

Door to Door Sales- Your Rights

This Fact Sheet explains the rights that you have in Victoria when a seller comes to your home or work or transports you to their premises to sell you goods or services. These sorts of sales are sometimes called contact or door-to-door sales. Things that are sold door-to-door include roof repairs, home security alarms, pre-paid funeral services, vacuum cleaners and cleaning products.

Below is a summary of your rights under the *Fair Trading Act 1999* (Vic), which protects consumers who buy goods or services from door-to-door sellers in Victoria.

These laws only apply to door-to-door sales where the goods or services are sold for more than \$50 or where the total price cannot be determined at the time of the sale.

These laws also only apply to the sale of goods or services that are for ordinary personal, household or domestic use – you do not have the same rights when you buy goods or services for business purposes.

In addition, these laws do not apply to credit and mortgage contracts.

When are door to door sellers allowed to visit your home or work?

1. On weekdays between 9am and 8pm.
2. On Saturdays between 9am and 5pm.

Sellers are not allowed to visit outside of these hours, or on a Sunday or public holiday unless you have given prior consent to the out-of-hours visit.

Sellers are not restricted as to when they can take you to their premises, but can only do so after you have first agreed to go.

How long can sellers stay at your home or work for?

Sellers can't stay longer than one hour – unless you give them written permission to stay for longer.

The seller must ask for your written permission for every half hour that they stay beyond the original hour. The seller can only ask for one half hour extension at a time.

The seller must not ask for any extensions of time if they are visiting on a Sunday, a public holiday, or at any time before 9am or after 5pm on a Saturday, or before 9am or after 8pm on a weekday.

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A seller must tell you that they are not allowed to stay for longer than one hour unless you consent in writing to an extension.

If you ask the seller to leave, he or she must leave **immediately**.

The limitation on how long a seller can talk to you does not apply when you have been transported to the seller's premises – but you can leave the premises when you choose.

Obligation to Provide Identification

Sellers are required to produce evidence of their identity on first entering into negotiations with you and at any time after that if you ask for it, unless you have been transported to the seller's premises.

The evidence of the seller's identity must include their full name, their business or residential address and the name of the business they are representing.

What about the sale agreement?

Any agreement that you make with a door-to-door seller to purchase goods or services must be in writing.

The written agreement must show the total amount that you need to pay including any postal or delivery charges. If the amount is not known at the time of the sale, the agreement must show how the amount will be calculated.

The agreement must set out the full name and business address of the seller.

The seller must give you a copy of any agreement that you sign immediately after you sign it.

The front page of the agreement must contain a notice advising you of your right to cancel the agreement and it must include a form that you can use to cancel the agreement.

If any of the above requirements has not been met, the seller cannot enforce the agreement against you.

Can I cancel an agreement with a door-to-door seller?

You are allowed **10 days** (including the day that you signed the agreement) in which to change your mind and cancel the agreement. This is sometimes called a **cooling-off period**.

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The agreement may provide you with a longer cooling-off period. If you want to cancel an agreement that you have signed you must do this within the cooling-off period. You must cancel the agreement by providing notice of cancellation in writing to the seller.

If the seller does not provide you with a copy of the agreement, or if the agreement does not advise you of your right to cancel the agreement within 10 days, then you have **6 months** to cancel the agreement.

If the seller that came to your home or work did not comply with the laws regarding when or for how long they could visit, including not telling you that they are only allowed to stay for 1 hour unless you agree to half hour extensions, or if they did not provide you with proper identification, then you have **3 months** to cancel the agreement.

What happens when I cancel an agreement with a door-to-door seller?

The seller must immediately return any money that you have paid and must, within 10 days, return any goods taken as a trade-in, or pay the reasonable cost of replacing any traded-in goods that the seller can't return.

You must return any goods already supplied to you or give notice (preferably in writing) to the seller of a place where the seller can collect the goods. If you can't return the goods or give notice about collecting the goods, the seller may charge you a reasonable amount for them.

If the seller does not collect the goods within 30 days after the cancellation of the agreement, and you have given notice about where to collect them, the goods become your property.

The good must be in reasonable condition when they are collected or returned, and if not the seller may be able to claim for damages or depreciation of the goods.

Sellers are not allowed to require you to pay for services before the end of the cooling-off period. If you exercise your right to cancel and the seller has already provided services to you, the seller can **only** charge you a reasonable amount for those services if they have first applied to the Victorian Civil & Administrative Tribunal for an order allowing them to charge you.

Any other related contracts are 'void' when you cancel the agreement. This means that, if you signed up for a loan to pay for the goods or services, the loan will also be cancelled if you cancel the sale agreement within the cooling-off period.

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You should write to the loan company to let them know that you have cancelled the sale agreement with the door-to-door seller and ask for written confirmation that your loan contract has been cancelled.

Who can I contact if I need help?

If you need help, you can obtain advice from our web-based advice service at www.consumeraction.org.au, or you can telephone us Monday to Friday, on 03 9629 6300 or 1300 881 020

You can also make a complaint about a seller or business to Consumer Affairs Victoria on 1300 558 181.

What should I look out for when dealing with door-to-door sellers?

Ask for the seller's identification details and make a note of these, or keep a copy.

Ring the business that the seller is representing as a further check.

Don't feel under pressure just because the seller has come to your home – you can ask the seller to come back another time or you can simply tell the seller that you are not interested and ask them to leave.

Make sure you don't agree to pay more than you would if you shopped around.

Beware of sellers who put pressure on you, for example:

- sellers who offer to give you a better deal if you sign up right away;
- sellers who make unbelievable claims about the product; and
- sellers who try to make you feel uncomfortable, tell you that your belongings are no good or say that your family will get sick if you don't buy their products.

Don't sign anything that you can't read or don't understand.

Make sure you understand all the costs involved in any agreement. Remember that cheap deals often have hidden costs.

Make notes of what the seller has said to you.