

Tanzania

Hire Purchase Act

## Hire Purchase Rules, 1966

Government Notice 310 of 1966

Legislation as at 31 July 2002

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# Tanzania

## Hire Purchase Act

### Hire Purchase Rules, 1966

#### Government Notice 310 of 1966

Published in Tanzania Government Gazette

**Commenced on 1 November 1966**

*[This is the version of this document at 31 July 2002.]*

*[Note: This legislation has been thoroughly revised and consolidated under the supervision of the Attorney General's Office, in compliance with the Laws Revision Act No. 7 of 1994, the Revised Laws and Annual Revision Act (Chapter 356 (R.L.)), and the Interpretation of Laws and General Clauses Act No. 30 of 1972. This version is up-to-date as at 31st July 2002.]*

*[Section 29; G.N.s Nos. 310 of 1966; 327 of 1966]*

#### 1. Citation

These Rules may be cited as the Hire Purchase Rules.

#### 2. Legal requirements

Every hire purchase agreement required to be registered by the Hire Purchase Act<sup>1</sup>, shall—

- (a) be printed or typed on foolscap paper with a one-inch margin and headed "Hire Purchase Agreement";
- (b) have the hire purchase price written in words as well as in figures;
- (c) specify the cash price of the goods subject to the agreement;
- (d) contain a detailed description of the goods subject to the agreement;
- (e) where there is a contract of guarantee related to the hire purchase agreement, specify the full names and addresses of the guarantors;
- (f) where the agreement is made in a language other than Kiswahili, be accompanied by a true and correct Kiswahili translation of the agreement;
- (g) contain a statement that the agreement is subject to the Hire Purchase Act; and
- (h) where necessary, be duly stamped in accordance with the provisions of the Stamp Duty Act<sup>2</sup>.

#### 3. Fees

The fees specified in the First Schedule to these Rules shall be payable on registration of a hire purchase agreement.

<sup>1</sup>

[Cap. 14](#)

<sup>2</sup>

[Cap. 189](#)

#### 4. Forms

The forms in the Second Schedule to these Rules, where applicable, and where they are not applicable forms of a like character with such variation as circumstances may require, shall be used.

### First Schedule (Rule 3)

#### Fees

Hire purchase price	Fees
Not exceeding Shs. 1,000/-	Shs. 5/-
Exceeding Shs. 1,000/- but not exceeding Shs. 5,000/-	Shs. 10/-
Exceeding Shs. 5,000/- but not exceeding Shs. 10,000/-	Shs. 15/-
Exceeding Shs. 10,000/- but not exceeding Shs. 20,000/-	Shs. 20/-
Exceeding Shs. 20,000/- but not exceeding Shs. 40,000/-	Shs. 40/-
Exceeding Shs. 40,000/- but not exceeding Shs. 60,000/-	Shs. 60/-

### Second Schedule (Rule 4)

#### Forms I and II

*[Editorial note: The forms have not been reproduced.]*

### Third Schedule (Section 6(2)(c))

#### Right of hirer to terminate agreement

##### *Hire Purchase Form No. 2*

#### Notice

1. The hirer may put an end to this agreement by giving notice of termination in writing to any person who is entitled or authorised to collect or receive the payment.
2. The hirer must then pay instalments which are in arrears at the time when he gives notice, where the hirer has paid these instalments, the total amount which has been paid under the agreement is less than

\_\_\_\_\_ (here insert the minimum amount which the hirer is required to pay in accordance with the provisions of section 14 of the Hire Purchase Act<sup>4</sup>), the hirer must also pay enough to make up that sum.

3. If the goods, have been damaged owing to the hirer having failed to take reasonable care of them, the owner may sue for the amount of the damage unless that amount can be agreed between the hirer and the owner.
4. Where an agreement contains provisions allowing the hirer to put an end to the agreement on terms more favourable to him than those specified in this Notice the hirer may put an end to the agreement on those terms.

*Notice to be included in Note or Memorandum of Hire Purchase Agreement*

### **Restriction of owner's right to recover goods**

1. After \_\_\_\_\_ (here insert an amount calculated in accordance with the provisions of section 18 of the Hire Purchase Act) has been paid, then, unless the hirer has himself put an end to the agreement, the owner of the goods cannot take them back from the hirer without the hirer's consent unless the owner obtains an order of the court.
2. If the owner applies to the court for such an order, the court may, if the court thinks it just to do so—
  - (a) make an order for the specific delivery of all the goods to the owner; or
  - (b) make an order for the specific delivery of all the goods to the owner, but postpone the operation of the order on condition that the hirer pays the unpaid balance of the price in the manner ordered by the court; or
  - (c) make an order for the specific delivery of a part of the goods to the owner, having regard to what the hirer has already paid.