

Remember, it's ok to say 'no thanks'

If you are faced with unsolicited door-to-door salespeople and simply aren't interested in doing business in such a way you should:

- state clearly that you don't wish to hear about the product/service and ask the salesperson to leave;
- ask for written information about the offer if you wish to consider the offer in your own time;
- report any unacceptable behaviour/conduct by a door-to-door trader to Consumer and Business Services and complain to company involved; and
- ask the trader concerned if they have their own 'do not contact' register/system in place and, if it exists, ask to be added to such a system

Door-to-door traders must leave the premises immediately if the consumer asks them to do so and, if they ignore the request, or if they return within 30 days of that request they have committed an offence that is subject to a maximum penalty of \$50,000 for corporations and \$10,000 for individuals.

Remember, whilst there are many legitimate door-to-door traders, there are also many scammers out there using the door-to-door sales method. Don't get ripped off by unlicensed itinerant traders using high pressure sales strategies to talk you in to having work done on the spot, for an upfront cash payment. For more information about these types of scams visit www.scamwatch.gov.au

Of course, you are within your rights to discourage all door-to-door salespeople from coming to your front door by displaying a 'No hawkers' or 'No door-to-door sales' sign in a prominent location.

Further information

For more information about unsolicited consumer agreements and the new Australian Consumer Law visit www.consumerlaw.gov.au

Contact us

Consumer and Business Services
Website: www.cbs.sa.gov.au

Phone: (08) 8204 9777

For hearing or speech impairment, call the National Relay Service on 13 36 77.

For interpreting and translations services, call the Translating and Interpreting Service on 13 14 50.



Door-to-door sales

A guide for consumers



Your door-to-door sales

Unsolicited door-to-door selling is where a salesperson comes to your premises, uninvited, to sell you something.

From 1 January 2011, as part of the new Australian Consumer Law (ACL), door-to-door trading may only be conducted between 9am and 6pm on weekdays and between 9am and 5pm on Saturdays, unless by prior arrangement. It is against the law for a door-to-door trader to call on a consumer to negotiate a sale on Sundays or public holidays (unless an appointment was made beforehand with the consumer's consent).

Door-to-door trading can be a handy way to shop. But, if you've been pressured into signing up for something you don't need, it can be a costly inconvenience.

So, whether you're signing up for cable television or changing your energy retailer, you need to know your rights.

Identification and conduct

Under the new laws, door-to-door traders must show you their identification and information that identifies who they work for.

They must also explain the cooling off rights that apply to any deals worth \$100 or more before a contract is signed.

The law also forbids traders from using physical force, coercing or harassing consumers over the supply of or payment for goods and services. The maximum criminal and civil penalty for such bullying and intimidation is \$1.1 million for a body corporate and \$220,000 for an individual.

Under the new laws there's also a civil penalty for 'unconscionable conduct'. In determining whether a trader has engaged in unconscionable conduct, a court may consider the nature of the relative bargaining position of the consumer and trader, the nature of the agreement, whether the consumer was able to understand the agreement, and whether pressure or undue influence was exerted on the consumer.

Those found to have engaged in unconscionable conduct may face a penalty of up to \$1.1 million for a body corporate and \$220,000 for an individual.

Protective conditions

Door-to-door sales laws provide you with certain rights that don't apply to other consumer agreements. If the goods or services cost \$100.00 or more, the following conditions apply:

- a 10 day cooling-off period
- a written copy of the agreement must be provided

- you must be provided with written information outlining your right to cool-off and a cooling-off form to use if you decide to change your mind
- the trader can't supply any services or accept any payment for goods or services before the 10 day cooling-off period has expired;
- if you request a dealer to leave your premises they must do so immediately and must not contact you again for at least 30 days after your request.

Handy tips

If you are offered a door-to-door agreement you should:

- only agree to sign if you are sure that you want the goods or services in question
- take the time to compare the prices and quality of other similar products to make sure you're getting the best deal
- understand and carefully consider all costs involved, especially if you require credit to finance the deal
- read the contract and cooling-off information closely before committing to the deal
- seek independent advice about the claimed benefits of the good or service being offered for sale, and finally,
- don't be swayed by high pressure sales tactics (e.g. preying on your emotions by claiming your family's wellbeing depends on the product or claiming that the salesperson will lose their job if they don't secure the sale)