

DOOR TO DOOR Deal Breakers

It can happen at home on a lazy Saturday or when you're getting dinner ready. Someone knocks on your door offering a deal that you'd never considered before.

They might be selling energy, phone contracts, roofing, computer software, home maintenance or vacuum cleaners.

The offer gets you thinking. But the pressure is on. You can only get this deal if you sign on the dotted line now. Under the Australian Consumer Law, salespeople who choose to engage in direct marketing, including door-to-door trading, must comply with certain rules. These rules give you extra protection in situations where you have been approached by a salesperson, uninvited.

The salesperson may only come within permitted hours

Door-to-door salespeople must not approach you in your home outside the permitted hours. That is:

- › on a Sunday or a public holiday
- › before 9 am or after 6 pm on a weekday
- › before 9 am or after 5 pm on a Saturday.

However, a salesperson may visit you at any time, if you have given your prior consent.

The salesperson must identify themselves and inform you of your rights

Before beginning a sales pitch, door-to-door salespeople must tell you:

- › why they are visiting
- › their name and who they represent, supported by written identification
- › that you can ask them to leave and if asked, they must leave immediately; and
- › that you have cooling-off rights.

Negotiating a sale—the salesperson must not harass you

It is against the law for salespeople to coerce you, harass you or put you under undue pressure to purchase the goods or services or waive your rights to cooling off and termination.

If you don't like how a salesperson is behaving, ask them to leave—they must leave immediately and they must not contact you again (if representing the same organisation) within 30 days.

Sealed a deal and signed a contract?

If you agree to an offer, the sales contract must:

- › be clear and expressed in plain language
- › explain your cooling off and termination rights
- › state the full terms and conditions, including the total price payable (or how it will be calculated),
- › contain the salesperson's name and contact details
- › be signed by both parties
- › be printed—although any changes may be handwritten and signed.

The contract must also be accompanied by a form you can use to terminate the contract during the cooling off period and you must be given a copy of the contract on the spot.

Change your mind? You may have cooling off rights

If you purchase goods or services from a door-to-door salesperson worth more than \$100, you are entitled to a cooling off period of 10 business days.



This gives you time to reconsider the deal and be sure that it is something you really want and can afford.

If you do decide you 'want out', you have a right to terminate the contract, without penalty, during the cooling off period. Any associated contracts, for example, finance contracts will also be terminated.

If the salesperson has not met all of their obligations, the cooling off period could be longer; three months or six months.

Even if you're sure you want to go ahead, be aware the salesperson is not allowed to supply you with your purchase—or request payment from you—during the cooling off period.

Protect yourself: when to say 'No thanks, please leave!'

Always say no to door-to-door salespeople who:

- › have no legitimate identification or identification which looks doubtful
- › offer deals that seem too good to be true
- › ask for up front payments before doing any work or providing goods.

These traders are probably con artists who never deliver and rip people off.

To help stop them, report them to your local police and the ACCC.

More information

Visit www.accc.gov.au or www.SCAMwatch.gov.au.