

Door-to-door sales

Your rights in Australia

What are door-to-door sales?

Door-to-door sales may include people:

- > trying to sell you household goods
- > offering to do repairs to your house
- > asking you to change gas, electricity, telephone or internet providers.

When can a salesperson come to my door?

A salesperson is allowed to come to your door between:

- > 9am and 6pm Monday to Friday
- > 9am and 5pm Saturday.

They cannot come on Sundays or public holidays.

However, a supplier or agent may visit you at any time with your agreement.

What rules must a door-to-door salesperson follow?

When they come to your door, a salesperson must:

- > tell you why they are visiting you
- > tell you their name, and the name and address of the company they work for
- > tell you that they must leave if you tell them to (if you ask a salesperson to leave, they cannot contact you again for at least 30 days)
- > tell you about your rights to cancel the agreement (this must include how you can cancel the agreement)
- > include full contact details on any agreement they have signed on behalf of their supplier
- > give you a written copy of any agreement before it has been signed
- > not ask for payment within 10 business days of signing the agreement
- > not provide goods priced at more than \$500 within 10 business days of signing the agreement
- > not provide services within 10 business days of signing the agreement.

I am not interested in what the salesperson is offering... what can I do?

- > Say 'no thanks'
- > Do not feel pressured to buy anything from someone who comes to your door.

Always say 'no' if a salesperson:

- > offers a deal that sounds too good to be true
- > asks for payment before they provide any goods or services
- > is behaving in a way that makes you nervous or uncomfortable.

I am interested in the salesperson's offer... what should I do?

If you say yes to buying something from the salesperson, you will be asked to sign an agreement. The agreement must:

- > be written in clear and plain language
- > include all terms in full
- > include the total price, or how this is calculated
- > include any postal or delivery charges
- > contain the salesperson's name and contact details
- > include the supplier's details including address and contact details
- > be signed by you and the salesperson
- > be clearly written or printed (although any changes may be done with a pen and signed)
- > contain information about your rights to cancel the agreement
- > be easily understood
- > come with a form that explains your rights if you change your mind.

Remember: If you do not speak English well, it is NOT okay for a salesperson to use your child as an interpreter so that you will sign an agreement. Before you sign anything you should ask for a copy of the agreement in your language.

I signed an agreement and have changed my mind... what can I do?

If you agree to buy goods or services worth more than \$100 from a door-to-door salesperson, you have 10 business days to change your mind about the agreement. This is called a 'cooling-off' period. If, during this time, you decide the agreement is not right for you, you can cancel the purchase without any cost.

Before you agree, the salesperson must let you know that you have this right. If you change your mind during the cooling-off period, a salesperson or supplier is not allowed to:

- > ask you to 'waive' (cancel) your cooling-off period
- > pressure you into saying yes to the agreement
- > charge you a fee for cancelling.

People pretending to be from the government

- > Somebody comes to your door saying they are from a government department – such as the Australian Taxation Office or Centrelink
- > They ask you for your banking details or personal information, for example, to pay your tax return or increase your Centrelink payments
- > They can use these details to steal your money or identity.

Remember: Be cautious if somebody comes to your door and claims to be from the government. Always ask for their identification. In most cases government departments will not contact you this way.

You may cancel an agreement verbally or in writing. You may cancel even if you have received goods during the cooling-off period. These goods must be returned to the supplier within a reasonable time, or you can notify the supplier where they can collect the goods from. If the supplier does not collect them within 30 days of you cancelling the contract, the goods become your property.

If you cancel anytime after the 10-day cooling-off period, you may have to pay for any goods or services you have used. Also, if you have not taken reasonable care of the goods during this time, you may have to pay for any damage or drop in value.

Somebody comes to your door and asks if you want to swap gas or electricity providers

- > They tell you their company will offer you a great deal and you will save lots of money
- > The salesperson is rushing you to sign the agreement immediately
- > You feel pressured and you sign
- > The next day, you decide you do not want the deal.

Remember:

- > do not feel pressured to sign an agreement, you can ask the salesperson to leave the information for you to read
- > if you do sign and you change your mind, you have 'cooling-off' rights
- > contact the sales company within 10 business days to tell them you have changed your mind
- > the sales company cannot charge you anything for changing your mind.

Where can I get more information?

For general information about door-to-door sales, contact your local consumer protection agency.

Australian Capital Territory

Office of Regulatory Services T. (02) 6207 3000
ors.act.gov.au

New South Wales

NSW Fair Trading T. 13 32 20
fairtrading.nsw.gov.au

Northern Territory

Consumer Affairs T. 1800 019 319
consumeraffairs.nt.gov.au

Queensland

Office of Fair Trading T. 13 74 68
fairtrading.qld.gov.au

South Australia

Consumer and Business Services T. 131 882
cbs.sa.gov.au

Tasmania

Consumer Affairs and Fair Trading T. 1300 65 44 99
consumer.tas.gov.au

Victoria

Consumer Affairs Victoria T. 1300 55 81 81
consumer.vic.gov.au

Western Australia

Consumer Protection T. 1300 30 40 54
commerce.wa.gov.au/consumerprotection

The Australian Competition and Consumer Commission has national responsibilities for competition, fair trading and consumer protection and can be contacted on 1300 302 502 or visit acc.gov.au.