hereinafter called "dealt with by the Tribunal".)

(b) No officer of the company was an officer of any other company at a time when that other company was dealt with by the Tribunal. (Give details of any officers who were officers of any other company that was so dealt with.)

(3)

Form 2—continued.

13. The company does/does not/intends to carry on business (including a business other than as a hire-purchase credit provider) in Western Australia in partnership with any other person or company. (Give details of any partnership or proposed partnership.)

14. (a) The material and financial resources available to the company to carry on the business of a hire-purchase credit provider are as set out in the attached balance sheet. (Attach last previous official balance sheet (certified to be a true copy by the auditor) of the company.)

(b) There has been no material change in the financial position of the company since the certification of the balance sheet in subparagraph (a). (The nature and extent of any material change shall be stated, to be accompanied by a certificate of the auditor.)

15. The company intends to finance its credit operations in Western Australia by

(State briefly whether from the company's own resources, or partly from own resources and partly from other resources, stating in what approximate proportions.)

16. The total value of all credit provided by the company in Western Australia on hire-purchase agreements authorised by the Act, during the period of twelve months preceding the date of the application was \$..... (If credit not provided for whole of year state for what period it was provided.)

17. The total number of hire-purchase agreements entered into in respect of credit provided by the company in Western Australia during the period of twelve months preceding the date of the application was

18. The information required in this paragraph shall be supplied by a company which—

(a) is a wholly owned subsidiary of; or

(b) has 50% or more of its shares held by,

a public company the shares or debentures of which are listed on any Stock Exchange in Australia.

(a) The name of the public company is

(b) The proportion of shares held by that public company is

PART II.

The information required by this Part shall be supplied by ALL APPLICANT BODIES CORPORATE OTHER THAN—

(a) a company the shares or debentures of which are listed on any Stock Exchange in Australia; or

(b) a company required to supply the information required by paragraph 18 of Part I of this application.

19. (a) The persons in a position to substantially control or influence the affairs of the company are as follows:—

Full Names	Residential Address	Date of Birth
.....
.....
.....

(b) The nature and extent of control or influence is as follows:—

.....

Form 2—continued.

20. (a) The bodies corporate in a position to substantially control or influence the affairs of the company are as follows:—

Name	Registered Office	Directors	Manager	Shareholders

(b) The nature and extent of control or influence is as follows:—

21. The directorships or major shareholdings in other companies which are credit providers (whether licensed under the Act or not) held by any of the directors, the manager or secretary of the company are as follows:—

Name of Director, Manager or Secretary	Name of Other Companies	Directorships	Major Shareholdings

22. The officers of the company (if any) personally carrying on business as a credit provider (licensed under the Act or not) are as follows:—

Name of Officer	Field of Credit	Employer/ Self Employer	Capacity if Employed

23. The major shareholding held by the company in other companies which are credit providers (whether licensed under the Act or not) are as follows:—

Name of Other Company	Percentage of Shares Held

24. The previous experience in the provision of credit of each of the directors of the company is as follows:—

Name of Director	Date	Field of Credit	Place of Employment	Capacity of Employment

25. The following is a list of all the offences (excepting minor traffic offences) for which the secretary or any director of the company have been convicted in Western Australia or elsewhere. (If no convictions insert "NIL" against name of person.)

Name	Nature of Offence	Place Convicted	Date	Penalty

Form 2—continued.

26. The secretary, any director or any other person who is in a position to control or influence the company has/has never been an undischarged bankrupt or one whose affairs have been administered under the laws relating to bankruptcy. (If the answer is in the affirmative give the name of the secretary, director or other person and any other relevant details.)

27. (a) A petition to wind up a body corporate that is in a position to substantially control or influence the affairs of the company has/has not been made. (If the answer is in the affirmative give details.)

(b) A body corporate in such a position has/has not been in receivership. (If the answer is in the affirmative give details.)

28. In relation to any person or body corporate that is in a position to substantially control or influence the affairs of the company, that person or body corporate—

- (a) has/has not held a licence under the Money Lenders Act, 1912;
- (b) applied for any—
 - (i) money lender's licence;
 - (ii) hire-purchase credit providers licence; or
 - (iii) other licence required by law to carry on business, which has been refused, withdrawn or otherwise disposed of;
- (c) has never been dealt with by the Tribunal.

(If the answer to (a) is in the affirmative give details as to when and where it was granted and, if not current, how it ceased to be current.)

(With respect to (b), give details of any refusal, withdrawal or other disposition.)

(With respect to (c), give details if the Tribunal has dealt with that person or body corporate.)

NOTE:

1. In order that attendance before the Tribunal is shortened or avoided altogether, clear and accurate information is required.
2. "Officer" means any director, secretary or manager of a body corporate.
3. If there has been a change in the state of the business since the date of the balance sheet the change is to be certified by an auditor.

STATUTORY DECLARATION.

I,, being a Director, and I,, being the Secretary of the Company, do solemnly and sincerely declare that we are authorized by the Company to make this declaration and that the information contained in this application and on any annexures to this application is true and correct to the best of our knowledge and belief and we make this solemn declaration by virtue of section 106 of the Evidence Act, 1906.

DECLARED at this day of, 19..... { (Director) (Secretary)

BEFORE ME:

Justice of the Peace or Commissioner for Declarations.

Form 3.

Reg. 5

HIRE-PURCHASE ACT, 1959.

(Section 23L (2).)

NOTICE OF APPLICATION FOR A LICENCE TO CARRY ON BUSINESS AS A HIRE-PURCHASE CREDIT PROVIDER BY AN INDIVIDUAL OR PARTNERSHIP.

PURSUANT to section 23L (2) of the Act, that

I/We,
of

(Give the name and address of each partner including a limited partner.)

hereby give notice that I/we have applied to the Hire-Purchase Licensing Tribunal for a licence to carry on business as a hire-purchase credit provider at (registered address)

and (authorized addresses).

A person who intends to object to the granting of a licence to this applicant shall within fourteen days of the date of this notice lodge a statement in writing setting out the grounds of his objection with The Registrar, Hire-Purchase Licensing Tribunal, of (address).

Form 4.

Reg. 5

HIRE-PURCHASE ACT, 1959.

(Section 23L (2).)

NOTICE OF APPLICATION FOR A LICENCE TO CARRY ON BUSINESS AS A HIRE-PURCHASE CREDIT PROVIDER BY A BODY CORPORATE.

PURSUANT to section 23L (2) of the Act,

.....
(Company name in block letters)
of
(address)

HEREBY GIVES NOTICE that it has applied to the Hire-Purchase Licensing Tribunal for a licence to carry on business as a hire-purchase credit provider at (registered address)
and (authorized address).

The name and address of the proposed manager(s) are:—
.....
.....

The names of the directors are:—
.....
.....

A person who intends to object to the granting of a licence to this applicant shall within fourteen days of the date of this notice lodge a statement setting out the grounds of his objection with The Registrar, Hire-Purchase Licensing Tribunal, of (address).

REGISTER OF LICENSED CREDIT PROVIDERS
HIRE PURCHASE ACT

LICENCE NUMBER		Offences— Hire Purchase Act, 1959			Suspension		Cancellation or Surrender		
CREDIT PROVIDER		Date	Sec. of Act	Penalty	From	To	C	S	Date
REGISTERED ADDRESS									
MANAGER									
Licence		Business Name	Directors and Secretary	Other Authorised Addresses					
Date Granted or Renewed	Date of Expiry			Address	Certificate Number	Date Granted or Renewed	Manager (If Nominated)		

Form 6.

Reg. 8

HIRE-PURCHASE ACT, 1959.

(Sections 23K, 23T (1).)

LICENCE TO CARRY ON BUSINESS AS A HIRE-PURCHASE CREDIT PROVIDER FOR AN INDIVIDUAL/PARTNERSHIP.

..... (names) of in the State of Western Australia is/are licensed to carry on business as (a) hire-purchase credit provider(s) under and subject to the Hire-Purchase Act, 1959, at which shall be the registered address for the purposes of the Act, for the period commencing on the day of, 19....., and ending on the day of, 19.....

Granted by the Hire-Purchase Licensing Tribunal on the day of, 19....., and issued by me, for and under the authority of the Hire-Purchase Licensing Tribunal, this day of, 19.....

..... Registrar.

No.:

An application for the renewal of this licence may be delivered to the Registrar not earlier than the 1st April and not later than the 31st May preceding the expiry of this licence.

Form 7.

Reg. 8

HIRE-PURCHASE ACT, 1959.

(Sections 23K, 23T (1).)

LICENCE TO CARRY ON BUSINESS AS A HIRE-PURCHASE CREDIT PROVIDER FOR A BODY CORPORATE.

..... (name of body corporate)

whose registered office is at in the State of Western Australia (if a foreign company give name and address of agent) is licensed to carry on business as a hire-purchase credit provider under and subject to the Hire-Purchase Act, 1959, at which shall be the registered address for the purposes of the Act, for the period commencing on the day of, 19....., and ending on the day of, 19.....

The approved manager is of

Granted by the Hire-Purchase Licensing Tribunal on the day of, 19....., and issued by me, for and under the authority of the Hire-Purchase Licensing Tribunal, this day of, 19.....

..... Registrar.

NOTE: An application for the renewal of this licence may be delivered to the Registrar not earlier than the 1st April and not later than the 31st May preceding the expiry of the licence.

Form 8.

Reg. 11

HIRE-PURCHASE ACT, 1959.
(Section 23N (2) .)

APPLICATION FOR THE RENEWAL OF A LICENCE TO CARRY
ON BUSINESS AS A HIRE-PURCHASE CREDIT PROVIDER BY
AN INDIVIDUAL OR PARTNERSHIP.

TO: THE REGISTRAR,
HIRE-PURCHASE LICENSING TRIBUNAL.

I/We
(First names) (Surname in block letters)
of Phone No.
(Residential Address) (Postcode)
and
(First names) (Surname in block letters)
of Phone No. (1)
(Residential Address) (Postcode)

HEREBY APPLY to the Hire-Purchase Licensing Tribunal for the RENEWAL of the hire-purchase credit provider's licence granted to me/us on the day of 19....., (and last renewed on the day of 19.....) and tender herewith the required fee of \$..... calculated in accordance with item 1 of the First Schedule for the licence, together with fees totalling \$..... with respect to my/our authorized address(es) and the last balance sheet in respect of the business.

1. Since the grant of the licence or last renewal thereof there has been no change of circumstances in relation to—

- (a) the registered address or authorized address(es) except:— (2)
- (b) my/our financial resources affecting my/our ability to carry on business in a proper manner under the licence except:— (3)
- (c) the method of financing credit provision operations except:— (3)

2. Since the grant of the licence or the last renewal thereof the total value of all credit provided in Western Australia on hire-purchase agreements under the Hire-Purchase Act, 1959 was \$....., and the total number of hire-purchase agreements in Western Australia entered into was

NOTE.

- (1) In the case of an application by a partnership, each partner shall supply separate information where necessary.
- (2) Give details of the date of application to alter a registered address and dates of notification of intention to carry on, or the ceasing to carry on, business at an authorized address.
- (3) In order that attendance before the Tribunal is shortened or avoided altogether, clear and accurate information is required. If there has been a change in the state of the business since the date of the last balance sheet the changes are to be certified by an auditor.

STATUTORY DECLARATION.

I/We do solemnly and sincerely declare that the information contained in this application and on any annexure hereto, is true and correct to the best of my/our knowledge and belief, and I/we make this solemn declaration by virtue of section 106 of the Evidence Act, 1906.

DECLARED at }
this day of }
....., 197..... }
Before Me
(JP or Commissioner for
Declarations)

DECLARED at }
this day of }
....., 197..... }
Before Me
(JP or Commissioner for
Declarations)

Form 9.

Reg. 11

HIRE-PURCHASE ACT, 1959.

(Section 23N (2).)

APPLICATION FOR THE RENEWAL OF A LICENCE TO CARRY ON BUSINESS AS A HIRE-PURCHASE CREDIT PROVIDER BY A BODY CORPORATE.

TO: THE REGISTRAR, HIRE-PURCHASE LICENSING TRIBUNAL.

(Company name in block letters)

of (Registered Address)

HEREBY APPLIES to the Hire-Purchase Licensing Tribunal for the RENEWAL of the hire-purchase credit provider's licence granted to it on the day of , 19 (and last renewed on the day of , 19) and tender herewith the required fee of \$ for the licence, together with fees totalling \$ with respect to its authorised addresses.

1. Since the licence was granted (or last renewed) there has been no change of circumstances in relation to—

- (a) The registered address or authorized address(es) except:— (1)
(b) The financial resources of the company affecting its ability to carry on business in a proper manner under the licence except:— (2)
(c) The method of financing credit provision operations except:— (2)
(d) The directors, secretary or manager except:— (2)
(e) The persons in a position to control or influence substantially the affairs of the company or the nature or extent thereof except:— (2)

2. Since the licence (or the last renewal thereof) came into force the total value of all credit provided in Western Australia on hire-purchase agreements authorized by the Hire-Purchase Act, 1959 was \$, and the total number of hire-purchase agreements in Western Australia entered into was .

NOTE:

- (1) Give details of the date of application to alter a registered address and dates of notification of intention to carry on, or the ceasing to carry on, business at an authorized address.
(2) In order that attendance before the Tribunal is shortened or avoided altogether, clear and accurate information is required.
(3) If there has been a change in the state of the business since the date of the last balance sheet the change is to be certified by an auditor.

STATUTORY DECLARATION.

I, being a Director and I being the Secretary of the Company do solemnly and sincerely declare that we are authorized by the Company to make this declaration and that the information contained in this application and on any annexures to this application is true and correct to the best of our knowledge and belief and we make this solemn declaration by virtue of section 106 of the Evidence Act, 1906.

DECLARED at this day of , 19 (Director) (Secretary)

BEFORE ME: Justice of the Peace or Commissioner for Declarations.

Form 10.

Reg. 12

HIRE-PURCHASE ACT, 1959.

(Section 23T (2).)

APPLICATION BY A LICENSED CREDIT PROVIDER TO ALTER A REGISTERED ADDRESS.

TO: THE REGISTRAR, HIRE-PURCHASE LICENSING TRIBUNAL.

..... of (Name of licensed credit provider)

(Registered address of licensed credit provider)

hereby applies, pursuant to section 23T (2) of the Act, to the Hire-Purchase Licensing Tribunal to alter the registered address from

(Present registered address)

(Proposed registered address)

Dated the day of, 19

Secretary/Manager.

NOTE: The licence of the credit provider should be forwarded to the Registrar with this application for alteration by the Registrar in the event of an application being successful.

Form 11.

Reg. 13 (1)

HIRE-PURCHASE ACT, 1959.

(Section 23T (3).)

NOTICE OF INTENTION TO CARRY ON BUSINESS AT AN ADDRESS OTHER THAN A REGISTERED ADDRESS.

TO: THE REGISTRAR, HIRE-PURCHASE LICENSING TRIBUNAL.

..... of (Name of licensed credit provider)

(Registered address of licensed credit provider)

hereby gives notice that as from the day of, 19....., I/we/it intend(s) to carry on business at which for the purposes of the Act, is to be an authorised address. The required fee of \$..... is lodged herewith.

Dated the day of, 19.....

Secretary/Manager.

NOTE: This notice must be lodged at least seven days before commencing to carry on business at any address other than the registered address of a licensed credit provider.

Form 12.

Reg. 13 (2)

HIRE-PURCHASE ACT, 1959.

(Section 23T)

CERTIFICATE OF AN AUTHORISED ADDRESS.

This is to certify that
 being the holder of a hire-purchase credit provider's licence (Licence No.)
 to carry on business at
 (registered address) has given notice, pursuant to section 23T (3) of the Act, to the
 Hire-Purchase Licensing Tribunal, that as from the day of
, 197....., it intends to carry on business at
 which shall, for the purposes of the Act, be an
 authorised address.

This certificate is valid for the period commencing on the
 day of, 197....., and ending on the day
 of, 197.....

THIS CERTIFICATE MUST BE DISPLAYED AT THE AUTHORISED ADDRESS IN
 RESPECT OF WHICH IT IS ISSUED.

Dated the day of, 19.....

For and under the authority of the Hire-
 Purchase Licensing Tribunal.

.....
 Registrar.

Form 13.

Reg. 14

HIRE-PURCHASE ACT, 1959.

(Section 23T (4).)

NOTICE OF CESSATION OF BUSINESS AT AN AUTHORIZED ADDRESS.

TO: THE REGISTRAR,
 HIRE-PURCHASE LICENSING TRIBUNAL.

.....
 (Name of licensed credit provider)

of
 (Registered address of licensed credit provider)

hereby gives notice that as from the day of,
 19....., I/we/it ceased to carry on business at
 which for the purposes of the Act, was an authorized address.

Dated the day of, 19.....

.....
 Secretary/Manager.

NOTE: This notice must be lodged not more than seven days after the cessation
 of business at any address other than the registered address of a licensed credit
 provider. The certificate of authorized address issued by the Registrar with respect
 to the authorized address MUST be returned with this notice.

Form 14.

Reg. 15

HIRE-PURCHASE ACT, 1959.

(Section 23V.)

APPLICATION FOR THE APPROVAL OF A MANAGER BY A BODY CORPORATE.

TO: THE REGISTRAR,
HIRE-PURCHASE LICENSING TRIBUNAL.

.....
(Company name in block letters)

whose registered address for the purposes of the Act is
..... hereby applies to the Hire-Purchase Licensing Tribunal
for the approval of (name of proposed manager),
of (private address) as
MANAGER to have the personal supervision of the business of the company at
..... (state registered or authorized address
to be managed).

1. The reason for the application is as follows:—

.....
.....
.....

(State whether proposed manager is a new permanent appointment in respect of a registered or authorized address in substitution for a previously approved manager or whether the proposed manager is a temporary substitution for an approved manager.)

2. The proposed manager was born on

3. The previous experience of the proposed manager in the provision of credit is as follows:—

Date	Field of Credit	Place of Employment	Capacity of Employment

4. The proposed manager has/has never been an undischarged bankrupt or one whose affairs have been administered under the laws relating to bankruptcy. (If the answer is in the affirmative give details.)

.....
.....

5. The proposed manager has/has not been in a position to control or substantially influence the affairs of a licensed company which has been in receivership or liquidation. (If the answer is in the affirmative give details.)

.....
.....

6. The following is a list of all the offences (excepting minor traffic offences) for which the proposed manager has been convicted in Western Australia or elsewhere. (If no convictions insert "Nil".)

Nature of Offence	Place Convicted	Date	Penalty

Form 14—continued.

7. The proposed manager has/has not held a licence under the Money Lenders Act, 1912. (If the answer is in the affirmative give details as to when and where it was granted and, if not current, how it ceased to be current.)

8. The proposed manager has/has not applied for any—
(a) money lender's licence;
(b) hire-purchase credit providers licence; or
(c) other licence required by law to carry on business,
which has been refused, withdrawn, or otherwise disposed of. (Give details of any refusal, withdrawal or other disposition.)

9. The proposed manager has/has never—
(a) been reprimanded, fined or disqualified; or
(b) had any licence suspended or cancelled, either temporarily or permanently, by the Tribunal. (Give details of any reprimand, fine or disqualification and of any suspension or cancellation of a licence, hereinafter called "dealt with by the Tribunal".)

10. A company which was, or is, licensed as a hire-purchase credit provider, and of which the proposed manager was at the time an officer, has/has not ever been dealt with by the Tribunal. (If the answer is in the affirmative give details.)

11. The proposed manager has/has not ever been personally in a position to control or substantially influence the affairs of a licensed company (hereinafter called "a controlling position") at a time when the licensed company was dealt with by the Tribunal. (If the answer is in the affirmative give details.)

12. The proposed manager has/has not ever been personally in a controlling position with respect to any other company which, in turn, was in a controlling position with respect to a licensed company at a time when the latter company was dealt with by the Tribunal. (If the answer is in the affirmative give details.)

STATUTORY DECLARATION.

I, being a Director,
and I, being the Secretary
of the Company, do hereby solemnly
and sincerely declare that the information contained in this application is true
and correct to the best of our knowledge and belief and we make this solemn
declaration by virtue of section 106 of the Evidence Act, 1906.

DECLARED at }
this day of } (Director)
....., 197..... } (Secretary)

BEFORE ME:
.....
(Justice of the Peace or
Commissioner for Declarations)

Form 15.

Reg. 16

HIRE-PURCHASE ACT, 1959.

(Section 23 O.)

APPLICATION FOR THE CONSENT OF THE TRIBUNAL TO SURRENDER A HIRE-PURCHASE CREDIT PROVIDER'S LICENCE.

TO: THE REGISTRAR, HIRE-PURCHASE LICENSING TRIBUNAL.

(name of licensed credit provider)

of (registered address of licensed credit provider)

hereby applies, pursuant to section 23 O of the Act, to the Hire-Purchase Licensing Tribunal for the consent of the Tribunal to surrender the hire-purchase credit provider's licence held by me/us/it.

Dated the ... day of ..., 19.....

Secretary/Manager.

The licence of the hire-purchase credit provider and all certificates issued by the Registrar with respect to each authorized address must be delivered to the Registrar within seven days of this application being consented to by the Tribunal.

Form 16.

Reg. 16

HIRE-PURCHASE ACT, 1959.

(Section 23 O.)

NOTICE OF CONSENT TO SURRENDER A HIRE-PURCHASE CREDIT PROVIDER'S LICENCE.

TO: (name of licensed credit provider)

of (registered address of licensed credit provider)

You are hereby notified that your application of the ... day of ..., 19....., to surrender your hire-purchase credit provider's licence, was consented to by the Hire-Purchase Licensing Tribunal on the ... day of ..., 19....., and the licence has ceased to have any effect.

For and under the authority of the Hire-Purchase Licensing Tribunal.

Registrar.

Form 17.

Reg. 17

HIRE-PURCHASE ACT, 1959.
(Section 23S.)

APPLICATION FOR INQUIRY INTO THE CONDUCT OF A PERSON
LICENSED UNDER THE HIRE-PURCHASE ACT, 1959.

TO: THE REGISTRAR,
HIRE-PURCHASE LICENSING TRIBUNAL.

I,
(name in full)

of
(address)

telephone No.
hereby request that the Hire-Purchase Licensing Tribunal inquire into the conduct
of
(name of licence-holder)

of
(registered business address)

being a licensed credit provider under the Hire-Purchase Act, 1959, and in particular
inquire into the matter of (here state the grounds upon which the inquiry is sought)
.....
.....
.....

Date

Signed

Form 18.

Reg. 19

HIRE-PURCHASE ACT, 1959.

NOTICE OF APPOINTMENT OF OFFICIAL MANAGER, LIQUIDATOR
OR RECEIVER.

TO: THE REGISTRAR,
HIRE-PURCHASE LICENSING TRIBUNAL.

With reference to the licensed credit provider—

Name
Registered Address

I have been appointed to *conduct the affairs/wind up the business as from the
(date)

I have been appointed as—

- *Official Manager
- Liquidator
- Official Receiver.

(* Cross out that not applicable.)

Date Name
Business Address