



Hire-Purchase Act 1964

1964 CHAPTER 53

PART I

AMENDMENT OF LAW RELATING TO HIRE-PURCHASE AND CREDIT-SALE IN ENGLAND AND WALES

21 Conditional sale agreements

- (1) In the principal Act and in this Part of this Act " credit-sale agreement" shall not include a conditional sale agreement.
- (2) In the following provisions of this section any reference to a conditional sale agreement to which this section applies is a reference to a conditional sale agreement under which the total purchase price does not exceed £2000 or such larger sum (if any) as is for the time being specified in section 1 of the principal Act:

Provided that any such reference shall not include a conditional sale agreement which is made by or on behalf of a body corporate (whether incorporated in the United Kingdom or elsewhere) as the buyer of the goods to which the agreement relates.

- (3) The provisions of the principal Act (except section 20 thereof) and of the Hire-Purchase Act 1954 and of this Part of this Act relating to hire-purchase agreements shall have effect in relation to all conditional sale agreements to which this section applies as they have effect in relation to hire-purchase agreements to which the principal Act applies, subject to the exceptions and modifications specified in Part I of Schedule 1 to this Act.
- (4) Without prejudice to the last preceding subsection, the enactments specified in Part II of Schedule 1 to this Act shall have effect subject to the provisions of that Part of that Schedule.
- (5) In this section " conditional sale agreement" means an agreement for the sale of goods under which—
 - (a) the purchase price or part of it is payable by instalments, and

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- (b) the property in the goods is to remain in the seller (notwithstanding that the buyer is to be in possession of the goods) until such conditions as to the payment of instalments or otherwise as may be specified in the agreement are fulfilled,

and " total purchase price " means the total sum payable by the buyer under a conditional sale agreement, exclusive of any sum payable as a penalty or as compensation or damages for a breach of the agreement.