

HIRE-PURCHASE.

7° Elizabeth II., No. LV.

No. 55 of 1958.

AN ACT to consolidate and amend the Law relating to Hire-Purchase.

[Assented to 23rd December, 1958.]

BE it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and the Legislative Assembly of Western Australia, in this present Parliament assembled, and by the authority of the same, as follows:—

1. (1) This Act may be cited as the *Hire-Purchase Act, 1958.* Short title.

(2) This Act shall come into operation on a day to be fixed by proclamation. Commencement.

2. (1) This Act shall apply in respect of hire-purchase agreements and policies and contracts entered into after the commencement of this Act Operation of Act.

Repeal.

but shall not apply to any hire-purchase agreement under which the hirer is a person who is engaged in the trade or business of selling goods of the same nature or description as the goods to which the hire-purchase agreement relates and who enters into the hire-purchase agreement in the course of that trade or business.

(2) The Hire-Purchase Agreements Act, 1931-1937, is repealed but that Act shall continue to have the same operation and effect in relation to hire-purchase agreements entered into before the commencement of this Act as if this Act had not been passed.

Interpretation.

3. (1) In this Act unless inconsistent with the context or subject-matter—

“cash” includes a cheque drawn on a banker;

“dealer” means a person, not being the owner or a servant of the owner, by whom or on whose behalf negotiations leading to the making of a hire-purchase agreement with the owner were carried out or by whom or on whose behalf the transaction leading to a hire-purchase agreement was arranged;

“goods” includes all chattels personal other than money or things in action;

“gross purchase price” means the total amount to be paid or provided whether by way of cash or other consideration by the hirer under a hire-purchase agreement;

“guarantor” means a person who has guaranteed the performance by a hirer of all or any of his obligations under a hire-purchase agreement;

“hire-purchase agreement” includes a letting of goods with an option to purchase and an agreement for the purchase of goods by instalments (whether such agreement

describes such instalments as rent or hire or otherwise) but does not include any agreement whereby the property in the goods comprised therein passes at the time of the agreement;

“hirer” means the person to whom goods are let hired or agreed to be sold under a hire-purchase agreement;

“owner” means the person letting hiring or agreeing to sell goods under a hire-purchase agreement;

“schedule” means Schedule to this Act; and

“statutory rebate”—

(a) in relation to terms charges

(i) means the amount derived by multiplying the terms charges by the sum of all the whole numbers from one to the number which is the number of complete months in the period of the agreement still to go (both inclusive) and by dividing the product so obtained by the sum of all the whole numbers from one to the number which is the total number of complete months in the total period of the agreement (both inclusive);

(ii) where it is agreed in a hire-purchase agreement that the terms charges have been calculated on a simple interest basis at a rate specified in the agreement on the amount outstanding from month to month—means the amount of interest attributable to the period of complete months still to go under the agreement.

- (b) in relation to insurance, means the sum of—
- (i) the total amount of premium paid in respect of any annual period not yet commenced;
 - (ii) the proportion of the amount of the premium for insurance in respect of the current annual period attributable to the unexpired portion of that period consisting of whole months less ten per centum;
- (c) in relation to maintenance, means the amount derived by multiplying the amount charged for maintenance by the number of complete months in the period of the agreement still to come and dividing the product so obtained by the number of complete months in the total period of the agreement.

(2) Any reference in this Act to taking possession by the owner of goods comprised in a hire-purchase agreement does not include a reference to taking possession by the owner as a result of the voluntary return of such goods by the hirer but does include a taking of possession by the owner of such goods pursuant to an order of any court and a return of goods after a notice has been served on the hirer pursuant to the provisions of section twenty-two of this Act.

As to form
and content
of hire-pur-
chase agree-
ments.

4. (1) Every hire-purchase agreement shall be in writing and shall be signed by or on behalf of the hirer and all other parties to the agreement.

First
Schedule.

(2) The owner shall serve a copy of the agreement on the hirer within fourteen days after the making of the agreement together with a copy of the First Schedule which copy may be endorsed on the said copy of the agreement.

(3) Every hire-purchase agreement shall set out in a tabular form—

- (a) the price at which at the time of signing the agreement the hirer might have purchased the goods for cash (in this Act called and in the agreement to be described as “the cash price”);
- (b) (i) the amount paid or provided by way of deposit showing separately the amount paid in cash and the amount provided by a consideration other than cash (in this Act called and in the agreement to be described as “the deposit”);
(ii) where a motor vehicle (as defined in the Traffic Act, 1919-1957) constitutes such consideration, full details of the make, model and type of such motor vehicle;
- (c) the difference between the amounts required to be stated by paragraphs (a) and (b) of this subsection;
- (d) any amount included in the gross purchase price for insurance (in this Act called and in the agreement to be described as “insurance”);
- (e) any amount included in the gross purchase price for maintenance of the goods (in this Act called and in the agreement to be described as “maintenance”);
- (f) a detailed statement of the amount of any other charges (other than terms charges) included in the gross purchase price;
- (g) any amount included in the gross purchase price for terms charges, to be described as “terms charges”;
- (h) the total of the amounts referred to in paragraphs (c), (d), (e), (f) and (g) of this section (in this Act called “the balance originally payable under the agreement”);

- (i) the gross purchase price;

and shall contain a description of the goods to which it relates sufficient to identify them.

(4) Every owner who fails to comply with any of the provisions of this section shall be guilty of an offence against this Act but an agreement shall not thereby be avoided.

Hirer to be entitled to copy of agreement and statement of his present position.

5. (1) At any time before the final payment has been made under a hire-purchase agreement the owner shall, within fourteen days after he has received a request in writing from the hirer send to the hirer a statement signed by the owner or his agent showing—

- (a) the amount paid by or on behalf of the hirer;
- (b) the amount which has become due under the agreement but remains unpaid; and
- (c) the amount which is to become payable under the agreement;

but an owner shall not be obliged to comply with such a request if he has sent the hirer a statement within one month of the receipt of the request.

If the hirer on the ground that the copy or copies previously supplied to him has or have been lost or destroyed requests in writing that the owner supply him with a further copy of the agreement and tenders to the owner the sum of five shillings, the owner shall as soon as is practicable after receiving the request send to the hirer a copy of the agreement, but this paragraph does not apply to a copy required to be served under subsection (2) of section four of this Act.

(2) If an owner fails to comply with a request made pursuant to the last preceding subsection he shall be guilty of an offence and liable to a penalty not exceeding twenty pounds and, until the default is remedied—

- (a) the owner shall not be entitled to enforce—
 - (i) the agreement against the hirer;
 - (ii) any right to recover the goods from the hirer; or
 - (iii) any contract of guarantee relating to the agreement; and
- (b) any security given by the hirer in respect of money payable under the agreement or given by a guarantor shall not be enforceable against the hirer or the guarantor by any holder thereof.

6. A hirer who is liable to make payments in respect of two or more hire-purchase agreements to the same owner shall, notwithstanding any agreement to the contrary, be entitled, on making any payment in respect of the agreements which is not sufficient to discharge the total amount then due under all the agreements, to appropriate the sum so paid by him in or towards the satisfaction of the sum due under any one or more of the agreements, or in or towards the satisfaction of the sum due under any two or more of the agreements in such proportions as he thinks fit, and, if he fails to make any such appropriation as aforesaid, the payment shall by virtue of this section be appropriated in or towards the satisfaction of the sums due under the respective agreements in the order in which the agreements were entered into.

As to appropriation of payments when more than one agreement.

7. (1) The right title and interest of a hirer under a hire-purchase agreement may be assigned with the consent of the owner and the owner's consent to any such assignment shall not be unreasonably withheld and no payment or consideration shall be required by the owner for his consent to an assignment.

As to assignments of rights under hire-purchase agreements.

Provided that as a condition of granting such consent the owner shall be entitled to stipulate that all defaults under the hire-purchase agreement shall be made good and to require the hirer and assignee—

- (a) to execute and deliver to the owner an assignment agreement in a form approved by the owner whereby without prejudicing or affecting the continuing personal liability of the hirer in such respects the assignee agrees with the owner to be personally liable to pay the instalments of hire remaining unpaid and to perform and observe all other stipulations and conditions of the hire-purchase agreement during the residue of the term thereof and whereby the assignee indemnifies the hirer in respect of such liabilities;
- (b) to pay the reasonable costs incurred by the owner in preparing and stamping the assignment agreement and counterparts and if required by the owner also the reasonable costs incurred by the owner in registering the same under the Bills of Sale Act, 1899-1957.

(2) The right title and interest of a hirer under a hire-purchase agreement shall be capable of passing by operation of law to the personal representative of the hirer or to his trustee or assignee in bankruptcy and if the hirer is a company the liquidator may exercise the same rights under the agreement as the company but nothing in this subsection shall relieve any such personal representative trustee assignee or liquidator from compliance with the provisions of the agreement.

(3) Section thirty of the Bills of Sale Act, 1899-1957, shall not apply to any assignment agreement of the kind referred to in the proviso to subsection (1) of this section.

8. (1) In every hire-purchase agreement there shall be an implied condition that the goods shall be of merchantable quality but no such condition shall be implied—

Conditions
to be implied
in every
hire-pur-
chase
agreement.

- (a) as regards defects of which the owner could not reasonably have been aware at the time that the agreement was made; or
- (b) where the hirer has examined the goods or a sample thereof as regards defects which the examination ought to have revealed; or
- (c) if the goods are second-hand goods and the agreement contains a statement to the effect that—
 - (i) the goods are second-hand; and
 - (ii) all conditions and warranties as to quality are expressly negatived;
 and appropriate words just above the hirer's signature to the effect that before the agreement was made the statement was specifically brought to his notice.

(2) Where the hirer expressly or by implication makes known the particular purpose for which the goods are required there shall be implied in every hire-purchase agreement a condition that the goods shall be reasonably fit for that purpose but no such condition shall be implied in respect of second-hand goods if the agreement contains a statement to the effect—

- (a) that the goods are second-hand; and
- (b) that all conditions and warranties of fitness and suitability are expressly negatived;

and appropriate words just above the hirer's signature to the effect that before the agreement was made the statement was specifically brought to his notice.

(3) Nothing in this section shall prejudice in any way any other enactment or rule of law whereby any condition or warranty is to be implied in any hire-purchase agreement.

As to
representa-
tions, &c.,
made in
respect of
hire-pur-
chase
agreements.

9. (1) Every representation warranty or statement made to the hirer or prospective hirer whether orally or in writing by any person acting in connection with or in the course of negotiations leading to the entering into of a hire-purchase agreement (whether or not made by a servant or agent of the owner) shall confer on the hirer—

- (a) as against the owner the same right to rescind the agreement as the hirer would have had if the representation warranty or statement had been made by an agent of the owner; and
- (b) as against the person who made the representation warranty or statement and any person on whose behalf such person was acting in making it—the same right of action in damages as the hirer would have had against them or either of them if the hirer had purchased the goods from such firstmentioned person or the person on whose behalf he was acting (as the case requires) as a result of the negotiations.

(2) Every covenant, condition or term in any hire-purchase agreement or other document purporting to exclude, limit or modify the operation of this section or to preclude any right of action or any defence based on or arising out of any such representation, warranty or statement shall be void and of no effect.

(3) An owner shall be entitled to be indemnified by the person who made and by any person on whose behalf the representation warranty or statement was made against any damage suffered by him through the operation of the foregoing provisions of this section.

Avoidance
of certain
provisions.

10. Any provision in a hire-purchase agreement whereby—

- (a) the right conferred on the hirer by this Act to determine the agreement is excluded or restricted;

- (b) any liability beyond the liability imposed by this Act, is imposed on the hirer by reason of the determination of the agreement in accordance with this Act;
- (c) the hirer is subject to any greater liability on the determination, in any manner whatsoever, of the agreement or of the bailment thereunder, than the liability to which he would be subject if the agreement were determined in accordance with this Act;
- (d) the hirer is required to pay interest on any overdue instalment at a rate exceeding eight per centum per annum simple interest calculated on a daily basis;
- (e) any person acting on behalf of the owner in connection with or in the course of the negotiations leading to the entering into the agreement is to be treated as, or declared to be, the agent of the hirer;
- (f) the owner is relieved from liability for the acts or defaults of any person acting in connection with or in the course of the negotiations leading to the entering into the agreement; or
- (g) except as expressly provided by this Act the operation of any provision of this Act is excluded, modified or restricted;

shall be void and of no effect.

11. (1) The hirer of any goods under a hire-purchase agreement may, after giving not less than fourteen days notice in writing to the owner of his intention so to do and re-delivering the goods to the owner during ordinary business hours at his

Power to
hirer to
determine
the hiring.

ordinary place of business or to the place specified for that purpose in the agreement, terminate the hiring by payment or tender to the owner of

(i) the amount (if any) required to be paid in such circumstances under the agreement; or

(ii) the amount (if any) which the owner would have been entitled to recover if he had taken possession of the goods at the date of the termination of the hiring;

whichever is the less.

(2) Where the nature of the goods comprised in any hire-purchase agreement or the facilities available at the ordinary place of business of the owner are such that it would be impracticable to return the goods to the ordinary place of business of the owner, the owner shall advise the hirer in writing within seven days of receipt of the hirer's notice of a suitable and convenient place to which the goods may be returned by the hirer if he desires to terminate the agreement pursuant to the provisions of this Act.

Hirer to be entitled to finalise agreement at any time.

12. (1) The hirer under a hire-purchase agreement may, if he has given notice in writing to the owner of his intention so to do, on or before the day specified for that purpose in the notice, complete the purchase of the goods by paying or tendering to the owner the net balance due to the owner under the agreement.

(2) For the purposes of this section the net balance due shall be the balance originally payable under the agreement less any amounts paid under the agreement by the hirer on account of instalments, rental or hire but not including the amount paid as deposit and less the statutory rebates for—

(a) terms charges; and

if the hirer requires the contracts for insurance and maintenance to be cancelled

(b) insurance; and

(c) maintenance.

(3) The rights conferred on the hirer by this section may be exercised by him or by his assignee at any time during the continuance of the agreement or where the owner has taken possession of the goods on paying or tendering to the owner (within twenty-one days after the owner has served a copy of the Second Schedule on the hirer) in addition to the amount required by this section the reasonable costs incurred by the owner in connection with his taking possession of the goods and any amount properly expended by the owner on the storage repair or maintenance of the goods.

13. (1) Within fourteen days of the owner having taken possession of goods which were comprised in a hire-purchase agreement he shall serve on the hirer a copy of the Second Schedule.

Copy of
Schedule to
be given to
hirer if goods
are
re-possessed.

(2) If a copy of the Second Schedule is not served as required by this section the rights of the owner under the hire-purchase agreement shall thereupon cease and determine but if the hirer exercises his rights under this Act to recover the goods so taken possession of the agreement shall have the same force and effect in relation to the rights and liabilities of the owner and the hirer as it would have had if the notice had been duly given.

14. (1) Where goods have been delivered to the hirer pursuant to a hire-purchase agreement and the owner subsequently takes possession thereof the hirer shall be entitled to recover from the owner the total of the deposit and other moneys paid by him under the agreement in respect of the goods on account of instalments rental or hire less the difference between—

Right of
hirer to
recover
certain
amount
where owner
re-takes
possession
of goods.

- (a) the net purchase price of the goods; and
- (b) the value of the goods at the time of the owner so taking possession thereof.

(2) For the purposes of this section the net purchase price shall be the gross purchase price less the statutory rebates for terms charges insurance and maintenance.

As to
ascertain-
ment of
value of
goods and
chattels at
time of
re-
possession.

(3) For the purposes of this section, the value of any goods at the time of the owner taking possession thereof shall be the best price which could be reasonably obtained by the owner at the time, less—

- (a) the reasonable costs, charges and expenses of the owner in respect of taking possession of the goods; and
- (b) (whether or not the goods have subsequently been sold or disposed of by the owner) the reasonable expenses of selling or otherwise disposing of the goods.

Amount to
be recovered
in court of
competent
jurisdiction.

(4) The amount recoverable by the hirer under this section may be recovered in any court of competent jurisdiction.

As to notice
of claim by
hirer and
proceedings
for recovery
of amount
claimed.

(5) No amount shall be recoverable under this section unless—

- (a) the hirer within twenty-one days after the owner has given to the hirer a copy of the Second Schedule as required by section thirteen of this Act gives to the owner notice in writing—
 - (i) setting out the amount claimed under the provisions of this section and the amount which is claimed by the hirer to be the value of such goods at the time of the owner taking possession thereof; and
 - (ii) signed by the hirer or his solicitor or agent; and

- (b) proceedings for the recovery of the amount so claimed under the provisions of this section are commenced not earlier than seven days and not later than three months after the giving of such notice.

(6) If before any such proceedings are commenced by the hirer the owner serves an offer in writing on the hirer to pay any amount in satisfaction of the claim by the hirer under this section the owner in any such proceedings shall be entitled to pay into court the amount so offered and upon so doing shall be entitled to the same rights as if that amount had been tendered to the hirer before the proceedings were commenced:

As to right of payment into court by owners in certain circumstances.

Provided that no such right shall be available to the owner in any proceedings by the hirer to recover the amount so offered or any lesser amount if the hirer before commencing the proceedings notifies the owner in writing of the acceptance by the hirer of the amount so offered.

15. (1) An owner shall not be entitled if he has taken possession of the goods to recover any sum (whether under a judgment or order or otherwise) which would together with—

Owner not entitled after taking possession of goods to recover a sum which together with then value of goods and moneys already paid exceeds purchase price thereof.

the value of the goods at the time of the owner so taking possession thereof (ascertained as provided in subsection (3) of the last preceding section); and

the moneys paid or other consideration provided by the hirer under the agreement by way of deposit instalments rental or hire or by any other person on his behalf—

amount to more than the net purchase price of the goods (ascertained as provided in subsection (2) of the last preceding section).

(2) In any legal proceedings in relation to a hire-purchase agreement after the owner has taken possession of the goods the court before which such proceedings are brought may vary or discharge the

judgment or order of any court against the hirer for the recovery of money so far as is necessary to give effect to the provisions of the last preceding subsection.

Provision for
hirer to
obtain
re-delivery
to him of
goods taken
possession of
on giving
notice and
paying or
tendering
moneys then
due, &c.

16. (1) If an owner takes possession of any goods comprised in a hire-purchase agreement the hirer may before or within fourteen days after the owner has given to the hirer a copy of the Second Schedule give to the owner notice in writing signed by himself or his agent requiring the owner to re-deliver the goods to the hirer.

(2) If within seven days after giving notice as aforesaid the hirer—

- (a) pays or tenders to the owner such moneys (if any) as are due by the hirer under the hire-purchase agreement in respect of the period of hiring up to the date of such payment or tender (and for the purposes of this paragraph the hiring shall be deemed to have continued up to such date);
- (b) remedies any breach of the agreement or (where he is unable to remedy the breach by reason of the fact that the owner has taken possession of the goods) pays or tenders to the owner the costs and expenses reasonably and actually incurred by the owner in doing any act matter or thing necessary to remedy that breach; and
- (c) pays or tenders to the owner the costs and expenses of the owner properly incurred in respect of his taking possession of the goods and the re-delivery to the hirer—

the owner shall forthwith re-deliver the goods to the hirer and the goods shall be received and held by the hirer pursuant to the terms of the hire-purchase agreement as if a breach had not occurred and the owner had not taken possession thereof:

Provided that where the goods are re-delivered to the hirer as aforesaid and any breach has not been remedied the owner shall not have any right arising out of that breach to take possession of such goods unless—

- (a) by notice in writing given to the hirer at the time of re-delivery as aforesaid he specifies the breach and requires it to be remedied; and
- (b) the hirer fails within fourteen days after receiving such notice to remedy the breach.

(3) Where an owner has taken possession of any goods he shall not without the consent of the hirer sell or dispose of the goods or part with possession thereof until after the expiration of fourteen days from the date of his serving on the hirer a copy of the Second Schedule or if notice under the last preceding subsection has been given until the time for payment or tender pursuant to that notice has expired (whichever is the later).

Owner to retain possession of goods re-possessed for twenty-one days.

Second Schedule.

17. (1) Save as provided in this Act a guarantor shall not by reason of the operation of this Act be discharged from liability under his guarantee.

Provisions as to guarantors.

(2) The liability of a guarantor shall continue notwithstanding that the owner has pursuant to the provisions of a hire-purchase agreement taken possession of the goods comprised therein (and whether or not the goods have been re-delivered to the hirer pursuant to this Act); but nothing in this subsection shall operate to preserve the liability of a guarantor where the owner and the hirer have entered into a new agreement in respect of the goods comprised in any hire-purchase agreement.

(3) No guarantor shall be liable to any further or other extent than the hirer the performance of whose obligations he has guaranteed; but nothing in this Act shall affect any agreement by the guarantor binding him to the performance of any obligation which is not one of the obligations imposed on the hirer under the hire-purchase agreement in respect of which the guarantee is given.

(4) Where goods have been delivered to the hirer pursuant to a hire-purchase agreement and the owner subsequently takes possession thereof any guarantor who has paid any moneys to the owner in accordance with his guarantee shall have the like right in like manner to recover such moneys as he would have had if he had been the hirer of the goods but for the purpose of calculating the amount received by the owner all moneys paid by the hirer shall be deemed to have been paid by the guarantor:

Provided that no moneys shall be recovered by the guarantor in excess of the moneys actually paid by him.

Certain
transactions
prohibited.

18. Any person (in this section referred to as the "owner") who knowingly—

- (a) enters into an agreement for the bailment of goods to any person (in this section referred to as the "hirer"), which agreement does not by itself constitute a hire-purchase agreement; or
- (b) takes from any person (in this section referred to as the "hirer") an offer in writing that, if accepted, will constitute an agreement for the bailment of goods but will not by itself constitute a hire-purchase agreement;

in association, directly or indirectly, with the making, by the hirer to the owner or to any person associated, directly or indirectly, in business with the owner, of an offer in writing to purchase the goods the subject of the agreement referred to in paragraph (a), or of the offer referred to in paragraph (b), of this section on terms and conditions that, if the offer in writing to purchase the goods is accepted, will constitute a hire-purchase agreement shall be guilty of an offence against this Act.

19. Any dealer who prepares or causes to be prepared any hire-purchase agreement or offer in writing which if accepted will constitute a hire-purchase agreement with the intention of bringing about a contractual relationship between an owner and a hirer and which agreement or offer contains to the knowledge of the dealer any false statement or representation as to the amount of the cash price or of the deposit shall be guilty of an offence against this Act.

20. If in connection with any goods any person (hereinafter called the "dealer") arranges that some other person (hereinafter called the "financier") shall—

Restrictions
on payments
to owners of
goods by
financiers.

- (a) enter into a hire-purchase agreement in relation to those goods with a hirer; or
- (b) accept any assignment of the dealer's property in the goods comprised in, or of the dealer's rights under, a hire-purchase agreement; or
- (c) advance or pay money to the dealer or to some person on his behalf in respect of a hire-purchase agreement in relation to such goods;

such dealer shall not seek, accept, demand or receive from the financier and such financier shall not pay, offer or grant to the dealer, directly or indirectly, any money or other valuable consideration which, together with the money (if any) paid or payable by or on behalf of the hirer to the dealer and the value of any other consideration (if any) furnished or to be furnished by or on behalf of the hirer to the dealer, would exceed the cash price of the goods:

Provided that—

- (a) where the dealer has entered into a contract guaranteeing the performance of the hire-purchase agreement by the hirer a commission not exceeding one-tenth of the total terms charge payable under the hire-purchase agreement may be paid by the financier to the dealer; and

- (b) where the dealer has agreed with the hirer to maintain or to provide any service for the goods during the currency of the hire-purchase agreement any amount payable under the agreement in respect of the maintenance or service may be paid by the financier to the dealer.

As to insurance of goods comprised in hire-purchase agreements.

21. (1) An owner may require any goods comprised in a hire-purchase agreement to be insured in the names of the owner and the hirer against any risk that he thinks fit during the period of the agreement at the expense of the hirer.

(2) An owner shall not require a hirer to insure any such risk with any particular insurer.

(3) An owner shall not refuse to enter into a hire-purchase agreement with a person who has arranged for the insurance of the goods against the risks required by the owner in the names of the owner and the hirer with a reputable insurer carrying on business in the State if that person is otherwise acceptable to the owner.

Power to owner to require hirer to deliver goods.

22. Where an owner is entitled to take possession of any goods comprised in a hire-purchase agreement and the hirer has been served with a notice in writing stating that the owner requires the goods to be delivered to him, any hirer or any person acting on behalf of a hirer who neglects or refuses to deliver up possession of the said goods on the demand of the owner or of any agent of the owner authorised in writing in that behalf shall be guilty of an offence against this Act.

Hirer may be required to state where goods are.

23. The owner of any goods comprised in a hire-purchase agreement may at any time by notice in writing served on the hirer thereof require him to state in writing where the goods are or, if the goods are not in his possession, to whom he delivered the goods or the circumstances under which he lost possession of them and any hirer who does not within seven days after the receipt of any such notice comply therewith shall be guilty of an offence against this Act.

24. (1) Any notice or document required or authorised to be served on or given to an owner or hirer under this Act may be so served or given—

As to service of notices, &c.

- (a) by delivering it to him personally;
- (b) by leaving it at his place of abode or business with some person apparently of or over the age of sixteen years; or
- (c) by posting it addressed to him at his last known place of abode or business.

(2) The affidavit of an owner or his servant or agent as to the delivery or posting of any notice or document required to be served by this Act shall be admissible as prima facie evidence of the due service of the document or notice if the deponent swears to the facts necessary to prove due service either from his own knowledge or to his information and belief based on and verified by the records of the owner.

Proof of service.

25. Any person who contravenes or fails to comply with any provision of this Act shall be guilty of an offence, and every person guilty of an offence against this Act where no other penalty is expressly provided shall be liable to a penalty of not more than Two hundred pounds.

Offences.

SCHEDULES.

FIRST SCHEDULE.

Section 4.

Hire-Purchase Act, 1958.

ADVICE TO HIRERS.

Under the provisions of the Hire-Purchase Act, 1958—

- (a) you are entitled to a copy of the agreement which the owner should serve on you within fourteen days after the making of the agreement. For details see Hire-Purchase Act, 1958, section four.
- (b) you are entitled to a statement of the amount that you owe on your making a written request to the owner but you may not make such a request more than once a month. For details see Hire-Purchase Act, 1958, section five.

- (c) with the written consent of the owner you can assign your rights under the hire-purchase agreement and he may not unreasonably refuse his consent. For details see Hire-Purchase Act, 1958, section seven;
- (d) you have the right to complete the agreement at any time and if you do you will be entitled to a rebate of some of the charges payable under the agreement. For details see Hire-Purchase Act, 1958, section twelve;
- (e) if you are unable to pay your instalments you are entitled to return the goods to the owner at your own expense and if you do you will only be liable to pay an amount sufficient to cover the loss suffered by the owner. For details of the amount that you will have to pay see the Hire-Purchase Act, 1958, section eleven.

Section 13.

SECOND SCHEDULE.

Hire-Purchase Act, 1958.

ADVICE TO HIRERS.

When the goods you have hired are re-possessed—

- (a) you may be entitled to some refund of what you have paid;
- (b) you may be entitled to get the goods back if you pay the arrears and remedy any other breaches of contract;
- (c) you are entitled within fourteen days to give notice of your intention to complete the contract and on payment of the balance due to get the goods back;
- (d) you are liable for loss suffered by the owner by reason of your breach of the agreement.

DON'T DELAY.

Action to enforce your rights should be taken at once. You will lose your rights fourteen days after notice is served or posted if you do not take action.

When goods are re-possessed you are not liable to pay any more than enough to cover the balance due under the contract and the costs of repossession less the value of the goods when re-possessed. For details see Hire-Purchase Act, 1958, section fifteen.

If you think you have any rights under the Hire-Purchase Act, 1958, you should seek advice at once.