



How do I get out of an in-home sale?

Use this fact sheet if:

You bought something from a salesperson who has come to your home or workplace, which you were pressured into buying. This fact sheet explains how you can cancel the sales contract and the return the goods or services which you bought.

Your rights to cancel the contract depend upon the conduct of the salesperson, the content of the contract and the time which has passed after you signed the contract. This is regulated by the Australian Consumer Law.

Cancelling within 10 business days of the sale

You can cancel the contract within 10 business days, counting from the first business day after the sale by writing to the supplier of the goods or services you bought. If you cancel within this period, you do not need to have a reason for cancelling other than that you have changed your mind.

See our sample letter below:

<p><i>Name of Trader</i> <i>Address of Trader</i></p> <p><i>Date</i></p> <p>Dear Sir/ Madam,</p> <p>[Your name, name of product, contract no.]</p> <p>I refer to the above contract which was entered into on [<i>date</i>]. I am writing to terminate the contract within the 10 business day cooling off period provided by the Australian Consumer Law under section 82(3)(a).</p> <p>You may refund my money by way of drawing a cheque in the name of [<i>insert name</i>] and posting by return mail, or by direct deposit into my bank account [<i>insert details</i>].</p> <p>Please be advised that the [<i>type of product</i>] is ready to be picked up at my address. Please advise a number of pick up times which suit you within the next 14 days. If I do not receive payment within 14 days I shall issue legal proceedings against you without further notice.</p> <p>Yours sincerely <i>Your name</i></p>	<p><i>Your Name</i> <i>Your Address</i></p>
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How do I get out of an in-home sale?

Cancelling within 3 months after the sale

The law gives you the right to cancel the contract within 3 months of the sale, counting from the day after the sale, if the salesperson has failed to comply with certain rules regarding their conduct. In our sample letter, we have listed the actions of the salesperson

which will extend the period of time in which you can cancel to 3 months.

You will need to write to the supplier outlining the reasons you are cancelling, as per the letter below. Make sure you only include the factors that apply to your situation.

	<i>Your Name</i> <i>Your Address</i>
<i>Name of Trader</i> <i>Address of Trader</i>	
<i>Date</i>	
Dear Sir/ Madam,	
[Your name, name of product, contract no.]	
I refer to the above contract which was entered into on [date]. I am writing to terminate the contract within the extended 3 month cooling off period provided by the Australian Consumer Law (ACL) under section 82(3)(c).	
On the day of sale, your sales representative failed to (<i>delete as necessary</i>)	
<ul style="list-style-type: none">• call upon me within of the permitted hours prescribed by section 73 of the ACL (<i>the permitted hours are 9am to 6pm Monday to Friday and 9am to 5pm on Saturday</i>);• disclose their purpose for visiting my premises as prescribed by s74(a) of the ACL;• advise that they were obliged to leave my premises at my request as prescribed by s74(b) of the ACL;• provide proof of identity before beginning negotiations, as prescribed by section 74(c) of the ACL ;• leave my premises when I/ an occupier of my premises / a person acting with my authority requested that they leave, under section 75 of the Australian Consumer Law.	
You may refund my money by way of cheque drawn in the name of [<i>insert your name</i>] and posting by return mail, or by direct deposit into my bank account [<i>insert details</i>].	
Please be advised that the [<i>type of product</i>] is ready to be picked up at my address. Please advise a number of pick up times which suit you within the next 14 days. If I do not receive payment within 14 days I shall issue legal proceedings against you without further notice.	
Yours sincerely,	
<i>Your name</i>	

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How do I get out of an in-home sale?

Cancelling within 6 months after the sale

The law gives you the right to cancel within 6 months of the sale, counting from the day after the sale, if the salesperson or supplier has failed to comply with rules about the content of the contract that you have signed. Please see the letter below to check whether your contract complies with the Australian Consumer Law requirements as to content.

The front page should contain a notice with the below wording in prominent text:

Example of Cancellation Rights Notice under section 76 ACL

Important Notice to the Consumer

You have a right to cancel this agreement within 10 business days from and including the day after you signed or received this agreement.

Details about your additional rights to cancel this agreement are set out in the information attached to this agreement.

You should **also** have a Notice attached to the contract which you can use to cancel the contract. If that Notice is not attached, the contract does not comply with all the requirements.

You will need to write to the supplier outlining the reasons you are cancelling, using the letter below. Make sure you only include the factors that apply to your situation.

	<i>Your Name</i> <i>Your Address</i>
<i>Name of Trader</i> <i>Address of Trader</i>	
<i>Date</i>	
Dear Sir/ Madam,	
[Your name, name of product, contract no.]	
I refer to the above contract which was entered into on [date].	
I am writing to terminate the contract within the extended 6 month cooling off period as provided by the Australian Consumer Law (ACL) section 82(3)(d).	
On the day of sale, your sales representative failed to (<i>delete as necessary</i>)	
• provide me with the prescribed information required by section 76 of the ACL and draw my attention to it	

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[see above Example of Cancellation Rights Notice under section 76 ACL to see whether it was included on the front page of your contract];

- provide me with a copy of the signed agreement, immediately after I signed it, breaching section 78 of the ACL;
- supplied the product to me and/or accepted payment from me within 10 days of making the agreement, breaching section 86 of the ACL.

Additionally, the contract: *[delete as necessary]*

- did not include the total amount of money to be paid under the contract, or the way in which it would be calculated;
- did not include any postal or delivery charges;
- did not include a cancellation notice informing me of my additional rights to cancel and how I may cancel under section 79 of the ACL;
- did not include the notice informing me of my right to cancel under section 76 of the ACL;
- did not provide all your contact details, including ABN or ACN and business address.

You may refund my money by way of drawing a cheque in the name of *[insert your name]* and posting by return mail, or by direct deposit into my bank account *[insert details]*.

Please be advised that the *[type of product]* is ready to be picked up at my address. Please advise a number of pick up times which suit you within the next 14 days.

If I do not receive payment within fourteen days I shall issue legal proceedings against you without further notice.

Yours sincerely

Your name

Please keep in mind that you may have other legal rights enabling you to cancel the contract outside of the above time periods.

If you intend to pursue legal action, then please see our fact sheet on VCAT at:

<http://www.consumeraction.org.au/downloads/FS20TakingyourdisputetoVCAT.pdf>

For more information, please ring the Consumer Action Law Centre advice line on 9629 6300 or 1300 881 020 for country callers.

You can also consult our information sheet at **[insert hyperlink]** for a summary of the tactics of salespeople who conduct in home sales and the laws applicable before and after 1 January 2011.

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