Hire-Purchase Bill

Table of Contents

Bill No: 27/1968 Read the first time: 10th July 1968

Long Title

Enacting Formula

Part I PRELIMINARY

1 Short title, commencement and application

2 Interpretation

Part II FORM AND CONTENTS OF HIRE-PURCHASE AGREEMENTS

3 Requirements relating to hire-purchase agreements

4 Copy of documents to be served on hirer

5 Hire-purchase agreements which are not enforceable

Part III PROTECTION OF HIRERS AND GUARANTORS

Warranties and Conditions

6 Conditions and warranties to be implied in every hire-purchase agreement

7 Liability of the owner and person acting on his behalf for misrepresentation

Part IV HIRERS

Statutory rights of hirers

- 8 Duty of owners and sellers to supply documents and information
- 9 Appropriation of payments made in hire-purchase agreements
- 10 Power of District Court to allow goods to be removed
- 11 Assignments of rights under hire-purchase agreement
- 12 Operation of law
- **13 Early completion of agreement**
- 14 Power of hirer to terminate hiring

Re-possession

- 15 Notices to be given to hirer when goods re-possessed
- 16 Owner to retain possession of goods re-possessed for fourteen days
- 17 As to hirer's rights and immunities when goods re-possessed

18 Power of hirer to regain possession of goods in certain circumstances

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

Part V GUARANTORS

- **20** Provisions as to guarantors
- 21 Guarantor not to be bound in certain cases
- 22 Rights of guarantor against owner
- 23 Rights of guarantor against hirer

24 Guarantor not to seize

Part VI INSURANCE

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

26 Powers of court in relation to insurance contracts associated with hire-purchase agreements

27 As to contents of contracts of insurance

28 Application of Part VI

Part VII GENERAL

29 Limitation on terms charges

30 Minimum deposits

31 Certain payments, etc., not to be treated as deposits for the purposes of this Part

32 Power of court to re-open certain hire-purchase transactions

33 Avoidance of certain provisions

34 Provisions relating to securities collateral to hire-purchase agreements

35 False statement by dealers, etc., in proposals

36 Hirer may be required to state where goods are

37 Fraudulent sale or disposal of goods by hirer

38 Certain alterations, etc., of hire-purchase agreements to be of no effect

39 Second-hand goods

40 Workers' lien

- 41 Power of District Court to extend times
- 42 Power of court to order delivery of goods unlawfully detained
- **43** Service of notices
- 44 Proof of service
- 45 Size, type, etc., required in certain documents
- 46 Penalty
- **47 Regulations**

FIRST SCHEDULE List of Goods

SECOND SCHEDULE Summary of Financial Obligations under Proposed Hire-Purchase Agreement Relating to

THIRD SCHEDULE Notice to Hirers

FOURTH SCHEDULE Notice of Intention to Re-possess

FIFTH SCHEDULE Notice to Hirers

SIXTH SCHEDULE Terms Charges

Explanatory Statement

Expenditure of Public Money

<u>Hire-Purchase Bill</u>

Bill No. 27/1968

Read the first time on 10th July 1968.

An Act to regulate the form and contents of hire-purchase agreements and the rights and duties of parties to such agreements and for matters connected therewith.

Be it enacted by the President with the advice and consent of the Parliament of Singapore, as follows: —

PART I

PRELIMINARY

Short title, commencement and application

1.—(1) This Act may be cited as the Hire-Purchase Act, 1968, and shall come into operation on such date as the Minister may, by notification in the *Gazette*, appoint.

(2) This Act shall apply in respect only of hire-purchase agreements relating to the goods specified in the First Schedule to this Act.

(3) The Minister may by order amend, vary, delete or add to the First Schedule to this Act.

(4) This Act shall apply only to hire-purchase agreements entered into after the date of the coming into operation of this Act.

Interpretation

2.—(1) In this Act —

"action" includes counter-claim and set off;

"cash" includes a cheque drawn on a banker;

"contract of guarantee" means, in relation to any hire-purchase agreement, a contract made at the request expressed or implied of the hirer to guarantee the performance of the hirer's obligations under the hire-purchase agreement but does not include the dealer or a person engaged at the time of 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; and the expression "guarantor" shall be construed accordingly;