(8) Single power supply with standby batteries with sufficient capacity to operate the whole installation for 12 hours shall be provided.

(9) In the event of any failure in the equipment other than electric bulbs, the half-barriers shall descend. In such a case the traffic signs shall be illuminated as soon as the barriers start to fall and shall remain illuminated until the failure has been rectified and the half-barriers have begun to rise. In the event of a failure of all the red flashing lights facing in any one direction during the warning period, or when the half-barriers are descending or are lowered both the half-barriers shall descend or remain lowered as the case may be.

(10) Each half-barrier shall be capable of being moved by hand.

EXPLANATORY NOTE

(This Note is not part of the Order but is intended to indicate its general purport.)

This Order provides for the provision and maintenance of a system of automatic barriers in lieu of manually operated crossing gates at the railway level crossing at Lissue, Co. Antrim.

1967. No. 38 **[NC]**

HIRE-PURCHASE

Documents—Legibility and Statutory Statements

REGULATIONS, DATED 23RD FEBRUARY 1967, MADE BY THE MINISTRY OF COMMERCE UNDER SECTIONS 7, 9 AND 32 OF THE HIRE-PURCHASE ACT (NORTHERN IRELAND) 1966.

The Ministry of Commerce in exercise of the powers conferred upon it by sections 7(2), 9(4) and 32 of the Hire-Purchase Act (Northern Ireland) 1966(**a**), and of all other powers enabling it in that behalf, hereby makes the following Regulations:

PART I

GENERAL

Citation and Commencement

1. These Regulations may be cited as the Hire-Purchase (Documents) (Legibility and Statutory Statements) Regulations (Northern Ireland) 1967, and shall come into operation on 1st April 1967.

Revocation

2. The Hire-Purchase (Documents) (Legibility and Statutory Statements) Regulations (Northern Ireland) 1966(**b**) are hereby revoked.

Interpretation

3. In these Regulations "the Act" means the Hire-Purchase Act (Northern Ireland) 1966; "letter" and "lettering" include figures.

(a) 1966. c. 42 (N.I.). (b) S.R. & O. (N.I.) 1966, No. 102.

PART II

LEGIBILITY OF DOCUMENTS

4. Every document to which this Part applies shall comply with the following provisions of the said Part.

5.—(1) The paper of the document shall be white and, except as otherwise provided in these Regulations, the lettering of the document shall be black or dark grey.

(2) The lettering, apart from any signature, shall be clear.

6.—(1) The following parts of the contents of the document may consist of handwriting or a reproduction of handwriting, that is to say—

(*a*) particulars relating to any person named in the document;

(*b*) particulars of the goods;

(*c*) the financial particulars of any transaction, including the date on which, or the period for which, any payment is to be made;

(*d*) any signature or copy thereof;

(*e*) any date;

(*f*) any amount (whether in figures or words) inserted in the notice mentioned in section 7(1)(*e*) of the Act or in a copy of that notice;

(*g*) in the case of a document referred to in Regulation 9(1)(*b*) or a copy of such a document, the words "all the" or the number referred to in Regulation 9(2) included within the space outlined for the signature of the buyer.

(2) Except as provided in paragraph (1) the contents of the document shall not consist of handwriting or a reproduction thereof.

(3) Any signature may be in any colour, and the colour of the lettering in any other part of the contents of the document which by virtue of this Regulation may consist of, and which does consist of, handwriting may be blue.

7.—(1) The lettering in the document shall be roman or upright sanserif.

(2) The height of the smallest letter in the document shall be not less than ·056 of an inch, and the width of any column in the document shall not exceed $4\frac{1}{2}$ inches:

Provided that the limit on the width of the column shall not apply to any part of the document if the height of the smallest letter in that part of the document is not less than ·067 of an inch.

(3) Subject to the provision of Regulation 10(7) the lettering in the document shall not be in capital letters except that capital letters may be used—

(*a*) for the initial letters of words; or

(*b*) in headings.

(4) This Regulation shall not apply to—

(*a*) any part of the contents of the document which by virtue of Regulation 6 may consist of, and which does consist of, handwriting or a reproduction thereof;

(*b*) any instructions for the completion of the document.

(5) Paragraph (3) shall not apply to any part of the contents of the document which by virtue of Regulation 6 may consist of handwriting or a reproduction of handwriting.

8. This Part shall apply to documents of the following descriptions, that is to say,—

(*a*) any hire-purchase agreement, any credit-sale agreement under which the total purchase price exceeds £30 or any conditional sale agreement;

(*b*) any such copy as is mentioned in section 8(2) or (3) or section 9(2) or (3) of the Act;

(*c*) any copy supplied to the hirer or buyer in pursuance of a request made by him under section 21 of the Act;

(*d*) any note or memorandum of a contract of guarantee relating to a hire-purchase agreement, a credit-sale agreement under which the total purchase price exceeds £30 or a conditional sale agreement and any such copy as is mentioned in section 22(1)(*a*) or (*b*) of the Act;

(*e*) any such copy as is mentioned in section 23(2)(*a*) or (*b*) of the Act which is supplied to the guarantor in pursuance of a request made by him under sub-section (1) of that section.

Part III

Statutory Statements—Space for Signature

9.—(1) The following provisions of this Regulation shall apply to every document which on being signed as mentioned in section 5(1)(*a*) of the Act—

(*a*) constitutes a hire-purchase agreement, or

(*b*) constitutes a conditional sale agreement, or

(*c*) constitutes a credit-sale agreement under which the total purchase price exceeds £30.

(2) The signature of the hirer or buyer, as the case may be, shall be inserted in a space in the document outlined in the manner indicated in Part I of the Schedule hereto and accompanied by the words specified in that Part which are appropriate to that document and set out in the form therein indicated and, in the case of a document referred to in paragraph (1)(*b*) of this Regulation those words shall include immediately before the word "instalments" the words "all the" or the number of the instalments which must be paid before the goods will become the property of the buyer:

Provided that nothing in this paragraph shall require that there shall be any particular number of words in a line.

(3) The width of the outlined area shall be not less than $3\frac{3}{4}$ inches, and its height shall be not less than $1\frac{3}{4}$ inches in the case of a credit-sale agreement and not less than 2 inches in the case of any other agreement; and the thickness of the outlining shall be not less than ·025 of an inch.

(4) The colour of the lettering within the outlined area and of the outlining of that area shall be red and the height of the smallest letter within the outlined area shall be not less than ·067 of an inch.

(5) Paragraph (4) shall not apply to any words which by virtue of Regulation 6(1)(*g*) may be, and which are, in handwriting or a reproduction of handwriting, but the lettering of those words may be red.

(6) The distance vertically between any of the words which are to appear in the outlined area above the place for signature and—

(*a*) in the case of a hire-purchase agreement or a conditional sale agreement, any of the words which are to appear below that place, or

(*b*) in the case of a credit-sale agreement, the lower horizontal line of the outlined area

shall be not less than 1 inch.

(7) Nothing in this Regulation shall prohibit the inclusion within the outlined area of any postage stamp which does not obscure any of the words required by this Regulation to be included within the outlined area.

PART IV

STATUTORY STATEMENTS—RIGHT OF CANCELLATION

10.—(1) In a case to which section 9 of the Act applies the first statutory copy and the second statutory copy in relation to the relevant document shall contain the statements specified, respectively, in sections 1 and 2 of Part II of the Schedule hereto set out in, and outlined in, the manner therein indicated; and the following provisions shall apply in the case of each copy:

Provided that nothing in this paragraph shall require that there shall be any particular number of words in a line.

(2) The statement shall appear on the page which contains particulars of the goods to which the relevant document relates.

(3) The width of the outlined area shall be not less than 6 inches and its height shall be not less than $2\frac{1}{4}$ inches in the first statutory copy and not less than $2\frac{1}{2}$ inches in the second statutory copy; and the thickness of the outlining shall be not less than ·025 of an inch.

(4) The colour of the lettering and the outlining of the area shall be red.

(5) The height of the smallest letter within the outlined area shall be not less than ·067 of an inch.

(6) Where the lettering of the name and address required to be included within the outlined area consists of handwriting or a reproduction of handwriting that lettering may be, but shall not be required by virtue of paragraph (4) to be, in red, and paragraph (5) shall not apply to that lettering.

(7) The words "NOTICE TO CUSTOMER: RIGHT OF CANCELLATION" shall be in capital letters.

Sealed with the Official Seal of the Ministry of Commerce for Northern Ireland this 23rd day of February 1967.

(L.S.) *W. L. Robinson,*
Assistant Secretary.