

SAINT LUCIA

No. 29 of 2006

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I ASSENT

[L.S.]

MARJORIE BRATHWAITHE,
Deputy Governor-General.

5th October, 2006.

SAINT LUCIA

No. 29 of 2006

AN ACT to repeal the Hire-Purchase Act, Cap. 13.15, to provide for consumer credit generally and for related matters.

[On Order]

BE IT ENACTED by the Queen's Most Excellent Majesty, by and with the advice and consent of the House of Assembly and the Senate of Saint Lucia, and by the authority of the same, as follows:

PART I

PRELIMINARY

Short title and commencement

1.— (1) This Act may be cited as the Consumer Credit Act 2006.

(2) This Act shall come into force on a date to be fixed by the Minister by Order published in the *Gazette*.

Interpretation

2. In this Act —

“action” includes counterclaim and set off;

“agreement” means an agreement or lay away plan to which this Act applies;

“assignee” means the person to whom the rights of the hirer or owner have been transferred;

“assignor” means the person transferring the rights of hirer or owner;

“Court” means the court, or a Judge of the court, that has jurisdiction over the matter;

“credit-sale agreement” means an agreement for the sale of goods under which the purchase price or part of it is payable in installments and the property in the goods passes to the buyer immediately on the making of the credit-sale agreement;

“guarantor” means a person who has promised the performance by a consumer of all or any of his or her obligations under an 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” means an agreement for the purchase of goods by installment payments and under which the person who agrees to purchase the goods is given possession of the goods on hire on condition that such person pays the agreed amount in periodical installments and the owner agrees that the property in the goods is to pass to such person on the payment of the last of such installments;

“hirer” means the person or his or her agent who takes or has taken goods from an owner under a hire-purchase 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;

“hire-purchase price” means the total sum payable by the hirer under a hire-purchase agreement when interest and other charges are applied to the regular price in order to complete the purchase of goods to which the hire-purchase agreement relates, exclusive of any sum payable as a penalty or as compensation or damages for a breach of the hire-purchase agreement;

“lay away plan” means any plan whereby a seller of goods offers such goods for sale to the public on terms which permit periodic payment for such goods and with respect to which delivery is deferred until completion of payment of the entire purchase price;

“Minister” means the Minister responsible for Commerce;

“owner” means the person or his or her agent who lets or delivers possession of goods to a hirer under a hire-purchase agreement and includes a person to whom the owner’s interest in the goods or the owner’s rights or liabilities under the hire-purchase agreement has passed by assignment or by operation of law;

“person” includes a body corporate or an unincorporated body;

“regular price” means the normal price allocated to any good for the purpose of calculating the total sum payable under a hire-purchase agreement;

“Regulations” means Regulations made pursuant to section 63.

Application

3. This Act shall not apply to any credit-sale agreement, hire-purchase agreement or lay away plan made before the commencement of this Act.

PART II

CREDIT-SALE AGREEMENT

Credit-sale agreement

- 4.— (1) A credit-sale agreement shall —
- (a) be in writing in the prescribed form;
 - (b) be printed in type of a size no smaller than the type known as nine-point Times Roman;
 - (c) be made and signed by the buyer and by or on behalf of all other parties to the credit-sale agreement;
 - (d) subject to section 6, contain a statement of —
 - (i) the total purchase price;
 - (ii) the cash price of the goods to which the credit-sale agreement relates;
 - (iii) the amount of each of the installments by which the total purchase price is to be paid;
 - (iv) the date, or the method of determining the date, on which each installment is payable;
 - (v) the number of installments;
 - (vi) all other costs associated with the credit-sale agreement;
 - (vii) where applicable, the rate of interest charged and the rate per cent per annum and the conditions under which the rate per cent per annum may be charged;
 - (viii) a description of the goods to which the credit-sale agreement relates sufficient to identify such goods;
 - (e) contain in a prominent position the words “A Credit-Sale Agreement”.
- (2) A credit-sale agreement or any contract of guarantee relating to the credit-sale agreement and any security given by the buyer in respect of money payable under the credit-sale agreement or contract of guarantee shall not be enforceable unless the requirements specified in subsection (1) are complied with.

Credit-sale agreement to be served on the buyer

5. Subject to section 6, a copy of the credit-sale agreement made pursuant to section 4 shall be sent or delivered to the buyer at his or her address as contained in the credit-sale agreement within seven days of the making of the credit-sale agreement.

Dispensing with certain requirements

6. If the Court is satisfied in any action that a failure to comply with the requirements specified in section 4(1)(d) or section 5 has not prejudiced the buyer, and that it would be just and equitable to dispense with the requirements, the Court may, subject to any conditions that it thinks fit to impose, dispense with those requirements for the purposes of the action.

Avoidance of certain provisions

7. A credit-sale agreement is void if it contains a provision that—

- (a) any person acting on behalf of a seller in connection with the formation or conclusion of a credit-sale agreement is treated as or is deemed to be the agent of the buyer; or
- (b) a seller is relieved from liability for the acts or defaults of any person acting on the seller's behalf in connection with formation or conclusion of a credit-sale agreement.

PART III**HIRE-PURCHASE AGREEMENT****Hire-purchase agreement**

8.— (1) A hire-purchase agreement shall —

- (a) be in writing in the prescribed form;
- (b) be printed in type of a size no smaller than the type known as nine-point Times Roman;
- (b) be signed by or on behalf of the hirer and all other parties to the hire-purchase agreement;
- (c) contain a description of the goods to which the hire-purchase agreement relates or where any part of the consideration is or is to be provided otherwise than in cash, contain a description of that part of the consideration;

(d) specify –

- (i) a date on which the hiring shall be deemed to have commenced;
 - (ii) the number of installments to be paid under the hire-purchase agreement by the hirer;
 - (iii) the amount or the minimum amount of each installment;
 - (iv) the date, or the mode of determining the date, on which each installment is payable;
 - (v) the method by which periodic balances are calculated and by which interest is calculated on those balances; and
 - (vi) the rate of interest charged;
- (e) set out on its first page the financial details of the hire-purchase agreement in a form which is substantially the same as the form prescribed in the Regulations;
- (f) contain a notice which is at least as prominent as the rest of the contents of the hire-purchase agreement in the form prescribed in the Regulations;
- (g) subject to section 23, contain one of the following statements, namely –
- “early completion of this agreement will entitle the hirer to rebates greater than the statutory rebates, as follows: [statement of the particulars].” or
- “early completion of this agreement will entitle the hirer to statutory rebates in accordance with section 23 of the Consumer Credit Act [year and number of Act]”.

(2) Nothing in this section shall prevent the incorporation by reference in any hire-purchase agreement of terms which are set out in full in an earlier hire-purchase agreement entered into between the same parties, but where terms are so incorporated the owner shall, in complying with a request pursuant to sections 13 and 44, provide copies of both hire-purchase agreements to the hirer.

Unenforceable hire-purchase agreements

9.— (1) Subject to subsection (2), an owner shall not be entitled to enforce a hire-purchase agreement or any right to recover the goods from the hirer, and no security by the hirer in respect of money payable

under the hire-purchase agreement or given by a guarantor in respect of money payable under such a contract of guarantee shall be enforceable against the hirer or guarantor by any holder, unless the requirements set out in section 8 have been complied with.

(2) Notwithstanding subsection (1), where the court is satisfied that —

- (a) a failure to comply with any of the requirements set out in section 8 has not prejudiced the hirer; and
- (b) it would be just and equitable to dispense with such of the requirements mentioned in paragraph (a);

the court may, subject to any conditions that it thinks fit to impose, dispense with those requirements for the purpose of the action.

(3) A hire-purchase agreement is void if it includes a provision that —

- (a) an owner or any person acting on his or her behalf is authorized to enter forcibly on any premises for the purpose of taking possession of goods which have been let under a hire-purchase agreement, or is relieved from liability for any such forcible entry;
- (b) the right conferred on a hirer by this Act to terminate the hire-purchase agreement is excluded or restricted;
- (c) any liability in addition to the liability imposed by this Act is imposed on a hirer by reason of the termination of the hire-purchase agreement by him or her under this Act;
- (d) the right conferred on a hirer by this Act to remedy the breach of a hire-purchase agreement in accordance with the provisions of this Act is excluded or restricted;
- (e) a person acting on behalf of an owner in connection with the formation or conclusion of a hire-purchase agreement is treated as or deemed to be the agent of the hirer;
- (f) an owner is relieved from liability for the acts or defaults of any person acting on his or her behalf in connection with the formation or conclusion of a hire-purchase agreement; or
- (g) an owner requires the hirer to purchase any extended warranty during the hire-purchase agreement period.

Insurance

10.— (1) Where an owner provides an option for insurance against risks of goods comprised in the hire-purchase agreement and the hirer accepts the insurance, such insurance shall not be enforceable unless the policy of insurance —

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

(2) Nothing in this section shall limit or restrict the right of the owner to provide insurance with or without charge to the hirer.

(3) For the purposes of this section “independent insurer” means any reputable insurer carrying on business in Saint Lucia except an insurer which is owned or controlled by the owner.

Copy of documents

11.— (1) An owner shall serve or cause to be served on the hirer within fourteen days after the making of a hire-purchase agreement a copy of the hire-purchase agreement.

(2) Where any part of the total sum payable consists of an amount paid or to be paid under a policy of insurance pursuant to section 10 in respect of the goods, the owner shall serve or cause to be served on the hirer within seven days of receipt of the policy, a copy of the policy or statement in writing setting out the terms and conditions of the policy that affect the rights of the hirer.

Discharge of hire-purchase price otherwise than by money

12. Where an owner has agreed that any part of the hire-purchase price may be discharged otherwise than by payment of money, such discharge shall for the purposes of this Act be deemed to be a payment of that part of the hire-purchase price.

Information as to whereabouts of goods

13.— (1) A hirer shall, on receipt of a request in writing from an owner, inform the owner where the goods are at the time when the information is given or, if it is sent by post, at the time of posting.

(2) A hirer shall not —

(a) fail without reasonable cause to give the information required to be given pursuant to subsection (1) within fourteen days of the receipt of the request; or

(b) give any information for the purposes of subsection (1) which he or she knows or has cause to believe is false.

(3) A hirer who contravenes subsection (2) commits an offence and is liable on summary conviction to a fine not exceeding five thousand dollars to imprisonment for a term not exceeding one year or to both.

Care of goods

14.— (1) A hirer shall —

(a) take as much care of the goods to which the hire-purchase agreement relates as a reasonable man would, under similar circumstances, take of his or her own goods of the same bulk, quality and value;

(b) not be responsible for the loss, destruction or deterioration of the goods if he or she has taken the amount of care described in paragraph (a).

(2) A hirer who contravenes subsection (1) shall be liable to make compensation to the owner for any damage caused by failure to take care of the goods in accordance with subsection (1).

Use of goods

15. Where the hirer makes any use of the goods to which the hire-purchase relates which is not in accordance with the conditions of the hire-purchase agreement, the hirer shall be liable to make compensation to the owner for any damage arising to the goods from or during such use.

Assignment by hirer

16.— (1) The right, title and interest of a hirer under a hire-purchase agreement may be assigned absolutely with the consent of

the owner or, if his or her consent is unreasonably withheld, with the leave of the Court.

(2) Except as otherwise provided in this section, a payment or other consideration shall not be required by an owner for his or her consent to such an assignment, and where an owner requires any such payment or other consideration for his or her consent, that consent shall be deemed to be unreasonably withheld.

(3) As a condition of granting his or her consent the owner may stipulate that all defaults under the hire-purchase agreement shall be made good and that the assignee submit a statement of credit worthiness.

(4) An owner may require the hirer and the assignee to pay a reasonable sum in respect of any legal or other expenses incurred by the owner in connection with any such assignment.

(5) Except as provided by the owner, the right, title and interest of the hirer under a hire-purchase agreement shall be capable of passing by operation of law to the personal representative of the hirer, and if the hirer is a body corporate, the liquidator may exercise the same rights under the hire-purchase agreement as the body corporate, but nothing in this subsection shall relieve any personal representative or liquidator from compliance with the provisions of the hire-purchase agreement.

(6) Nothing in this section shall limit the rights of parties to a hire-purchase agreement to make their own bargain with regard to assignments, other than assignments of the type described in subsection (1).

(7) Except as provided in subsection (5), nothing in this section shall apply to the passing by operation of law of the right, title or interest of any person under a hire-purchase agreement.

Assignment by owner

17.— (1) The damages that a hirer may recover from an assignee for breach of a term implied in a hire-purchase agreement or under this Act shall be limited to an amount not exceeding the amount owing by the hirer to the owner under the hire-purchase agreement at the date of the assignment.

(2) Without prejudice to any other rights or remedies to which the assignee may be entitled, the assignee shall, subject to any agreement with the owner, be entitled to be indemnified by the owner against any damage suffered by the assignee by reason of —

- (a) the liability of the assignee to the hirer either in respect of a breach of a term implied in the hire-purchase agreement pursuant to this Act;
- (b) the exercise by the hirer of any right to rescind the hire-purchase agreement; or
- (c) any relief granted by the Court, unless the relief was granted in respect of an act or omission of the assignee.

(3) Where the assignee is entitled to be indemnified by the owner in accordance with subsection (3) the assignee shall also be entitled to exercise any rights that the owner has in respect of the goods comprised in the hire-purchase agreement against the person who supplied those goods to the owner.

(4) An assignment of the rights of the owner under a hire-purchase agreement shall not affect any right of the hirer to rescind the hire-purchase agreement or to recover damages from the person who disposed of the goods under the hire-purchase agreement or the dealer or any person who acted on behalf of either or both of them.

Form and effect of assignment

18.— (1) An assignment made pursuant to sections 16 and 17 shall be in writing and shall specify the full name and address of the assignee.

(2) A copy of the assignment shall be served by the hirer or owner within seven days after the date of its execution by the assignor.

(3) On the absolute assignment of the hire-purchase agreement the assignee shall, unless it is otherwise agreed with the owner in writing, become personally liable to pay the installments remaining unpaid and to perform and observe all other terms of the hire-purchase agreement during the residue of the term of the hire-purchase agreement and to indemnify the hirer in respect of such liabilities.

Sale of goods in hire-purchase agreement

19.— (1) A hirer shall not purport to sell any goods comprised in a hire-purchase agreement or remove or attempt to remove those goods or do any other act in relation to those goods for the purpose of selling the goods

(2) A hirer who contravenes subsection (1) commits an offence and is liable on summary conviction to a fine not exceeding five thousand dollars or to imprisonment for a term not exceeding one year or to both.

Termination

20.— (1) A hirer shall, at any time before the final payment under a hire-purchase agreement falls due, be entitled to terminate the agreement by giving notice of termination in writing to the owner and at the same time or prior to termination of the hire-purchase agreement shall deliver the goods to the owner during ordinary business hours at the place at which the owner carries on business or to the place specified for that purpose in the hire-purchase agreement.

(2) On termination of the hire-purchase agreement, the hirer shall be liable, without prejudice to any liability that has accrued before the termination, to pay the amount, if any, due in respect of the hire-purchase price immediately before the termination, or such less amounts as may be specified in the hire-purchase agreement.

(3) Where a hirer gives notice of termination of a hire-purchase agreement without delivering the goods as required by subsection (1), such notice shall be of no effect and the hire-purchase agreement shall remain in full force.

(4) Where a hire-purchase agreement has been terminated under this section, the hirer shall, if he or she has failed to take reasonable care of the goods, be liable to pay damages for the failure in accordance with section 14.

(5) Nothing in this section shall prejudice any right of a hirer to terminate a hire-purchase agreement otherwise than by virtue of this section.

(6) Where a hirer —

- (a) does any act with regard to the goods to which the agreement relates which is inconsistent with any of the terms of the agreement; or
- (b) breaks an express condition which provides that, on the breach the owner may terminate the agreement;

the owner shall, subject to subsection (7), be entitled to terminate the agreement by giving the hirer notice of termination in writing.

(7) Where a hire-purchase agreement has been terminated in accordance with subsection (6), a suit or application by the owner shall not be made against the hirer for the recovery of the goods unless and until the owner has served on the hirer a notice in writing —

- (a) specifying the particular breach or act complained of; and
- (b) if the breach or act is capable of remedy, requiring the hirer to remedy it and the hirer fails within a period of thirty days from the date of the service of the notice to remedy the breach or act if it is capable of remedy.

Completion

21.— (1) The hirer under a hire-purchase agreement may complete the purchase of the goods by paying or tendering to the owner the net balance due to the owner under the hire-purchase agreement.

(2) The right conferred on the hirer by this section may be exercised by him or her at any time during the continuance of the hire-purchase agreement.

(3) Where a hire-purchase agreement is completed in accordance with this section the owner shall, within fourteen days of completion, send to the hirer a settlement letter.

(4) For the purpose of this section “the net balance due” means —

- (a) where the hire-purchase price is paid on the date of final payment, the amount for the time being payable in terms of the hire-purchase agreement to enable the hirer to acquire title to the goods;
- (b) where the hire-purchase price is paid before the date of final payment, the amount for the time being payable in terms of

the hire-purchase agreement to enable the hirer to acquire title to the goods after taking into account the rebates allowed by the hire-purchase agreement for early completion or the rebates calculated in accordance with section 23, whichever is the greater.

Passing of title

22. The title in the goods to which a hire-purchase agreement relates shall pass to the hirer only on the completion of the purchase in accordance with section 21.

Entitlement to rebates

23.— (1) Subject to subsection (4), where the hire-purchase price is paid before the date of final payment, a hirer shall be entitled to a rebate —

- (a) of the hire-purchase charges;
- (b) for insurance, if the hirer requires any contract for insurance in respect of which he or she has been debited with the premiums under the hire-purchase agreement;
- (c) for maintenance or repairs, if the hirer requires any contract for maintenance or repairs in respect of which he or she has been charged under the hire-purchase agreement.

(2) For the purposes of this section a rebate —

- (a) of the hire-purchase charges —
 - (i) means the hire-purchase charges multiplied by the remaining months of the hire-purchase agreement divided by the total number of months needed to complete the hire-purchase agreement;
 - (ii) where it is agreed in a hire-purchase agreement that the hire-purchase charges have been calculated on a simple interest basis at a rate specified in the hire-purchase agreement on the amount not including the hire-purchase charges outstanding from month to month, means the amount of interest attributable to the period of completed months still to go under the hire-purchase agreement;
- (b) for insurance means the sum of the total amount of premium paid in respect of any annual period not yet commenced;

- (c) for maintenance or repairs means the amount derived by multiplying the amount charged for maintenance or repairs by the number of months remaining under the hire-purchase agreement and dividing the result by the total number of months needed to complete the hire-purchase agreement.
- (3) The hirer shall not be entitled to rebates if —
- (a) the regular price of the goods comprised in the hire-purchase agreement is less than one hundred dollars;
 - (b) the hirer is not bound to pay anything for hire-purchase charges, insurance, maintenance or repairs.

Defaults in payments

24.— (1) Where a hirer fails to pay any installment of the hire-purchase price which is then due, the owner may attempt to collect the unpaid sums or employ the services of a debt collector to do so.

(2) An owner or debt collector employed pursuant to subsection (1) shall in attempting to collect the unpaid sum —

- (a) identify himself or herself to the hirer;
- (b) state to the hirer —
 - (i) the number of the installments and the total sum which the hirer has failed to pay;
 - (ii) the name of the owner on whose behalf he or she is acting;
 - (iii) that he or she has thirty days within which to dispute the validity of the default;
 - (iv) that if within the thirty day period the hirer disputes the default he or she will obtain verification of the default and a copy of the verification will be mailed to the hirer by the debt collector.

(3) Where the hirer notifies the owner or debt collector within the thirty day period that the default is disputed the debt collector shall cease collection of the sum of money until the owner or debt collector obtains verification and a copy of such verification is mailed to the hirer by the owner or debt collector.

- (4) An owner or debt collector shall not —
- (a) use or threaten to use violence or other criminal means to harm the physical person, reputation or property of any person;
 - (b) use obscene or profane language the natural consequence of which is to abuse the hearer or reader;
 - (c) use any false representation or deceptive means to collect or attempt to collect the unpaid sum or to obtain information concerning a hirer;
 - (d) threaten to take any action that cannot legally be taken or that is not intended to be taken;
 - (e) communicate or threaten to communicate to any person credit information which is known or which should be known to be false, including the failure to communicate that an unpaid sum is disputed;
 - (f) collect any amount that is not expressly authorized by the agreement;
 - (g) collect any money during the hours of 7p.m. and 7a.m.

(5) If a hirer owes on more than one hire-purchase agreement and he or she makes any single payment to an owner or debt collector with respect to such hire-purchase agreements, the owner or debt collector may not apply such payment to any default which is disputed by the hirer and, where applicable, shall apply such payment in accordance with the hirer's direction.

Repossession by owner

25.— (1) Subject to section 26, where goods have been let under a hire-purchase agreement and less than seventy percent of the hire-purchase price has been paid, the owner may exercise his or her right to recover possession of the goods if the only breach in respect of which the owner seeks to enforce his or her right to recover possession of such goods is a failure by the hirer to pay any installment of the hire-purchase price which is then due.

(2) Where an owner takes possession of the goods under a hire-purchase agreement in contravention of subsection (1), the hirer may apply to the Court and the Court, having regard to —

- (a) the conduct of the parties; and

(b) such other matters as it thinks proper;

may make such order as to costs, expenses, damages, compensation, penalty or relief as is reasonable, whether or not the granting of relief involves a variation of the terms of the hire-purchase agreement, as the Court in the circumstances of each case thinks fit.

Notice of intention to repossess

26.— (1) An owner shall not exercise his or her right to repossess pursuant to section 25 unless he or she has given to the hirer twenty-one clear days notice in the form prescribed by the Regulations.

(2) The notice required under subsection (1) shall —

- (a) specify that the hirer has failed to pay installments of the hire-purchase price which are due;
- (b) require the hirer to remedy the default within a period of not less than ten days after the service of the notice.

(3) An owner need not comply with subsection (1) 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 hire-purchase agreement, but the onus of proving the existence of those grounds shall lie on the owner.

(4) An owner shall not exercise any power of taking possession of goods comprised in a hire-purchase agreement unless the hirer has failed within the period specified in the notice to remedy the default.

(5) For the purposes of this section, a notice shall be deemed to have been given if it is directed to the hirer and delivered at or dispatched by registered letter to his or her address as mentioned in the hire-purchase agreement.

Exercise of repossession

27.— (1) Where an owner wishes to exercise his or her right to repossess under section 25 such owner shall identify himself or herself.

(2) An owner shall not —

- (a) use or threaten to use violence or other criminal means to harm the physical person, reputation or property of any person;

- (b) use obscene or profane language;
- (c) repossess any goods during the hours of 7p.m. and 7a.m.

(3) For the purposes of this section “owner” includes a debt collector employed under section 24.

Obstruction or resistance

28.— (1) A hirer shall not willfully and forcibly obstruct or resist an owner who is lawfully exercising any power of taking possession of the goods comprised in a hire-purchase agreement.

(2) A hirer who contravenes subsection (1) commits an offence and is liable on summary conviction to a fine not exceeding five thousand dollars or to imprisonment for a term not exceeding one year or to both.

Acknowledgement of receipt of goods

29.— (1) Where the owner takes possession of goods that were comprised in a hire-purchase agreement, he or she shall —

- (a) deliver or cause to be delivered to the hirer personally a document acknowledging receipt of the goods; or
- (b) if the hirer is not present at that time send to the hirer immediately after taking possession of the goods a document acknowledging receipt of the goods.

(2) The document acknowledging the receipt of the goods required under subsection (1) shall set out a short description of the goods and the date on which, the time at which and the place where the owner took possession of the goods.

(3) If the notice required by subsection (1) is not served, the rights of the owner under the hire-purchase agreement shall terminate.

(4) If the hirer exercises his or her rights under this Act to recover the goods so taken possession of, the hire-purchase 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 under subsection (1) had been duly given.

Settlement after repossession

30.— (1) The hirer shall be entitled, at any time after the owner has taken possession of the goods but before the owner sells or agrees to sell the goods, to settle his or her obligations under the hire-purchase agreement by paying to the owner the amount required to settle the hire-purchase agreement, calculated in accordance with subsection (2), and on receipt or tender of that amount the owner shall deliver the goods to the hirer and the rights and obligations of the parties to the hire-purchase agreement shall be satisfied.

(2) For the purposes of this section the amount required to settle the hire-purchase agreement shall be —

- (a) the net balance due;
- (b) the reasonable costs and expenses of the owner of and incidental to his or her taking possession of, holding, storing, repairing, maintaining, valuing and preparing for the sale of, the goods and of his or her returning them to the order of the hirer; and
- (c) the costs reasonably and actually incurred by the owner in doing any act, matter or thing necessary to remedy any breach of the hire-purchase agreement by the hirer.

(3) Where the owner takes possession of any goods comprised in a hire-purchase agreement and the unpaid balance of the hire-purchase price has been paid in accordance with this section, the hirer may, within fourteen days after the service on him or her of the notice in section 26 and by giving the owner notice in writing signed by him or her, require the owner to redeliver the goods that have been repossessed.

(4) 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.

(5) For the purpose of this section “the net balance due” means the amount for the time being payable in terms of the hire-purchase agreement to enable the hirer to acquire title to the goods.

Sale of goods by owner

31.— (1) An owner shall, after the expiration of fourteen days, sell the goods if the hirer does not exercise the rights conferred on him or her by section 30.

(2) The sale may be by auction, public tender or by private sale but, in any case, the owner shall ensure that every aspect of the sale, including the manner, time, place and terms, is commercially reasonable and, in particular, shall use all reasonable efforts to obtain the best price.

(3) The owner and the hirer shall each be entitled to bid at any public auction or, where the goods are offered for sale by public tender, to submit tenders as the case may require, and if the owner is the successful bidder or tenderer, the goods shall, for the purpose of this Act, be deemed to have been sold for the amount of his or her bid or tender.

Repossession by owner by court action

32.— (1) Where goods have been let under a hire-purchase agreement and seventy percent or more of the hire-purchase price has been paid, the owner shall not enforce any right to recover possession of the goods otherwise than by court action.

(2) Where an owner recovers possession of goods in contravention of subsection (1), the hire-purchase agreement, if not previously terminated, shall terminate, and —

- (a) the hirer shall be released from all liability under the hire-purchase agreement and shall be entitled to recover from the owner in an action for money had and received all sums paid by the hirer under the hire-purchase agreement or under any security given by him or her in respect of the hire-purchase agreement; and
- (b) a guarantor shall be entitled to recover from the owner in an action for money had and received all sums paid by him or her under the contract of guarantee or under any security given by him or her in respect of the contract of guarantee.

(3) An owner shall not take any step to enforce payment of any sum due under the hire-purchase agreement or under any contract of guarantee relating to the hire-purchase agreement, except by claiming the sum in the action commenced pursuant to subsection (1).

(4) Subject to such exceptions as may be provided for by rules of court, all the parties to the hire-purchase agreement and any guarantor shall be made parties to the action.

(5) Pending the hearing of the action the court shall, in addition to any other powers, have power on the application of the owner to make such orders as the court thinks just for the purpose of protecting the goods from damage or depreciation, including orders restricting or prohibiting the use of the goods or giving directions as to their custody.

(6) A person shall not fail to comply with an order made pursuant to subsection (5).

(7) A person who contravenes subsection (6) commits an offence and is liable on summary conviction to a fine not exceeding five hundred dollars.

Court's powers on hearing of court action

33.— (1) On the hearing of the action pursuant to section 32, the Court may, without prejudice to any other power —

- (a) make an order for the specific delivery of all the goods to the owner;
- (b) make an order for the specific delivery of all the goods to the owner and postpone the operation of the order on condition that the hirer or any guarantor pays the unpaid balance of the hire-purchase price at such times and in such amounts as the court, having regard to the means of the hirer and of any guarantor, thinks just, and subject to the fulfillment of such other conditions by the hirer or a guarantor as the court thinks just; or
- (c) make an order for the specific delivery of a part of the goods to the owner and for the transfer to the hirer of the owner's title to the remainder of the goods.

(2) An order shall not be made under paragraph (b) of subsection (1) unless the hirer satisfies the Court that the goods are in his or her possession or control at the time when the order is made.

(3) The Court shall not make an order transferring to the hirer the owner's title to a part of the goods unless it is satisfied that the amount which the hirer has paid in respect of the hire-purchase price exceeds the price of that part of the goods by at least one-third of the unpaid balance of the hire-purchase price.

(4) If in an action to which this section applies an offer as to the conditions for the postponement of the operation of any order under paragraph (b) of subsection (1) is made by the hirer and accepted by the owner in accordance with rules of court, an order under that paragraph may be made by the court in accordance with the said offer without hearing evidence as to the matters specified in the said paragraph (b) or in subsection (2).

(5) Where a guarantor is a party to the action an order pursuant to subsection (4) shall not be made before the date fixed for the hearing of the action.

(6) Where damages have been awarded against the owner in the proceedings the Court may treat the hirer as having paid in respect of the hire-purchase price in addition to the actual amount paid, the amount of the damages, or such part of the damages as the Court thinks fit, and the damages shall accordingly be remitted either in whole or in part.

(7) If at any time before the hearing of an action to which this section applies the owner has recovered possession of a part of the goods, the references in subsection (1) to all the goods shall be construed as references to all the goods which the owner has not recovered, and if the parties have not agreed on an adjustment of the hire-purchase price in respect of the goods so recovered, the Court may, for the purposes of paragraphs (b) and (c) of subsection (1), make such reduction of the hire-purchase price and of the unpaid balance as the court thinks just.

(8) Where an owner has recovered a part of the goods let under a hire-purchase agreement and the recovery was effected in contravention of section 25, the provisions of this section shall not apply in relation to any action by the owner to recover the remainder of the goods.

(9) For the purposes of this section —

“order for specific delivery of the goods to the owner” means an order for delivery of the goods to the owner, without giving the hirer an option to pay their value;

“price” in relation to any goods means such part of the hire-purchase price as is assigned to those goods in the hire-purchase agreement, or, if no such assignment is made, such part of the hire-purchase price as the Court may determine.

Effect of postponement of order in section 33

34.— (1) While the operation of an order for the specific delivery of goods to the owner is postponed under section 33, the hirer shall be deemed to be a bailee of the goods under and on the terms of the hire-purchase agreement.

(2) Subsection (1) shall not apply if —

- (a) no further sum shall be or become payable by the hirer or guarantor on account of the unpaid balance of the hire-purchase price, except in accordance with the terms of the order; and
- (b) the court may make such further modification of the terms of the hire-purchase agreement and of any contract of guarantee relating to the hire-purchase agreement as the court considers necessary having regard to the variation of the terms of payment.

(3) If while the operation of an order for the specific delivery of the goods to the owner is postponed the hirer or guarantor —

- (a) fails to comply with any condition of the postponement, or with any term of the hire-purchase agreement as varied by the court; or
- (b) wrongfully disposes of the goods;

the owner shall not, subject to subsection (4), take any civil proceedings against the hirer or guarantor otherwise than by making an application to the Court by which the order was made.

(4) In the case of a breach of any condition relating to the payment of the unpaid balance of the hire-purchase price, it shall not be necessary for the owner to apply to the Court for leave to execute the order unless the Court has so directed.

(5) When the unpaid balance of the hire-purchase price has been paid in accordance with the terms of the order, the owner's title to the goods shall vest in the hirer.

(6) The Court may at any time during the postponement of the operation of an order for the specific delivery of the goods —

- (a) vary the conditions of the postponement and make such further modification of the hire-purchase agreement and of any contract of guarantee relating to the hire-purchase agreement as the Court considers necessary having regard to the variation of the conditions of the postponement;
- (b) revoke the postponement;
- (c) make an order, in accordance with section 33, for the specific delivery of a part of the goods to the owner and for the transfer to the hirer of the owner's title to the remainder of the goods.

(7) Where a postponed order for the specific delivery of goods of the owner has been made under section 33(1)(b), the powers of the Court under paragraphs (a) and (c) of subsection (6) may be exercised, notwithstanding that any condition of the postponement has not been complied with, at any time before the goods are delivered to the owner in accordance with a warrant issued in pursuance of the order and where such a warrant has been issued the court shall —

- (a) if the court varies the conditions of the postponement under subsection (6)(a), suspend the warrant on the like conditions;
- (b) if the Court makes an order under subsection (6)(c) for the specific delivery of a part of the goods to the owner and for the transfer to the hirer of the owner's title to the remaining part, cancel the warrant so far as it provides for the delivery of the last-mentioned part of the goods.

(8) At any time before the delivery of the goods to the owner in accordance with a warrant issued pursuant to subsection (7), the warrant may, so far as it provides for the delivery of the goods, be discharged by the payment to the owner by the hirer or guarantor of the whole of the unpaid balance of the hire-purchase price and in any such case the owner's title to the goods shall vest in the hirer.

PART IV LAY AWAY PLAN

Enforceable lay away plan

35.— (1) A lay away plan shall be enforceable if it —

- (a) is in writing in the prescribed form;
- (b) is printed in type of a size no smaller than the type known as nine-point Times Roman;

- (c) is signed by or on behalf of the consumer and all the parties to the lay away plan;
- (d) contains a description of the good which includes —
 - (i) the color of the good;
 - (ii) the size of the good;
 - (iii) the stock number of the good, if applicable;
 - (iv) the model number, if applicable;
 - (v) trade name or manufacturer, if applicable;
- (e) specifies the —
 - (i) required payment amounts;
 - (ii) dates when payments are due; and
 - (iii) dates when the final payment must be made, if applicable;
- (f) contains a cancellation, refund and late payment policy; and
- (g) identifies service or lay away charges.

Interest

36. A seller shall not apply interest charges to the purchase price of any good on the lay away plan.

Copy of lay away plan

37. A seller shall serve or cause to be served on the consumer within fourteen days after the making of a lay away plan a copy of the lay away plan.

Receipt

38.— (1) Where a consumer makes the required payment amount on the date when payment is due, the seller shall give to the consumer a receipt.

(2) A receipt given pursuant to subsection (1) shall state the amount paid and the balance due.

Cancellation

39.— (1) A consumer may, at any time before the final payment under a lay away plan falls due, be entitled to cancel the lay away plan by giving notice of cancellation in writing to the seller.

(2) Where a consumer defaults in paying installments on the lay away plan, the seller shall be entitled to cancel the lay away plan by giving the consumer notice of cancellation in writing.

(3) Where a lay away plan is cancelled pursuant to subsection (2) a seller may retain a cancellation fee which shall not exceed five percent of the purchase price.

Completion

40.— (1) The consumer under a lay away plan may complete the purchase of the goods by paying or tendering to the seller the amount payable under the lay away plan.

(2) The right conferred on the consumer by this section may be exercised by him or her at any time during the continuation of the lay away plan.

(3) Where a lay away plan is completed in accordance with this section the seller shall, within fourteen days of completion, send to the consumer a settlement letter.

Passing of title

41. The title in the goods to which a lay away plan relates shall pass to the consumer only on the completion of the purchase in accordance with section 40.

PART V GENERAL

Identification of purchase price

42.— (1) Subject to subsection (2), prior to any agreement, the seller or owner shall state in writing to the prospective consumer —

- (a) in the case of a credit-sale agreement or a lay away plan, the cash price of the goods and the rate of interest charged; and
- (b) in the case of a hire-purchase agreement, the hire-purchase price of the goods.

(2) Notwithstanding subsection (1), the seller or owner may not state in writing the purchase price of the goods where —

- (a) the consumer has inspected the goods or like goods and at the time of his or her inspection tickets or labels were attached to or displayed with the goods clearly stating the purchase price, either of the goods as a whole or of all the different articles or sets of articles comprised in the goods;
- (b) the consumer has selected the goods by reference to a catalogue, price list or advertisement, which clearly stated the purchase price either of the goods as a whole or of all the different articles or sets of articles comprised.

(3) An agreement formed without complying with this section shall not be enforceable.

Deposits

43. An owner or seller may accept a deposit which goes towards the purchase price of the goods.

Supply of documents and information

44.— (1) At any time before the final payment has been made under an agreement, a consumer or guarantor may request in writing from the owner or seller a copy of the agreement and information with respect to —

- (a) the amount paid by or on behalf of the consumer or guarantor;
- (b) the amount which has become due under the agreement but remains unpaid, the date on which each unpaid installment became due, and the amount of each such installment; and
- (c) the amount which is to become payable under the agreement, the date or the mode of determining the date on which each future installment is to become payable and the amount of each such installment.

(2) The request in writing pursuant to subsection (1) shall contain an address to which the copy of the agreement and statement must be sent.

(3) The information requested pursuant to subsection (1) shall be effected in a statement signed by the owner or seller and shall be served on the consumer within fourteen days of the owner or seller receiving the request on the payment of ten dollars.

(4) Notwithstanding this section, an owner or seller may not comply with a request made under subsection (1) if —

- (a) he or she has sent the consumer a copy of the agreement and the statement within a period of three months immediately preceding the request; or
- (b) the request is not accompanied by a payment of ten dollars.

(5) In the event of a failure without reasonable cause to comply with subsection (1), then, while the default continues —

- (a) a person shall not be entitled to enforce the agreement against the hirer or buyer or to enforce any contract of guarantee relating to the agreement, and, in the case of a hire-purchase agreement, the owner shall not be entitled to enforce any right to recover the goods from the hirer; and
- (b) no security given by the hirer or buyer in respect of money payable under the agreement or given by a guarantor in respect of money payable under such a contract of guarantee shall be enforceable against the hirer or buyer or the guarantor by any holder;

and if the default continues for a period of one month, the defaulter shall be liable on summary conviction to a fine not exceeding five hundred dollars.

Contract of guarantee

45. A consumer who wishes to enter an agreement may enter into a contract of guarantee whereby a person other than the consumer makes an assurance that the consumer will perform his or her obligations under the agreement.

Guarantors

46.— (1) A guarantor shall not by reason of the operation of this Act be discharged from liability under his or her guarantee.

(2) A guarantor shall not be liable to any further extent than the consumer the performance of whose obligations he or she guarantees.

(3) Nothing in this Act shall affect any agreement by the guarantor binding him or her to the performance of any obligation which is not one of the obligations imposed on the consumer under the agreement in respect of which the guarantee is given.

Rights of guarantor

47.— (1) A guarantor may at any time secure his or her discharge by paying the amount due from the consumer to the seller or owner.

(2) Where a guarantor has made a payment pursuant to subsection (1), he or she shall be entitled to sue the consumer for any breach of the consumer's obligation under the agreement.

(3) The guarantor is entitled in the event of any claim being made against him or her by the owner or seller on the guarantee to avail himself or herself of any set-off or counterclaim which the consumer may possess against the seller or owner.

(4) The guarantor is entitled to be indemnified by the consumer against any claim made by the seller or owner on the guarantee.

(5) The guarantor is entitled to compel the consumer to pay the installments in respect of the agreement as and when they fall due and for this purpose the guarantor may apply to the Court for an order to that effect.

Guarantor not to seize

48. Nothing in this Part entitles the guarantor to seize from the consumer any goods comprised in the agreement.

Agreements by distance selling

49.— (1) An agreement may be entered into where there is not physical encounter between seller or owner and consumer but carried out by —

- (a) catalogue or order form;
- (b) telephone;
- (c) email or internet.

(2) Where an agreement is formed by any of the means referred to in subsection (1), a seller or owner shall provide the consumer the following information before the agreement is concluded —

- (a) company's name and address for service;
- (b) main characteristics of the goods including a photograph of the goods and the product numbers and serial numbers of the goods;

- (c) the price of the goods, including all taxes;
- (d) any delivery costs;
- (e) details of payment and delivery or performance;
- (f) cost of using distance communication if not calculated at the basic rate;
- (g) period for which the offer or the price is valid.

(3) An agreement formed under subsection (1) shall be concluded in writing or on a permanent data carrier and shall contain the following information —

- (a) the address of the organization to which complaints may be made;
- (b) information on warranties and guarantees.

(4) For the purposes of this section “permanent data carrier” means a disk, CD ROM or any other electronic record.

Limitation on charges

50.— (1) Charges in relation to an agreement shall be calculated as a rate percent per annum in accordance with the formula prescribed in the Regulations.

(2) Where an agreement is entered into in contravention of this section, the consumer may, by notice in writing to the seller or owner signed by the consumer, elect to treat the agreement as void or to have his or her liability reduced by the amount included in the agreement for charges.

(3) Where the consumer elects to treat the agreement as void, the agreement shall be void and the amount paid or provided whether by cash or other consideration by or on behalf of the consumer under the agreement shall be recoverable by action as a debt due to him or her by the seller or owner.

(4) Where the consumer elects to have his or her liability reduced by the amount included in the agreement for charges, his or her liability shall be reduced by that amount and that amount may be set-off by the consumer against the amount that would otherwise be due under the agreement and to the extent to which it is not so set-off, may be recovered by action by the consumer as a debt due to him or her by the seller or owner.

Installation charges

51.— (1) Where under an agreement the owner or seller is required to carry out any installation, the consumer shall be notified of the amount to be paid in respect of the installation but such amount shall not be treated for the purposes of this Act as part of the purchase price.

(2) For the purposes of this section “installation” means —

- (a) the installing of an electric supply line or a water line;
- (b) the fixing of goods to which the agreement relates to the premises where they are to be used and the alteration of premises to enable any such goods to be used;
- (c) where it is reasonably necessary that any such goods should be constructed or erected on the premises where they are to be used, any work carried out for the purpose of such construction or erection.

Variation of agreements

52.— (1) The parties to an agreement may agree from time to time to vary that agreement and such variation shall not be enforceable by the seller or owner without the leave of the Court and subject to such conditions, if any, as the Court may impose unless subsections (2) and (3) are complied with.

(2) A note or memorandum in writing of the variation shall be executed by the seller or owner and shall contain all the terms of the variations and shall show —

- (a) the date on which the variation is made;
- (b) the amount of money then owing under the agreement, whether or not it is increased or reduced by the variation; and
- (c) if the date of payment of any installment is changed, or if the amount of any of the installments is increased or reduced by the variation, such change, increase or reduction in payment.

(3) A copy of the memorandum in writing of the variation shall be given to the consumer immediately after the seller or owner executes it.

Implied conditions and warranties

53.— (1) In an agreement there shall be implied —

- (a) a condition that the seller or owner will have the right to sell the goods at the time when the goods are to pass;
- (b) a warranty that the goods will be free from any charge or encumbrance in favour of any third party at the time when the property is to pass;
- (c) a warranty that the consumer shall enjoy quiet possession of the goods.

(2) In an agreement there shall be an implied condition that at the time when the goods are delivered to the consumer they shall be, or where they were so delivered before the agreement was entered into they were, at the time of delivery, of merchantable quality; but such a term shall not be implied —

- (a) as regards defects which are specified in the agreement if the seller or owner proves that the defects were specifically drawn to the consumer's attention and accepted by him or her in writing before the agreement was entered into;
- (b) if the consumer examined the goods or a sample of them before the agreement was entered into as regards defects which the examination ought to have revealed;
- (c) if the goods are second hand goods and the agreement contains a statement —
 - (i) signed by the consumer in the following terms –

“I understand that the goods to which this agreement relates are second-hand goods and that [insert name of seller or owner] does not promise that they are fit for use or for any particular purpose”; and
 - (ii) that all conditions and warranties as to quality are expressly negated.

(3) For the purposes of this section goods of any kind are of merchantable quality if they are as fit for the purpose for which goods of that kind are commonly bought as it is reasonable to expect having regard to their price, any description applied to the goods and all the other circumstances.

Implied term as to fitness

54.— (1) Where the consumer under any agreement, expressly or by implication, makes known to the seller, owner or to the dealer or to any servant or agent of the seller, owner or the dealer the particular purpose for which the goods are required, there shall be implied in the agreement a condition that at the time when the goods are delivered to the consumer, or where they were so delivered before the agreement was entered into, they were at the time of delivery, reasonably fit for that purpose, whether or not that is a purpose for which such goods are commonly bought, except where —

- (a) the goods are second hand goods;
- (b) the circumstances otherwise show that the consumer does not rely, or that it is unreasonable for the consumer to rely, on the seller's, owner's or dealer's skill or judgement; or
- (c) all conditions and warranties of fitness and suitability are expressly negated and the seller or owner proves that the consumer has acknowledged in writing that the statement was brought to his or her notice.

(2) Without prejudice to any other rights and remedies to which a seller or owner may be entitled, where the consumer has made known expressly or by implication to the dealer the particular purpose for which the goods are required, the seller or owner is entitled to be indemnified by the dealer against any damage suffered by the seller or owner through the operation of subsection (1) unless the dealer was authorized by the seller or owner to state or imply that the goods were reasonably fit for the particular purpose.

Disposal of goods by sample or description

55.— (1) In an agreement where the goods are disposed of by reference to a sample, there shall be implied in the agreement —

- (a) a term that the goods will correspond with the sample in quality; and
- (b) a condition that the consumer will have a reasonable opportunity of comparing the goods to the sample.

(2) In an agreement where the goods are disposed of by description there shall be implied in the agreement a term that the goods will correspond with the description.

(3) If the goods are disposed of or agreed to be disposed of by reference to a sample as well as by description, it shall not be sufficient that the goods correspond with the sample if the goods do not also correspond with the description.

Assessment of damages

56. The damages that a consumer may recover for breach of a term implied in an agreement shall be assessed, in the absence of evidence to the contrary, on the basis that the consumer will complete the purchase of the goods or would have completed purchase if the goods had complied with the term.

Other implied terms

57. Nothing in this Act shall limit or affect in any way any other enactment or rule of law whereby any term is to be implied in any agreement.

Liability for misrepresentations

58.— (1) Where a misrepresentation is made by the owner or seller or on behalf of an owner or seller, a consumer has the right of action in damages against such owner or seller.

(2) Without prejudice to any other rights or remedies to which a seller or owner may be entitled, a seller or owner shall be entitled, where the misrepresentation was made without his or her expressed or implied authority to be indemnified by the person who made such misrepresentation against any damage suffered by the seller or owner by virtue of this section.

Appropriation

59. A consumer who is liable to make payments in respect of two or more agreements to the same seller or 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 require the seller or owner to appropriate the sum so paid by him or her in or towards the satisfaction of the sum due under any one of the agreements or towards the satisfaction of the sums due under any two or more of the agreements in such proportions as he or she thinks fit.

Reopening of transactions

60.— (1) In any proceedings under this Act where it appears to the Court that the —

- (a) interest directly or indirectly charged or included in the amounts payable under the agreement is excessive;
- (b) amounts charged for insurance, maintenance, repairs, expenses, inquiries, premiums, renewals or any other charges are excessive;
- (c) agreement or any term of the agreement is harsh or unconscionable; or
- (d) powers conferred by the agreement or this Act are harsh and unconscionable;

the Court may reopen the transaction.

(2) The Court in reopening any transaction pursuant to subsection (1) may, notwithstanding any statement or settlement of accounts or any agreement purporting to close previous dealings and create a new obligation —

- (a) reopen any account already taken between the parties;
- (b) relieve the consumer and any guarantor from payment of any sum in excess of such sum in respect of the cash price, the cost of credit, and other charges as the Court, having regard to the risk and all the other circumstances, adjudges to be fairly and reasonably payable;
- (c) grant to the consumer or to any guarantor relief by way of restitution, compensation, variation of the agreement or otherwise as the Court in its discretion thinks just;
- (d) set aside, either wholly or in part, or revise or alter any agreement made or security given in connection with the transactions;
- (e) give judgment for any party for such amounts as having regard to the relief, if any, which the Court thinks fit to grant or is justly due to that party;
- (f) if it thinks fit, give judgment against any party for delivery of all or part of the goods, if they are in his or her possession; and
- (g) make such other order as justice requires.

(3) Where it appears to the Court that any person other than the seller or owner has shared in the profits of or has any beneficial interest, prospectively or otherwise, in a transaction in respect of which the Court may exercise any of its powers under subsection (1) or (2), the Court may —

- (a) add that person as a party to the case; and
- (b) give judgment against that person for such amount as it thinks fit or for the delivery of all or part of the goods if they are in the possession of that person;
- (c) may make such order in respect of that person as it thinks fit.

(4) Subject to subsection (6), proceedings may be instituted in the Court by the consumer or any guarantor under an agreement for the purpose of obtaining relief under this section.

(5) For the purposes of this section the Court —

- (a) shall have and may exercise any of its powers conferred on it by this section notwithstanding that the time for payment of any of the amounts payable under the agreement may not have arrived;
- (b) may receive evidence of commercial practice in the agreements relating to goods of the same kind or the same value.

(6) A consumer or guarantor under an agreement is not entitled to institute proceedings under this section —

- (a) in any case where the owner has taken possession of the goods comprised in the hire-purchase agreement, after the expiration of a period of six months;
- (b) in any other case, after the expiration of a period of six months from the time when the agreement is closed.

Power of Court to extend times

61. Any time prescribed by this Act for the service or giving of any notice or other document or for the commencement of any proceedings may, on any application made to the Court, either before or after the expiration of that time but after notice to the other party to the agreement, be extended by the Court for such further period, and on such conditions, as the Court thinks fit.

Service of notices and documents

62.— (1) Any notice or other document required or authorized by this Act to be served on or given to any person shall be in writing and shall be sufficiently served or given if it is delivered to that person or if it is left at his or her usual or last known place of abode or business or at an address specified for that purpose in the agreement, or if it is posted in a letter addressed to him or her by name at that place of abode or business or address.

(2) If the person is absent from Saint Lucia the notice or other document may be served on or given to his or her agent in Saint Lucia and if the person is deceased, it may be served on or given to his or her personal representative.

(3) If the person is not known or is absent from Saint Lucia and has no known agent in Saint Lucia or is deceased and has no personal representatives, the notice or other document shall be served or given in such manner as may be directed by an order of the Court.

(4) If any notice or other document required or authorized by this Act is sent to any person by registered letter it shall be deemed to have been delivered to him or her on the fourth day after the day on which it was posted, and in proving the delivery it shall be sufficient to show that the letter was properly addressed and posted.

(5) The Court may in any case make an order directing the manner in which any notice or other document is to be served or given or dispensing with the service or giving of notice.

(6) This section does not apply to notices or other documents served or given in any proceedings in the Court.

PART VI
MISCELLANEOUS

Regulations

63.— (1) The Minister may make Regulations necessary for giving full effect to this Act and for its due administration.

(2) Without prejudice to subsection (1), the Minister may make Regulations —

- (a) prescribing any notices or forms for the purposes of this Act;
- (b) prescribing the formula to calculate the rate percent per annum pursuant to section 50;
- (c) prescribing offences in respect of the contravention of or non-compliance with any regulations made under this Act.

Repeal

64. The Hire-Purchase Act, Cap. 13.15 is repealed.

Passed in the House of Assembly this 27th day of June, 2006.

J. BADEN ALLAIN,
Speaker of the House of Assembly.

Passed in the Senate this 20th day of July, 2006.

HILFORD DETERVILLE,
President of the Senate.