

# REMEMBER

- It's ok to say no—if you are approached by a sales agent at your door, you don't have to agree to anything.
- If you want a door to door sales agent to leave, tell them—they must leave immediately.
- You do not have to agree to anything on the spot—if you feel pressured to sign something, tell the sales agent you want time to consider the offer.
- If you're thinking of switching service providers, such as for energy or phone services, contact your current provider to check if you're signed up for a set amount of time and if any cancellation costs will apply.
- It's ok to change your mind—if you agree to buy from a door to door sales agent but later decide the offer's not for you, simply exercise your 'cooling off' rights.



## MORE INFORMATION

Australian Competition and Consumer  
Commission

[www.accc.gov.au](http://www.accc.gov.au)

Infocentre 1300 302 502

Indigenous Infoline 1300 303 143

Translating and Interpreting Service 13 1450

TTY 13 3677

Speak and Listen 1300 555 727

Internet Relay [www.relayservice.com.au](http://www.relayservice.com.au)

To find out more, check out the  
*ACCC's Door to door sales: a guide for  
consumers* publication—available at  
[www.accc.gov.au/doortodoor](http://www.accc.gov.au/doortodoor).

Australian Competition and Consumer Commission  
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### **Important notice**

The information in this publication is for general guidance only. It does not constitute legal or other professional advice, and should not be relied on as a statement of the law in any jurisdiction. Because it is intended only as a general guide, it may contain generalisations. You should obtain professional advice if you have any specific concern.

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Australian  
Competition &  
Consumer  
Commission

# Knock! Knock! Who's there?



A consumer's guide to door to door sales

## KNOW YOUR RIGHTS WHEN A SALES AGENT KNOCKS

You have legal rights when dealing with sales agents at your door.

If what's on offer is valued at over \$100 (or the value can't be determined when the offer is made), the agent must follow rules around:

- how and when they can come knocking
- what information they must give you
- your right to change your mind.

If you ask a door to door sales agent to leave, they must:

- go immediately, and
- not return for 30 days.

Door to door sales agents cannot visit you:

- on Sundays or public holidays
- before 9 am or after 6 pm on weekdays
- before 9 am or after 5 pm on Saturdays.

Check the sales agent's identity card. By law they must tell you:

- their name
- the contact details of the business they represent
- why they are at your door.

**Don't want a sales agent knocking at your door? Place a prominent sign that states this near your entrance. 'Do Not Knock' stickers are available at [www.accc.gov.au/doortodoor](http://www.accc.gov.au/doortodoor)**

## THINKING OF BUYING SOMETHING?

If you decide to buy at your door, the sales agent must provide you with an agreement.

The document must:

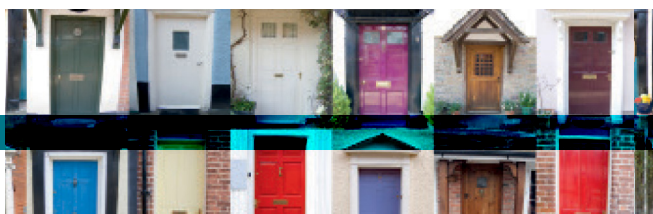
- be written in clear and plain language, and include all terms in full
- state the total price (including any postal or delivery charges), or how this is calculated
- contain the sales agent's and supplier's contact details
- be signed by you and the sales agent
- contain information about your rights to cancel the agreement, and a form to exercise these rights if you change your mind.

**Have you shopped around and compared prices? Make sure you're getting the best deal—see what other offers are out there.**

## IT'S OK TO CHANGE YOUR MIND

When you buy something at your door, you automatically receive 'cooling off' rights:

- You can change your mind and cancel the contract for any reason without penalty within 10 business days. This is called a 'cooling off' period and the sales agent must tell you about it before you sign.
- Even if the sales agent supplies the goods during this period, you can still 'cool off'.
- The sales agent cannot take payment during the 'cooling off' period, except for the supply of energy.



In some cases, your right to ‘cool off’ may be longer if the sales agent failed to abide by the law.

To cancel the agreement, simply tell the trader verbally or in writing that you no longer wish to go ahead with the sale.

Did you know that you can still shop around even after signing a door to door sales agreement? Take advantage of the ‘cooling off’ period to make sure that this is the best deal for you.

## ADDITIONAL RIGHTS

In addition to the rights already outlined, you also have the right to expect:

- truthful and accurate representations—sales agents cannot mislead or deceive you
- fair treatment—sales agents cannot act unconscionably towards you
- the product or service will do or perform as it should—if not, you may be entitled to a repair, replacement or refund.

In some situations, extra protections apply

- In some states and territories, additional protections apply to energy sales. Find out more at the Australian Energy Regulator website [www.aer.gov.au](http://www.aer.gov.au)
- It is generally illegal for sales agents to sell financial advice or products at your door without an earlier invitation.

