

Door-to-door selling and telemarketing

A factsheet on your rights under the Australian Consumer Law

You have extra protections when making purchases from door-to-door and telemarketing salespeople. These types of sales are called unsolicited consumer agreements.

What is an unsolicited consumer agreement?

An agreement is unsolicited when a salesperson approaches or calls you without you asking them to, and they are selling a product or service worth \$100 or more.

For example, an agreement would be unsolicited if it resulted from:

- a salesperson door-knocking at your home
- a telemarketer calling you
- a salesperson approaching you in the street.

Consumer protections

A salesperson who door-knocks must:

- tell you why they are visiting
- produce identification
- tell you that you can ask them to leave at any time
- tell you what your cooling-off period rights are
- provide you with a written copy of the agreement which includes their contact details.

What times can salespeople make contact?

You cannot be contacted:

- on a Sunday or public holiday
- before 9 am or after 6 pm (8 pm for telemarketing) on a weekday
- before 9 am or after 5 pm on a Saturday.

You can ask a door-to-door salesperson to leave at any time. They must respect your request and leave immediately. If they do not leave, call the police and report them to your local consumer protection agency.

You can hang up on a telemarketer at any time. Consider putting your phone numbers on the Do Not Call Register, which makes it illegal for most telemarketers to call you. See www.donotcall.gov.au.

Can I get out of an agreement?

If you have made an unsolicited consumer agreement, you still have 10 business days to change your mind and cancel it. This is called a cooling-off period.

If you cancel an unsolicited consumer agreement within the cooling-off period, you do not have to pay anything.

If you made the agreement over the phone, the business must send you the written agreement within five business days. The cooling-off period starts once you receive the written agreement.

You cannot give up your right to a cooling-off period. It is unlawful for a salesperson to convince you to do so.

Supply and payment

Generally for an unsolicited consumer agreement, a business can not supply goods or services, or take any payment or deposit, during the cooling-off period.

There is one exception to this rule – a business may supply goods up to the value of \$500 during the cooling-off period. However, they may not take payment for the goods.

If a business supplies you with goods during the cooling-off period, you do not technically own them until you have paid for them. If you choose to cancel the agreement within the cooling-off period, you must keep them in good condition and make them reasonably available for the business to collect. If they do not collect them within 30 days, you may keep them free-of-charge.

If you have consumed all or part of the goods, you may be liable to pay for them. If the goods supplied were not a consumable, and you have used them in a reasonable manner during the cooling-off period, you are not liable to pay anything for them.

Cancelling the agreement

You can cancel an unsolicited consumer agreement either verbally or in writing. If there is a dispute about whether or not you cancelled the agreement, it is the business who has to prove that the agreement is still valid.

Cooling-off period extensions

Your cooling-off period extends to three months if the salesperson or telemarketer:

- visited or called you outside the permitted selling hours
- stayed on your property after you asked them to leave
- did not disclose the purpose of the visit or call
- did not produce identification.

Your cooling-off period extends to six months if the salesperson or telemarketer:

- didn't tell you that you were entitled to a cooling-off period
- did not provide you with a written agreement
- did not provide their contact details on the agreement
- supplied the goods or services during the cooling-off period
- accepted or requested payment during the cooling-off period.

If you have entered into an unsolicited consumer agreement and you think you have been misled about your rights, and you wish to cancel the agreement, contact your local consumer protection agency for help.

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For more information, contact your local consumer protection agency.
For language assistance call 13 14 50 (ask for an interpreter in your language).

Australian Capital Territory

Office of Regulatory Services T. (02) 6207 0400

New South Wales

NSW Fair Trading T. 13 32 20

Northern Territory

Consumer Affairs T. 1800 019 319

Queensland

Office of Fair Trading T. 13 QGOV (13 74 68)

South Australia

Consumer & Business Services T. 13 18 82

Tasmania

Office of Consumer Affairs & Fair Trading T. 1300 654 499

Victoria

Consumer Affairs Victoria T. 1300 55 81 81

Western Australia

Department of Commerce T. 1300 30 40 54

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