

Abstract

The writer wrote this thesis by studying and analyzing The Contract Commission Regulation as to The Hire Purchase of electricity goods, which is prescribed by the power of section 35 tavi of The Consumer Protection Act 1998, The Commercial Code section 572 to section 574 and The Consumer Protection Act 1998. Moreover, the writer studied this thesis by comparing with the foreign 's law for instance; The Hire Purchase English law and The Hire purchase law. All those, the study proposed to analyze The Contract Commission Regulation as to The Hire Purchase of electricity goods, which is effective to protect the electricity 's lessor, isn't it ? How The Contract Commission Regulation as to The Hire Purchase of electricity goods is defective?

From the study, the writer found that The Contract Commission Regulation as to The Hire Purchase of electricity goods results in the better protection to the consumer who make the hire purchase agreement with the businessman, because the provisions in The Contract Commission Regulation as to The Hire Purchase of electricity goods indicate the form of hire purchase electricity goods and are the mandatory rules which force the lessor to have or not to have the clause having the characters as those are indicate in The Contract Commission Regulation as to The Hire Purchase of electricity goods. The results of the violation of the regulation are indicate in The Consumer Protection Act 1998 section 35 jattvaja which states that "when the contract committee indicates that the contract of the business controlled the agreement must have any clause or must clause with the condition, as states in section 35 , if that tavi agreement does not have such clause or have such clause but not follow the condition, that agreement will be regarded that have such clause or have such clause and follow the condition and section 35 jatttava which states that "when the agreement committee states that the contract of the business controlled the contract must not have any clause stated in section 35 tavi, if that contract has such clause, it will be regarded that it doest not have such clause"

Even though The Contract Commission Regulation as to The Hire Purchase of electricity goods have many provision that protect the customer, from the study, there is some provision in the regulation that has some problem. As to these problems, the writer advise the way to solve the problems as follow

1. The Contract Commission Regulation as to The Hire Purchase of electricity goods section 2, the definition of the character of the electricity goods which is controlled covers almost all of electricity goods. This definition has the advantage that can protect all kind of the electricity goods lessee. However, this way of definition may cause the lessee avoid law by using the condition sales. In this problem, the writer have the option that the definition should be add to include the condition sales that have the holding owner ship condition.

2. Thai's law does not have any provision that forces the lessor to disclose the contract to the lessee or while making the contract, but the foreign 's law states this duty explicit. In this topic, the writer advised to have the provision that forces the lessor to disclose the important clause to the customer before fails to fulfill his duty, the lesser will have the right to resign the contract

3. The Consumer Protect Act 1998 section 35 atta and section 57 state that the lessor has the duty to deliver the hire purchase contract, but they neither state the certain time to do such duty not to state the legal consequence. In this topic, the writer advised the certain time to deliver the contract to the lessee. If the lessor does not deliver the contract to the lesser in the time which limit by law, the lessee can terminate the contract.

4. The Contract Commission Regulation as to The Hire Purchase of electricity goods does not state what the necessary details which must be indicated in hire purchase contract are. In this topic, the writer advised the source form of the hire purchase contract that has the detail as to the amount of money that must be paid according to hire purchase contract.

5. The Contract Commission Regulation as to The Hire Purchase of electricity goods section 3(5) does not have the provision that force the producer or the

seller to have the liability in case that he does not act as he guarantee. In this topic, the writer advised to add the provision that gives the right to the lessee to ask the producer or the seller to act as the guarantee condition, and states the result of the refused to act as guarantee contract.

6. The Contract Commission Regulation as to The Hire Purchase of electricity goods section 4(7) does not allow to have the certain decreasing rate of the interest when the lessee pay all amount of the money. In this topic, The writer advised to have the provision that state the certain rate of interest when the lessee want to pay all the money in advance.

7. The Contract Commission Regulation as to The Hire Purchase of electricity goods section 4(7) prohibits the lessor to ask lessee to pay the fine or other money, if the lessee fail to perform his duty, more than 15%, but it does not tell from what base the fine or other money are calculated. In this topic, the writer suggested to calculate the fine or other money from the amount of the money that the lessee fail to pay.

8. Civil and Commercial Code section 573 doses not state specially about the result of the termination contract by the lessee. In this case, the writer purport to add the result of the termination contract by the lessee in section 573 which prohibit the lessor to require the damages but he can take the money which the lesser have paid.

9. The Contract Commission Regulation as to The Hire Purchase of electricity goods section 4(5) does not state about the situation that the lessee fail to alternately. In this topic, the writer suggested to legislature the law that give the lesser the right to withdraw the contract when the lessee fails to pay the installment alternately, but not less than 3 times

10. The Contract Commission Regulation as to The Hire Purchase of electricity goods 3(10) states that, in the situation that the lessor sells the electricity goods. Then he receives the prices lesser than the installment fail to be paid, the lesser is liable for the loss money only the case the sale is the auction. This section does not

suit to the customer protection principle, because making the lessor to have the right to call for the loss money by using the power of the contract terms will increase the burden and punish the customer. In this topic, I suggested to legislate the law prohibiting the lessor to use the terms that force the lesser liable in the loss money if the lessor sale the electricity goods and receive the lesser price than that he could receive from hire purchase contract.

11. The Contract Commission Regulation as to The Hire Purchase of electricity goods does not state about the legal consequence when all of the electricity goods leased lose or are destroyed by the accident or the other reason that is not the fault of the lessee. In this topic, the writer suggested the law that prohibits the using of the terms that make the lessee to pay the installment as stated in contract if the electricity goods lose or are destroyed without the fault of the lessee, unless the damages or fine or the cost relating to the asking for the electricity goods leased, lawyer prices or the other cost, etc.