

## HIRE PURCHASE.

### No. 9 of 1961.

#### An Ordinance relating to Hire-purchase Agreements.

##### PART I.—PRELIMINARY.

1. This Ordinance may be cited as the *Hire-purchase Ordinance* 1961.\* Short title.

2. This Ordinance shall come into operation on a date to be fixed by the Minister by notice in the *Gazette*.† Commencement.

3. This Ordinance is divided into Parts, as follows:— Parts.

Part I.—Preliminary (Sections 1-6).

Part II.—Formation and Contents of Hire-purchase Agreements (Sections 7-9).

Part III.—Protection of Hirers.

Division 1.—Warranties and Conditions (Sections 10-11).

Division 2.—Statutory Rights of Hirers (Sections 12-15).

Division 3.—Early completion of Agreements (Section 16).

Division 4.—Voluntary return of Goods (Section 17).

Division 5.—Repossessions (Sections 18-22).

Part IV.—Guarantees (Sections 23-24).

Part V.—Insurance (Sections 25-28).

Part VI.—Miscellaneous (Sections 29-44).

4.—(1.) The *Hire-purchase Agreements Ordinance* 1955 and the *Hire-purchase Agreements Ordinance* 1958 are repealed. Repeal and saving.

(2.) Notwithstanding the repeal effected by the last preceding sub-section, the provisions of the repealed Ordinances continue to apply to and in relation to hire-purchase agreements entered into before the commencement of this Ordinance.

\* Made on 6th June, 1961; notified in the *Commonwealth Gazette* on 22nd June, 1961.

† The date fixed was 1st August, 1961; see *Commonwealth Gazette*, 22nd June, 1961, p. 2380.

**Application.**

5. This Ordinance applies to and in relation to hire-purchase agreements, and agreements relating to hire-purchase agreements, entered into after the commencement of this Ordinance.

**Interpretation.**

6.—(1.) In this Ordinance, unless the contrary intention appears:—

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

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

“guarantor”, in relation to a hire-purchase agreement, means a person who has guaranteed the performance by the hirer of all or any of his obligations under the agreement, but does not include the dealer or a person engaged, at the time of the giving of the guarantee, in the trade or business of selling goods of the same nature or description as the goods comprised in the 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 the instalments as rent or hire or otherwise), but does not include an agreement—

(a) whereby the property in the goods comprised in the agreement passes at the time of the agreement or upon or at any time before delivery of the goods; or

(b) under which the person by whom the goods are being hired or purchased is a person who is engaged in the trade or business of selling goods of the same nature or description as the goods comprised in the agreement;

“hirer”, in relation to a hire-purchase agreement, means the person to whom goods are let, hired or agreed to be sold under the agreement, and includes a person to whom the hirer's rights or liabilities under the agreement have passed by assignment or by operation of law;

“owner”, in relation to a hire-purchase agreement, means the person letting, hiring or agreeing to sell goods under the agreement, and includes a person to whom the owner’s property in the goods, or any of the owner’s rights or liabilities under the agreement, have passed by assignment or by operation of law;

“period of the agreement”, in relation to a hire-purchase agreement, means the period between the commencement of the hiring under the agreement and the time provided by the agreement for the payment of the last instalment;

“statutory rebate”—

(a) in relation to terms charges under a hire-purchase agreement—

(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 period of the agreement (both inclusive);  
or

(ii) where it is agreed in the 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 under a hire-purchase agreement, means the sum of—

(i) the total amount of premium for insurance paid in respect of any annual period not yet commenced; and

(ii) ninety per centum of the proportion of the amount of the premium for insurance paid in respect of the current annual period attributable to the unexpired portion of that period consisting of whole months; and

(c) in relation to maintenance under a hire-purchase agreement, 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 go and by dividing the product so obtained by the number of complete months in the period of the agreement;

“the Court of Petty Sessions” or “the Court” means the Court of Petty Sessions established under the *Court of Petty Sessions Ordinance 1930-1958*;

“third party insurance” means any insurance in relation to liability in respect of death or bodily injury caused by or arising out of the use of a motor vehicle, being insurance required by the law of the place where the vehicle is registered or is being registered, as the case requires;

“total amount payable”, in relation to a hire-purchase agreement, means the total amount to be paid or provided, whether by way of cash or other consideration, by or on behalf of the hirer under the agreement;

“vehicle registration fees” means any amount to be provided under a hire-purchase agreement by the owner for payment by or on behalf of the hirer under the law of a State or Territory of the Commonwealth in connexion with the registration and use of a motor vehicle, including any amount payable for third party insurance.

(2.) A reference in this Ordinance to taking possession by the owner of goods comprised in a hire-purchase agreement shall be read as including—

- (a) a reference to the taking of possession of goods by the owner pursuant to an order of a court; and
- (b) a reference to the return of goods to the owner after notice has been served on the hirer pursuant to the provisions of sub-section (1.) of section eighteen of this Ordinance,

but shall not be read as including a reference to taking possession by the owner as a result of the voluntary return of the goods by the hirer.

(3.) Where, by virtue of two or more agreements, none of which by itself constitutes a hire-purchase agreement, there is a bailment of goods and either the bailee may buy the goods or the property in the goods will or may pass to the bailee, the agreements shall, for the purposes of this Ordinance, be treated as a single hire-purchase agreement made at the time when the last agreement was made.

(4.) A reference in this Ordinance to a Schedule by number shall be read as a reference to the Schedule to this Ordinance so numbered.

## PART II.—FORMATION AND CONTENTS OF HIRE-PURCHASE AGREEMENTS.

7.—(1.) Before a hire-purchase agreement is entered into in respect of any goods, or, where the agreement is entered into by way of acceptance by the owner of a written offer signed by or on behalf of the hirer, before the written offer was so signed, the owner, or, if there is a dealer, the dealer, shall give or cause to be given to the hirer a written statement, duly completed, in accordance with the First Schedule.

Summary of proposed transaction, and form and contents of hire-purchase agreement.

(2.) A hire-purchase agreement—

- (a) shall be in writing;
- (b) shall be signed by or on behalf of the hirer and all other parties to the agreement;
- (c) shall—
  - (i) specify a date on which the hiring shall commence or shall be deemed to have commenced;
  - (ii) specify the number of instalments to be paid under the agreement by the hirer;
  - (iii) specify the amount of each of those instalments and the person to whom, and the place at which, the payments of those instalments are to be made;

- (iv) specify the time for the payment of each of those instalments; and
- (v) contain a description of the goods sufficient to identify them;
- (d) where any part of the consideration is or is to be provided otherwise than in money—shall contain a description of that part of the consideration; and
- (e) shall set out in a tabular form—
  - (i) the price at which, at the time of signing the agreement, the hirer might have purchased the goods for cash (in this Ordinance called, and in the agreement to be described, as “cash price”);
  - (ii) the amount paid or provided by way of deposit (in this Ordinance called, and in the agreement to be described, as “deposit”) showing separately the amount paid in money and the amount provided by a consideration other than money;
  - (iii) any amount included in the total amount payable to cover maintenance of the goods (in this Ordinance called, and in the agreement to be described, as “maintenance”);
  - (iv) any amount included in the total amount payable to cover the expenses of delivering the goods or any of them to or to the order of the hirer (in the agreement to be described as “freight”);
  - (v) any amount included in the total amount payable to cover vehicle registration fees in respect of the goods (in the agreement to be described as “vehicle registration fees”);
  - (vi) any amount included in the total amount payable to cover insurance other than third party insurance (in this Ordinance called, and in the agreement to be described, as “insurance”);
  - (vii) the total of the amounts referred to in sub-paragraphs (i), (iii), (iv), (v) and (vi) of this paragraph less the deposit;
  - (viii) the amount of any other charges included in the total amount payable (in this

Ordinance called, and in the agreement to be described, as "terms charges");

- (ix) the total of the amounts referred to in subparagraphs (vii) and (viii) of this paragraph (in this Ordinance called "the balance originally payable under the agreement"); and
- (x) the total amount payable.

(3.) An owner who enters into a hire-purchase agreement that does not comply with the last preceding sub-section is guilty of an offence against this Ordinance.

(4.) Without affecting the liability of a person to be convicted of an offence against this section, where a provision of this section has not been complied with in relation to a hire-purchase agreement (not being a failure to comply with paragraph (a) of sub-section (2.) of this section), the liability of the hirer shall be reduced by the amount included in the hire-purchase agreement for terms charges.

(5.) The amount referred to in the last preceding sub-section may be set off by the hirer against the amount that would otherwise be due or become due to the owner under the agreement and, to the extent to which it is not so set off, may be recovered by the hirer from the owner as a debt in a court of competent jurisdiction.

(6.) A hire-purchase agreement that is not in writing is not enforceable by the owner.

**8.** The Minister may make regulations, not inconsistent with this Ordinance, making provision—

Regulations may fix minimum deposits and maximum terms charges.

(a) for and in relation to—

- (i) the payment of deposits by hirers under hire-purchase agreements; and
- (ii) the fixing of the minimum amounts of such deposits; and

(b) for and in relation to the fixing of the maximum amounts of terms charges payable under hire-purchase agreements.

**9.—(1.)** The owner shall serve, or cause to be served, on the hirer within twenty-one days after the making of a hire-purchase agreement—

Certain copy documents to be served on hirer.

- (a) a copy in writing of the agreement;
- (b) a notice in writing in accordance with the Second Schedule; and
- (c) where any part of the total amount payable under the agreement consists of an amount paid or to

be paid under a policy of insurance (not being a policy of third party insurance)—a copy of the policy or a statement in writing of the terms, conditions and exclusions of the policy which affect or concern the rights of the hirer.

(2.) The notice referred to in paragraph (b) of the last preceding sub-section may be endorsed on the copy of the hire-purchase agreement served on the hirer by virtue of paragraph (a) of that sub-section.

(3.) Failure to comply with this section in relation to a hire-purchase agreement does not avoid the agreement.

### PART III.—PROTECTION OF HIRERS.

#### *Division 1.—Warranties and Conditions.*

Warranties and conditions to be implied in hire-purchase agreements.

10.—(1.) In every hire-purchase agreement there shall be—

- (a) an implied warranty that the hirer shall have and enjoy quiet possession of the goods;
- (b) an implied condition on the part of the owner that he will have a right to sell the goods at the time when the property is to pass; and
- (c) an implied warranty that the goods will be free from any charge or encumbrance in favour of a third party (other than a charge or encumbrance created by or with the consent of the hirer) at the time when the property is to pass.

(2.) In every hire-purchase agreement there shall be an implied condition that the goods shall be of merchantable quality, but such a condition shall not be implied—

- (a) as regards defects of which the owner could not reasonably have been aware, or, if there is a dealer, of which neither the owner nor the dealer could reasonably have been aware, at the time the agreement was made;
- (b) where the hirer has examined the goods or a sample of the goods—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 the owner proves that the hirer has acknowledged in writing that that statement was brought to his notice.



(3.) Where the hirer expressly or by implication makes known to the owner or to the dealer, or to a servant or agent of the owner or the dealer, the particular purpose for which the goods are required, there shall be implied in the hire-purchase agreement a condition that the goods shall be reasonably fit for that purpose, but such a condition shall not be implied if the goods are second-hand goods and 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 the owner proves that the hirer has acknowledged in writing that that statement was brought to his notice.

(4.) Without prejudice to any other rights or remedies to which an owner may be entitled, where the hirer has made known expressly or by implication to the dealer, or to a servant or agent of the dealer, the particular purpose for which the goods are required, an owner is entitled to be indemnified by the dealer against any damage suffered by the owner through the operation of the provisions of the last preceding sub-section.

(5.) This section shall be construed as having effect in addition to, and not in derogation of, any other law whereby a condition or warranty is to be implied in a hire-purchase agreement.

**11.—(1.)** A representation, warranty or statement made to the hirer or prospective hirer, whether orally or in writing, by the owner or dealer, or a person acting on behalf of the owner or dealer, in connexion with or in the course of negotiations leading to the entering into of a hire-purchase agreement shall confer on the hirer—

Liability of owner and dealer for misrepresentation.

- (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 that 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 that first-mentioned person or the person on whose behalf that person was acting, as the case requires, as a result of the negotiations.

(2.) A covenant, condition or term in a 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 a representation, warranty or statement referred to in the last preceding sub-section is void and of no effect.

(3.) Without prejudice to any other rights or remedies to which an owner may be entitled, an owner is entitled to be indemnified by the person who made the representation, warranty or statement, and by a person on whose behalf the representation, warranty or statement was made, against any damage suffered by the owner through the operation of the foregoing provisions of this section.

*Division 2.—Statutory Rights of Hirers.*

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

12.—(1.) At any time before the final payment has been made under a hire-purchase agreement, the hirer may, in writing, request the owner to send to him a copy of the agreement and a statement of his position under the agreement.

(2.) The owner shall, within fourteen days after he has received the request, send to the hirer a copy of the agreement, together with a statement in writing signed by the owner or his agent showing—

- (a) the amount paid to the owner 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 need not comply with the request if he has sent the hirer a copy of the agreement and a statement under this sub-section within the period of three months immediately preceding the receipt of the request.

(3.) If an owner contravenes the last preceding sub-section by failing to comply with a request made pursuant to sub-section (1.) of this section he is guilty of an offence against this Ordinance punishable upon conviction by a fine not exceeding Fifty pounds and, until the default is remedied—

- (a) the owner is not 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 is not enforceable against the hirer or the guarantor by a holder of the security.

13. Notwithstanding any agreement to the contrary, a hirer who is liable to make payments in respect of two or more hire-purchase agreements to the same owner is entitled, on making a payment in respect of the agreements that is not sufficient to discharge the total amount then due under all the agreements, to require the owner to appropriate the payment in or towards the satisfaction of the sum due under any one of the agreements, or in or towards the satisfaction of the sums due under any two or more of the agreements in such proportions as he thinks fit, and, if the hirer fails to require the owner to make such an appropriation, the owner shall appropriate the payment in or towards the satisfaction of the sums due under the respective agreements in the order in which the agreements were entered into.

Appropriation  
of payments  
when more  
than one  
agreement.

14.—(1.) The right, title and interest of a hirer under a hire-purchase agreement may be assigned with the consent of the owner or, if his consent is unreasonably withheld, without his consent.

Assignments of  
rights under  
hire-purchase  
agreements.

(2.) Except as otherwise provided in this section, no payment or other consideration shall be required by an owner for his consent to an assignment referred to in the last preceding sub-section, and, where an owner requires any such payment or other consideration for his consent, that consent shall be deemed to be unreasonably withheld.

(3.) Where, upon the hirer under a hire-purchase agreement requesting the owner to give his consent to an assignment referred to in sub-section (1.) of this section, the owner fails or refuses to give his consent, the hirer may apply to the Court of Petty Sessions for an order declaring that the consent of the owner to the assignment has unreasonably been withheld, and, where such an order is made, that consent shall be deemed to be unreasonably withheld.

(4.) As a condition of granting consent to an assignment of the right, title and interest of the hirer under a hire-purchase agreement, the owner may stipulate that all defaults under the agreement shall be made good and may require the hirer and assignee—

(a) to execute and deliver to the owner an assignment agreement in a form approved by the owner whereby—

(i) without prejudicing or affecting the continuing personal liability of the hirer in those 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 of the agreement; and

(ii) the assignee indemnifies the hirer in respect of those liabilities; and

(b) to pay the reasonable costs (if any) incurred by the owner in registering the assignment agreement or counterparts.

(5.) The right, title and interest of a hirer under a hire-purchase agreement is capable of passing by operation of law to the personal representative of the hirer and, if the hirer is a company, the liquidator may exercise the same rights under the agreement as the company, but nothing in this sub-section relieves a personal representative or liquidator from compliance with the provisions of the agreement.

Power to Court of Petty Sessions to allow goods to be removed.

**15.** Where, by virtue of a hire-purchase agreement, it is the duty of a hirer to keep the goods comprised in the agreement in his possession or control at a particular place or not to remove the goods from a particular place, the Court of Petty Sessions may, on the application of the hirer, make an order approving the removal of the goods to some other place, and that place shall thereafter, for the purposes of the agreement, be substituted for the first-mentioned place.

### *Division 3.—Early completion of Agreements.*

Hirer to be entitled to complete agreement at any time.

**16.—**(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.) The rights conferred on a hirer under a hire-purchase agreement by this section may be exercised by him—

(a) at any time during the continuance of the agreement; or

(b) where the owner has taken possession of the goods, on paying or tendering to the owner (before or within twenty-one days after the owner has served on the hirer a notice in accordance with the Fourth Schedule) in addition to the net balance due—

(i) the reasonable costs incurred by the owner of and incidental to his taking possession of the goods; and

- (ii) any amount properly expended by the owner on the storage, repair or maintenance of the goods.

(3.) In this section, “the net balance due”, in relation to a hire-purchase agreement, means the balance originally payable under the agreement less—

- (a) any amounts (other than the deposit) paid or provided, whether by cash or other consideration, by or on behalf of the hirer under the agreement;
- (b) the statutory rebate for terms charges;
- (c) if the hirer requires a contract for insurance to be cancelled, the statutory rebate for insurance; and
- (d) if the hirer requires a contract for maintenance to be cancelled, the statutory rebate for maintenance.

#### *Division 4.—Voluntary return of Goods.*

17.—(1.) The hirer of any goods comprised in a hire-purchase agreement may terminate the hiring by returning the goods to the owner during ordinary business hours at a place at which the owner ordinarily carries on business or to the place specified for that purpose in the agreement, and such a return of the goods terminates the hiring.

Power to  
hirer to  
determine  
hiring.

(2.) Where the nature of the goods comprised in a hire-purchase agreement is, or the facilities available at the place or places of business of the owner or at the place specified in the agreement are, such that it would be impracticable to return the goods to such a place, the hirer may terminate the hiring by returning the goods—

- (a) to such other place as is agreed to by the parties to the agreement; or
- (b) if the parties fail to agree upon another place, to a place that is reasonable, having regard to all the circumstances surrounding the transaction.

(3.) A hirer who proposes to return goods to the owner under this section may apply to the Court of Petty Sessions for an order fixing the place to which the goods may be returned under paragraph (b) of the last preceding sub-section.

(4.) The Court may, in an order made pursuant to this section, order that, subject to the goods being returned to the owner, the hiring shall be determined on such date as is specified in the order, being a date not earlier than the time when the hirer required the owner to nominate a reasonable place for the return of the goods.

(5.) Notice of an application under this section shall be given to the owner by the hirer.

(6.) Where a hire-purchase agreement is determined pursuant to this section, the owner is entitled to recover from the hirer—

- (a) the amount (if any) required to be paid in those circumstances under the agreement; or
- (b) the amount (if any) that the owner would have been entitled to recover if he had taken possession of the goods at the date of termination of the hiring,

whichever is the less.

#### *Division 5.—Repossessions.*

Notices to be given to hirer when goods re-possessed.

18.—(1.) Subject to this section, an owner shall not exercise any power of taking possession of goods comprised in a hire-purchase agreement arising out of a breach of the agreement relating to the payment of instalments until he has served on the hirer a notice in writing, in accordance with the Third Schedule, and the period fixed by the notice (being a period that does not expire before the expiration of seven days after the service of the notice) has expired.

(2.) An owner is not required to comply with the last preceding sub-section if there are reasonable grounds for believing that the goods comprised in the hire-purchase agreement will be removed or concealed by the hirer contrary to the provisions of the agreement, but the onus of proving the existence of those grounds lies upon the owner.

(3.) Within twenty-one days after the owner has taken possession of goods comprised in a hire-purchase agreement, he shall serve on the hirer and every guarantor of the hirer a notice in writing in accordance with the Fourth Schedule.

(4.) If the notice required by the last preceding sub-section is not served, the rights of the owner under the hire-purchase agreement thereupon cease and determine, but, if the hirer exercises his rights under this Ordinance to recover the goods so taken possession of, the agreement has 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.

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

19. Where an owner has taken possession of any goods comprised in a hire-purchase agreement, he shall not, without the consent in writing of the hirer, sell or dispose of, or part with possession of, the goods until after—

- (a) the expiration of twenty-one days from the date of the service on the hirer of a notice in accordance with the Fourth Schedule; or

(b) if notice under sub-paragraph (i) of paragraph (a) of sub-section (1.) of the next succeeding section has been given to the owner—the expiration of fourteen days from the giving of the notice, whichever is the later.

**20.—(1.)** Where the owner takes possession of any goods comprised in a hire-purchase agreement—

*Hirer's rights and immunities when goods re-possessed.*

(a) the hirer may, before or within twenty-one days from the date of the service on him of a notice in accordance with the Fourth Schedule, give to the owner a notice in writing signed by the hirer or his agent—

(i) requiring the owner to re-deliver to or to the order of the hirer (subject to compliance by the hirer with the provisions of the next succeeding section) the goods that have been re-possessed; or

(ii) requiring the owner to sell the goods to a person introduced by the hirer who is prepared to purchase the goods for cash at a price not less than the estimated value of the goods set out in the notice in accordance with the Fourth Schedule served upon the hirer; and

(b) the hirer may, except where the goods are re-delivered to or to the order of the hirer, recover from the owner—

(i) if the value of the goods at the time of the owner so taking possession of the goods is less than the net amount payable but the total of that value and the amount paid or provided, whether by cash or other consideration, by or on behalf of the hirer under the agreement exceeds the net amount payable—the difference between that total and the net amount payable; or

(ii) if the value of the goods at the time of the owner so taking possession of the goods is equal to or greater than the net amount payable—the total of that value and the amount paid or provided, whether by cash or other consideration, by or on behalf of the hirer

under the agreement, less the net amount payable,  
but the owner is not entitled to recover any sum (whether under a judgment or order or otherwise) that would, together with—

(iii) the value of the goods at the time of the owner so taking possession of the goods; and

(iv) the amount paid or provided, whether by cash or other consideration, by or on behalf of the hirer under the agreement,

amount to more than the net amount payable in respect of the goods.

(2.) Where the owner has sold goods of which he has taken possession, the onus of proving that the price obtained by him for the goods was the best price that could be reasonably obtained by him at the time when he took possession of the goods lies upon the owner.

(3.) Except where the owner has failed to serve on the hirer a notice as required by sub-section (3.) of section eighteen of this Ordinance, no amount is recoverable by the hirer under this section unless—

(a) the hirer, within twenty-one days after the owner has served such a notice, gives to the owner notice in writing—

(i) setting out the amount claimed under the provisions of this section and the amount that is claimed by the hirer to be the value of the goods at the time of the owner taking possession of the goods; and

(ii) signed by the hirer or his 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, except where the goods have been sold at the request of the hirer to a person introduced by the hirer, not later than three months after the giving by the hirer to the owner of the notice referred to in the last preceding paragraph.

(4.) If, before the proceedings referred to in the last preceding sub-section are commenced by the hirer, the owner serves an offer in writing on the hirer to pay an amount in satisfaction of the claim by the hirer under this section, the owner, in the



proceedings, is entitled to pay into court the amount so offered and, upon so doing, is entitled to the same rights as he would have had if that amount had been tendered to the hirer before the proceedings were commenced, but such a right is not 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.

(5.) For the purposes of this section—

(a) “the net amount payable”, in relation to a hire-purchase agreement, means the total amount payable less the statutory rebates for terms charges, insurance and maintenance as at the time of the owner taking possession of the goods; and

(b) the value of any goods at the time of the owner taking possession of the goods shall be deemed to be—

(i) the best price that could be reasonably obtained by the owner at that time; or

(ii) if the hirer has introduced a person who has purchased the goods for cash, the amount paid by that person,

less—

(iii) the reasonable costs incurred by the owner of and incidental to his taking possession of the goods;

(iv) any amount properly expended by the owner on the storage, repair or maintenance of the goods; and

(v) 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.

**21.—(1.)** If, within fourteen days after giving notice to the owner pursuant to the provisions of sub-paragraph (i) of paragraph (a) of sub-section (1.) of the last preceding section, the hirer—

**Power to hirer to regain possession of goods in certain circumstances.**

(a) pays or tenders to the owner any amount due by the hirer under the hire-purchase agreement in respect of the period of hiring up to the date of the payment or tender;

(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 reasonable costs and expenses of the owner of and incidental to his taking possession of the goods and of his returning them to or to the order of the hirer,

the owner shall forthwith return 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 the breach had not occurred and the owner had not taken possession of the goods.

(2.) For the purposes of paragraph (a) of the last preceding sub-section, the hiring under the agreement shall be deemed to have continued up to the time of the payment or tender by the hirer.

(3.) Where goods are returned to the hirer under sub-section (1.) of this section and any breach of the hire-purchase agreement has not been remedied, the owner has no right arising out of that breach to take possession of the goods unless—

- (a) by notice in writing given to the hirer at the time of the return of the goods he specifies the breach and requires it to be remedied; and
- (b) the hirer fails within fourteen days or within the time specified in the notice (whichever is the longer) after receiving the notice to remedy the breach.

Power to court to vary existing judgments or orders when goods are re-possessed.

**22.** In any legal proceedings in relation to a hire-purchase agreement, after the owner has taken possession of the goods, the court before which the proceedings are brought may vary or discharge any judgment or order of a court against the hirer for the recovery of money so far as is necessary to give effect to the provisions of section twenty of this Ordinance.

#### PART IV.—GUARANTEES.

Provisions as to guarantors.

**23.**—(1.) Except as provided in this Ordinance, a guarantor is not, by reason of the operation of this Ordinance, discharged from liability under his guarantee.

(2.) The liability of a guarantor continues notwithstanding that the owner has, pursuant to the provisions of a hire-purchase agreement, taken possession of the goods comprised in the agreement, whether or not the goods have been re-delivered to or to the order of the hirer pursuant to this Ordinance.

(3.) The last preceding sub-section does not 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 a hire-purchase agreement.

(4.) A guarantor is not liable to any further or other extent than the hirer, the performance of whose obligations he has guaranteed, but, subject to the next succeeding section, nothing in this Ordinance affects an agreement by the guarantor binding him to the performance of an 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.

(5.) Subject to the next succeeding sub-section, where goods have been delivered to or to the order of the hirer pursuant to a hire-purchase agreement and the owner subsequently takes possession of the goods, a guarantor who has paid any moneys to the owner in accordance with his guarantee has the like right in like manner to recover those 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 and the value of any other consideration (not already allowed for in cash) provided by or on behalf of the hirer shall be deemed to have been paid or provided by the guarantor.

(6.) No moneys shall be recovered by the guarantor in excess of the moneys actually paid by him.

**24.—**(1.) Where a guarantor enters into an agreement binding the guarantor—

- (a) to pay to the owner under a hire-purchase agreement an aggregate sum which is larger than the balance originally payable under the hire-purchase agreement;
- (b) to perform an obligation in respect of goods other than the goods comprised in a hire-purchase agreement;
- (c) to permit the owner under a hire-purchase agreement, or a person acting on behalf of the owner, to enter upon any premises for the purpose of taking possession of or inspecting goods subject to the hire-purchase agreement; or
- (d) to relieve the owner under a hire-purchase agreement, or a person acting on behalf of the owner, from liability for any such entry,

Guarantor  
not to be bound  
in certain  
cases unless  
independently  
advised.

the agreement so entered into by the guarantor is void (and the owner under the hire-purchase agreement concerned is guilty of an offence against this Ordinance) unless the agreement is

executed by the guarantor in the presence of the Clerk of the Court or a solicitor instructed and employed independently of the owner, and the Clerk or the solicitor, as the case may be, certifies in writing upon the agreement—

- (e) that he is satisfied that the guarantor understands the true purport and effect of the agreement; and
- (f) that the guarantor has executed the agreement in his presence.

(2.) The Clerk of the Court or a solicitor shall not give a certificate in respect of an agreement under the last preceding sub-section unless—

- (a) he has read over and explained the agreement to the guarantor or has caused the agreement to be read over and explained to the guarantor in his presence;
- (b) he has examined the guarantor touching his knowledge of the agreement;
- (c) he is satisfied that the guarantor understands the true purport and effect of the agreement; and
- (d) the guarantor has freely and voluntarily executed the agreement in his presence.

(3.) Failure by the Clerk of the Court or by a solicitor to comply with the last preceding sub-section in respect of a certificate does not invalidate the certificate.

(4.) In this section, “the Clerk of the Court” includes a Deputy Clerk of the Court.

#### PART V.—INSURANCE.

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

(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 effects insurance of the goods for the period of the agreement against such risks and subject to such terms, conditions and exceptions as are required by the owner in the names of the owner and the hirer with a reputable insurer if the owner has no other grounds upon which the owner could reasonably refuse to enter into the agreement.

(4.) An owner shall not require a hirer to obtain insurance against risks or subject to terms, conditions and exceptions which the owner does not require if he arranges the insurance.

*Insurance of goods comprised in hire-purchase agreements.*

(5.) Where, in respect of the insurance of goods comprised in a hire-purchase agreement, the insurer allows a no-claim rebate or a rebate of a similar nature, the hirer under the agreement is entitled to the benefit of the rebate and a person who knowingly pays or allows any such rebate to an owner is guilty of an offence against this Ordinance.

**26.—**(1.) If, in any proceedings taken in a court in respect of a difference or dispute arising out of a contract of insurance, it appears to the court that a failure by the insured or the hirer to observe or perform a term or condition of the contract of insurance may reasonably be excused on the ground that the insurer was not prejudiced by the failure, the court may, unless an order excusing the failure has already been made under the next succeeding sub-section, order that the failure be excused.

Powers of courts of relation to insurance contracts associated with hire-purchase agreements.

(2.) Where a difference or dispute has arisen out of a contract of insurance, the insured or the hirer or a guarantor in respect of the hire-purchase agreement to which the contract of insurance relates may, unless an order excusing the failure concerned has already been made under the last preceding sub-section, apply to the Court of Petty Sessions for an order that the failure to observe or perform a term or condition of the contract of insurance be excused, and, if it appears to the Court that the failure may reasonably be excused on the ground that the insurer was not prejudiced by the failure, the Court may order that the failure be excused.

(3.) Where an order has been made under either of the last two preceding sub-sections, the rights and liabilities of all persons in respect of the contract of insurance concerned shall be determined as if the failure the subject of the order had not occurred.

**27.—**(1.) A contract of insurance or a statement served upon a hirer pursuant to section nine of this Ordinance shall—

Contents of contracts of insurance.

- (a) identify the goods or the part of the goods insured or to be insured;
- (b) contain a statement of the amount and period for which the goods are insured or are to be insured; and
- (c) if the amount for which the goods are or are to be insured will vary during the period of the agreement, contain a statement showing the varying amounts.

(2.) Subject to the next succeeding sub-section, a provision in an agreement or other document—

- (a) requiring differences or disputes arising out of a contract of insurance to be referred to arbitration;

- (b) providing that no action or suit shall be maintainable upon such a contract or against the insurer in respect of a claim under, or difference or dispute arising out of, such a contract unless the claim, difference or dispute has been referred to arbitration or an award pursuant to arbitration proceedings has been first obtained;
- (c) providing that arbitration or an award pursuant to arbitration proceedings is a condition precedent to any right of action or suit upon such a contract; or
- (d) otherwise imposing by reference to arbitration or to an award made in arbitration proceedings any limitation on the right of a person to bring or maintain an action or suit upon such a contract,

does not bind the hirer.

(3.) An agreement made by the parties to a contract of insurance after a difference or dispute has arisen out of the contract of insurance to submit that difference or dispute to arbitration has effect as if the last preceding sub-section had not been enacted.

Application of  
Part V.

**28.—**(1.) The provisions of the last two preceding sections apply only to or in respect of a contract of insurance of goods (whether or not the contract includes any other class of insurance) where the premium or other sum payable for the cover given by the contract of insurance, or any part of that premium or sum, was included as part of the total amount payable for the goods comprised in a hire-purchase agreement.

(2.) The provisions of this Part have effect notwithstanding anything contained in any other Ordinance.

#### PART VI.—MISCELLANEOUS.

Re-opening of  
certain  
hire-purchase  
transactions.

**29.—**(1.) Where, in any proceedings under this Ordinance or arising out of a hire-purchase agreement or instituted pursuant to sub-section (4.) of this section, it appears to the court before which the proceedings are being heard that the transaction is harsh and unconscionable or is otherwise such that the Supreme Court would give relief on an equitable ground the court may re-open the transaction and take an account between the parties to the transaction.

(2.) A court by which a transaction is re-opened under this section may, notwithstanding any statement or settlement of accounts or any agreement purporting to close previous dealings and create a new obligation—

- (a) re-open any account already taken between the parties;
- (b) relieve the hirer and any guarantor from payment of any sum in excess of such sum in respect of the cash price, terms charges and other charges as the court adjudges to be fairly and reasonably payable;
- (c) set aside either wholly or in part, or revise or alter, any agreement made or security given in connexion with the transaction;
- (d) give judgment for any party for such amount as, having regard to the relief (if any) that the court thinks fit to grant, is justly due to that party under the agreement; and
- (e) if it thinks fit give judgment against any party for delivery of the goods if they are in his possession.

(3.) Where it appears to the court by which a transaction is re-opened under this section that a person other than the owner has shared in the profits of, or has any beneficial interest prospectively or otherwise in, the transaction that the court holds to be harsh and unconscionable, the court may add that person as a party to the case and may give judgment against that person for such amount as it thinks fit or for the delivery of the goods if they are in his possession and the court may make such other order in respect of that person as it thinks fit.

(4.) Proceedings may be instituted in the Court of Petty Sessions by the hirer or a guarantor under a hire-purchase agreement for the purpose of obtaining relief under this section.

(5.) In any proceedings referred to in sub-section (1.) of this section the court before which the proceedings are being heard has and may exercise all or any of the powers conferred by that sub-section, or by sub-sections (2.) and (3.) of this section, notwithstanding that the time for the payment of any of the amounts payable under the agreement may not have arrived.

(6.) A hirer or guarantor under a hire-purchase agreement is not entitled to institute proceedings under this section—

- (a) in a case where the owner has taken possession of the goods comprised in the agreement—after the expiration of a period of four months from the time when the owner serves the notice in accordance with the Fourth Schedule; or

- (b) in any other case—after the expiration of a period of four months from the time when the transaction is closed.

Power of Court of Petty Sessions to restrain re-possession of certain goods from farmer.

**30.—(1.) Where—**

- (a) goods consisting of a harvester, binder, tractor, plough or other agricultural implement or a motor truck are comprised in a hire-purchase agreement; and

- (b) the hirer is a farmer,

the period fixed by a notice of intention to take possession of the goods served under sub-section (1.) of section eighteen of this Ordinance shall, notwithstanding the period specified in that sub-section, be a period that does not expire before the expiration of thirty days after the service of the notice.

(2.) The farmer may, within the period fixed by the notice, apply to the Court of Petty Sessions for an order restraining the owner from taking possession of the goods.

(3.) If the Court is satisfied that, within twelve months from the date of the application, the farmer will have a reasonable prospect of being able to pay all instalments due and owing on that date, the Court may make an order restraining the owner from taking possession of the goods for such period not exceeding twelve months as the Court fixes.

(4.) An order under the last preceding sub-section may include such terms and conditions, including conditions as to payment of instalments, as the Court thinks fit.

(5.) In this section, “farmer” means a person engaged in agriculture, pasturage, horticulture, viticulture, apiculture, poultry farming, dairy farming or any other business consisting of the cultivation of soil, the gathering in of crops or the rearing of livestock.

**Liens.**

**31.—(1.)** Subject to the next succeeding sub-section, where a worker does work upon goods comprised in a hire-purchase agreement in such circumstances that, if the goods were the property of the hirer, the worker would be entitled to a lien on the goods for the value of his work, he is entitled to a lien notwithstanding that the goods are not the property of the hirer.

(2.) The lien is not enforceable against the owner if the hire-purchase agreement contains a provision prohibiting the creation of a lien by the hirer and the worker had notice of that provision before doing the work upon the goods.



**32.**—(1.) Goods comprised in a hire-purchase agreement that, at the time of the making of the agreement, were not fixtures to land shall not, in respect of the period during which the agreement remains in force, be treated as fixtures to land. Fixtures.

(2.) Notwithstanding anything contained in the last preceding sub-section, the owner is not entitled to re-possess goods that have been affixed to a dwelling-house or residence if, after the goods have become so affixed, a person other than the hirer has *bona fide* acquired for valuable consideration an interest in the land without notice of the rights of the owner of the goods.

**33.**—(1.) A provision in an agreement or other document whereby— Avoidance  
of certain  
provisions.

- (a) a right conferred on the hirer by this Ordinance to determine a hire-purchase agreement is excluded or restricted;
- (b) a liability beyond the liability imposed by this Ordinance is imposed on the hirer under a hire-purchase agreement by reason of the determination of the hire-purchase agreement in accordance with this Ordinance;
- (c) the hirer under a hire-purchase agreement is subject to a greater liability on the determination, in any manner whatsoever, of the hire-purchase agreement or of the bailment under the agreement than the liability to which he would be subject if the hire-purchase agreement were determined in accordance with this Ordinance;
- (d) the hirer under a hire-purchase agreement is required to pay a sum (whether or not it is described in the agreement as interest) in respect of an amount due under the hire-purchase agreement but not paid exceeding a sum equal to the simple interest on that amount calculated at the rate of eight per centum per annum on a daily basis for the period for which it is due and not paid;
- (e) a person acting on behalf of the owner under a hire-purchase agreement in connexion with or in the course of the negotiations leading to the entering into the hire-purchase agreement is to be treated as, or declared to be, the agent of the hirer;
- (f) the owner under a hire-purchase agreement is relieved from liability for the acts or defaults of a person acting in connexion with or in the course of the negotiations leading to the entering into the hire-purchase agreement;

- (g) the owner under a hire-purchase agreement or a person acting on his behalf is authorized to enter upon any premises for the purpose of taking possession of goods comprised in the hire-purchase agreement or is relieved from liability for any such entry;
- (h) the operation of a hire-purchase agreement is determined or modified or a person is authorized to re-possess any goods comprised in a hire-purchase agreement if the hirer becomes bankrupt or commits an act of bankruptcy or executes a deed of assignment or a deed of arrangement (whether all or any of these events are named);  
or
- (i) except as expressly provided in this Ordinance the operation of a provision of this Ordinance is excluded, modified or restricted,

is void.

(2.) Where an agreement or other document contains a provision that is void under the last preceding sub-section, the owner under the hire-purchase agreement concerned is guilty of an offence against this Ordinance.

Restrictions on  
payments to  
owners of  
goods by  
financiers.

34.—(1.) If in connexion with any goods a person (in this section referred to as “the dealer”) arranges that some other person (in this section referred to as “the financier”) shall—

- (a) enter into a hire-purchase agreement in relation to those goods with a hirer;
- (b) accept an 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 those goods,

the dealer shall not seek, accept, demand or receive from the financier, and the financier shall not pay, offer or grant to the dealer, directly or indirectly, any money or other valuable consideration that, 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.

(2.) Notwithstanding the provisions of the last preceding sub-section—

- (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 charges 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.

**35.** A person (in this section referred to as “the owner”) who knowingly—

Certain transactions prohibited.

- (a) enters into an agreement for the bailment of goods to a person (in this section referred to as “the hirer”), which agreement does not by itself constitute a hire-purchase agreement; or
- (b) takes from a 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 a 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 is guilty of an offence against this Ordinance.

**36.** Where—

- (a) a bill of exchange or promissory note has been given by a hirer or guarantor under a hire-purchase agreement to the owner in respect of an amount payable under the agreement; and
- (b) the payment in due course of the bill of exchange or promissory note would, by virtue of the operation of any provision of this Ordinance or otherwise, result in payment of an amount in excess of the liability of the hirer under the agreement,

Securities collateral to hire-purchase agreements.

the owner is liable to indemnify the hirer or guarantor, as the case may be, in respect of the amount of the excess.

**False statement by dealers in proposals.**

### 37. Where—

- (a) a dealer prepares or causes to be prepared a hire-purchase agreement, or an offer in writing that, if accepted, will constitute a hire-purchase agreement, with the intention of bringing about a contractual relationship between an owner and a hirer; and
- (b) the agreement or offer contains to the knowledge of the dealer a false statement or a representation that is false in any material particular,

the dealer is guilty of an offence against this Ordinance punishable upon conviction by a fine not exceeding Two hundred pounds or imprisonment for a period not exceeding three months.

**Hirer may be required to state where goods are.**

**38.—(1.)** The owner of any goods comprised in a hire-purchase agreement may at any time by notice in writing served on the hirer of the goods 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.

(2.) A hirer who does not, within fourteen days after the receipt of such a notice, give to the owner such a statement or who gives a statement containing any information which is to the knowledge of the hirer false is guilty of an offence against this Ordinance.

**Fraudulent sale or disposal of goods by hirer.**

**39.** A person who, by the disposal or sale of any goods comprised in a hire-purchase agreement, by the removal of the goods or by any other means, defrauds or attempts to defraud the owner is guilty of an offence against this Ordinance punishable upon conviction by a fine not exceeding Two hundred pounds or imprisonment for a period not exceeding three months.

**Power of Court of Petty Sessions to extend times.**

**40.** Any time prescribed by this Ordinance for the service or giving of a notice or other document or for the commencement of proceedings may, on an application made to the Court of Petty Sessions (either before or after the expiration of that time but after notice to the other party to the hire-purchase agreement) be extended by the Court for such further period, and upon such conditions, as the Court thinks fit.

**Power of Court of Petty Sessions to order delivery of goods unlawfully detained.**

**41.—(1.)** Upon complaint made by an owner who is entitled to take possession of any goods comprised in a hire-purchase agreement, or by a person acting on behalf of an owner, that the hirer or a person acting on behalf of the hirer has refused or failed to deliver up possession of the goods on the service of a notice of demand made by the owner or by an

agent of the owner authorized in that behalf, a Justice of the Peace may summon the person complained of to appear before the Court of Petty Sessions.

(2.) If it appears to the Court that the goods are being detained without just cause, the Court may order the goods to be delivered up to the owner at or before a time, and at a place, to be specified in the order.

(3.) A person who neglects or refuses to comply with an order made under this section is guilty of an offence against this Ordinance.

42.—(1.) A notice or document required or authorized to be served on or given to an owner or hirer under this Ordinance may be so served or given—

Service of notices.

- (a) by delivering it to him personally;
- (b) by leaving it at his place of abode or business with some other person apparently an inmate of, or employed at, that place and 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 or oral evidence of an owner or his servant or agent as to the delivery or posting of a notice or document required to be served by the Ordinance is admissible as *prima facie* evidence of the due service of the notice or document 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.

43.—(1.) A prescribed document or part of a prescribed document—

Size, &c., of type, &c., required in certain documents.

- (a) that is in handwriting that is not clear and legible; or

- (b) that is printed in type of a size smaller than the type known as ten-point Times,

shall be deemed not to be in writing.

(2.) In this section, “prescribed document” means—

- (a) a hire-purchase agreement;
- (b) a statement under sub-section (1.) of section seven of this Ordinance;
- (c) a copy of an agreement, notice or statement required by section nine of this Ordinance to be served on a hirer;

- (d) a statement required by sub-section (2.) of section twelve of this Ordinance to be sent to a hirer; and
- (e) a notice under sub-section (1.) or sub-section (3.) of section eighteen of this Ordinance.

**Penalty.**

**44.—**(1.) A person who contravenes or fails to comply with a provision of this Ordinance is guilty of an offence.

(2.) A person who is guilty of an offence against this Ordinance for which no other penalty is expressly provided is punishable upon conviction by a fine not exceeding Two hundred pounds.

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## THE SCHEDULES.

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### FIRST SCHEDULE.

#### Section 7.

#### AUSTRALIAN CAPITAL TERRITORY.

#### *Hire-purchase Ordinance.*

#### SUMMARY OF YOUR FINANCIAL OBLIGATIONS UNDER PROPOSED HIRE-PURCHASE AGREEMENT RELATING TO

* .....					
The cash price of goods is	..	..	..	..	£.....
The terms charges are	..	..	..	..	£.....
Other charges are—					
For insurance for.....years	..	..	..	..	£.....
For maintenance	..	..	..	..	£.....
For freight, vehicle registration, &c.	..	..	..	..	£..... £.....
The total amount you will have to pay (including the deposit of					
£.....) is	..	..	..	..	£.....
The difference between the cash price of goods and the total amount you will have to pay is therefore £.....					
Your instalments under the proposed agreement will be†					

\* Insert short description of goods.

† Insert number, amount and intervals of instalments.

## SECOND SCHEDULE.

Section 9.

AUSTRALIAN CAPITAL TERRITORY.

*Hire-purchase Ordinance.*

## ADVICE TO HIRERS.

Under the provisions of the *Hire-purchase Ordinance*—

- (a) you are entitled to a copy of the agreement and a statement of the amount that you owe if you make a written request to the owner for them, but you may not request a copy or a statement more than once in three months;
- (b) 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 of the procedure of assignment, see *Hire-purchase Ordinance*, section 14);
- (c) 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 Ordinance*, section 16);
- (d) if you are unable to pay your instalments, you are entitled to return the goods to the owner at your own expense, but, if you do, you will 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 *Hire-purchase Ordinance*, section 17).

## THIRD SCHEDULE.

Section 18.

AUSTRALIAN CAPITAL TERRITORY.

*Hire-purchase Ordinance.*

## NOTICE OF INTENTION TO RE-POSSESS.

TAKE NOTICE THAT.....  
 the owner of\*.....  
 hired by you under an agreement dated the.....day  
 of.....19.... intends to retake possession of the goods  
 after the expiration of†.....days from the service of this notice unless  
 the arrears of instalments which now amount to £..... are paid  
 to.....at.....on or  
 before.....19.....

Total amount payable .. .. . £.....

Amount paid or provided by hirer to .... / .... / 19.... .. £.....

Arrears under agreement to .... / .... / 19.... .. £.....

\* Insert description of goods.

† Insert number of days, not being less than seven or, where the hirer is a farmer and section 30 of the Ordinance applies, not being less than thirty.

## FOURTH SCHEDULE.

Sections 16, 18, 19, 20, 29.

## AUSTRALIAN CAPITAL TERRITORY.

*Hire-purchase Ordinance.*

## ADVICE TO HIRERS.

Now that the goods you hired have been re-possessed you will be entitled to get them back—

- (a) if, within twenty-one days, you require the owner, by notice in writing signed by you or your agent, to re-deliver the goods to you and if, within fourteen days after giving the notice, you reinstate the agreement by paying the arrears and remedy the following breaches of the agreement (or pay the owner's expenses in remedying them):—

The owner's estimate of the amount you must pay to reinstate the agreement is:—

Arrears of instalments .. .. .	£.....
Cost of storage, repair or maintenance .. .. .	£.....
Cost of re-possession .. .. .	£.....
Cost of re-delivery .. .. .	£.....
Total .. .. .	£.....

or

- (b) if, within twenty-one days, you give notice of your intention to finalize the agreement and pay the balance due under the agreement and costs of the re-possession.

The owner's estimate of the amount required to finalize the agreement is:—

Total amount payable under the agreement .. .. .	£.....
Less deposit and instalments paid .. .. .	£.....
Balance due under agreement .. .. .	£.....
Less statutory rebates .. .. .	£.....
Add costs of re-possession .. .. .	£.....
Storage, repair or maintenance .. .. .	£.....
Total .. .. .	£.....

If you don't reinstate or finalize the agreement you will be liable for the owner's loss unless the value of the goods re-possessed is sufficient to cover your liability. If the value of the goods is more than sufficient to cover your liability you will be entitled to a refund.

The owner's estimate of the value of the goods re-possessed is £.....

\* On the basis of that estimate you are entitled to a refund of £.....  
liable to pay the owner £.....

NOTE.—You may give a written notice to the owner requiring the owner to sell the goods to any cash buyer you can introduce who is willing to pay the owner's estimate of the value, i.e.†

\* Strike out whichever inapplicable.

† Insert owner's estimate of value.

## DO NOT DELAY.

Action to enforce your rights should be taken at once. You will lose your rights *twenty-one days* after the service or posting of this notice if you do not take action.

If you think you have any rights under the *Hire-purchase Ordinance*, you should seek advice at once.

NOTE.—Where this notice is sent to a guarantor it shall be endorsed as follows:—

This notice is sent to you as guarantor of  
As guarantor you have certain rights under the *Hire-purchase Ordinance*,  
and you should seek advice at once.