

AUSTRALIAN CONSUMER LAW: UNSOLICITED SUPPLIES

What are unsolicited supplies?

'Unsolicited supplies' are goods or services supplied to you when you have not agreed to purchase or receive them.

It is important to note that you are not required to pay for goods or services you have not ordered.

Can businesses provide you with goods or services if you haven't requested them?

Businesses often provide goods or services to consumers as a way of exposing consumers to the brand, product or service. Examples of this are free product samples sent in the mail, or door knocking households and offering to clean their windows as part of a free product demonstration. In these cases there should be no expectation that you will have to pay for the goods or services. For example, a business must not send you books or DVDs that you have not requested and then demand payment for them.

It is also unlawful to send unsolicited credit or debit cards, unless it is a replacement, renewal or substitution for a card previously.

What to do if you receive unsolicited goods or services

If you receive unsolicited goods or services:

- you are not required to pay for the goods or services;
- the business may recover the goods within three months. However, if you advise the business in writing that you do not want the goods, then the recovery period is reduced to one month. You cannot unreasonably refuse to allow the supplier to collect the goods during the recovery period;
- note that you may be liable to pay compensation if you wilfully damage the goods during the recovery period;
- if the supplier does not collect the unsolicited goods within the recovery period you can keep the goods with no obligation to pay;
- however, you are not entitled to keep the goods if the goods were not intended for you (e.g. the packaging was clearly addressed to another person).