

Notice to consumer: Cancelling a door-to-door contract

Fair Trading Act 1989

This form is effective from 1 July 2010

Notice to supplier or dealer: This Notice and the accompanying Form 2 (Cancellation Form) must be given to the customer prior to signing any contract worth more than \$75.00 sold door-to-door. You must explain the rights and obligations of both parties and ensure the customer understands those rights and obligations. You should advise the customer to keep this form.

Notice to customer: You should receive a copy of the contract, this form and a Form 2 (Cancellation Form). Note that the dealer is the person who calls at your home to make a contract for the supply of goods or services and may not be the person who actually supplies the goods or services.

Supplier details	Name
	Address
	Suburb State <input type="text"/> <input type="text"/> <input type="text"/> Postcode <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Customer details	I have received this Notice of my cancellation rights (Form 1) and a copy of a blank Cancellation Form (Form 2).
	Name
	Address
	Suburb State <input type="text"/> <input type="text"/> <input type="text"/> Postcode <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
	Signed Date: <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> D D / M M / Y Y Y Y

Cancelling within 10 days

You have a cooling-off period of 10 days.

This means you have 10 days to ensure you want to go ahead with the purchase of the goods or services. A cooling-off period of 10 days applies to goods or services worth more than \$75.00 that are sold door-to-door in Queensland. The 10 days starts on and includes the day on which the contract is made.

You should not pay any money or allow services to be provided during this 10 day period unless emergency repairs need to be done.

To cancel during the cooling-off period, please read the information below and complete Part A of the Cancellation Form (Form 2).

What happens when I cancel?

If you cancel before the cooling-off period ends, your supplier must not continue planning to supply the goods or services under the agreement. If the supplier has supplied any goods (and this was not due to emergency needs specifically authorised by you under the agreement), you can return the goods without paying any money (or ask the supplier to come and pick up the goods at their cost). You must take reasonable care of any goods supplied.

What if I need emergency repairs?

In emergencies (e.g. following a storm), a person may come to your door offering to make emergency repairs. In these emergency situations, the door-to-door trader does not have to provide a 10 day cooling-off period before commencing work or receiving payment, and calling hours are not restricted. The door-to-door trader must still provide you with a proper written contract, wear identification and not harass you in any way.

Repairs of this type should only be carried out by licensed tradespersons in compliance with the *Domestic Building Contracts Act 2000*. For more information, contact the Building Services Authority on 1300 272 272.

Cancelling after 10 days

You are entitled to cancel the contract within six months of the date of the contract if the law has been broken in one of the following ways:

- a dealer called on you on a Sunday or a public holiday or before 9am or after 6pm Monday to Friday, or before 9am or after 5pm on a Saturday without an appointment
- a dealer did not produce an identity card setting out their full name and address and the supplier's full name and address
- a dealer did not clearly explain the purpose of the call
- a dealer or supplier did not leave the premises when asked
- you were not given this Notice (Form 1) and the Cancellation Form (Form 2) when a contract worth more than \$75.00 was made
- the contract did not set out in full all the terms of the contract before you signed the contract
- the contract did not include:
 - the total amount to be paid by you or how the amount was to be calculated
 - details of the work to be carried out
- you were not given a copy of the contract at the time you agreed to buy the goods or services
- a supplier or dealer accepted money from you or has supplied services during the 10 day cooling-off period
- if the dealer is not the supplier of the goods or services, the contract did not include dealer's full name and address
- the contract did not state above the place where you signed the statement 'This contract is subject to a cooling-off period of 10 days' printed in upper case in type no smaller than 18 point
- the contract suggests it is not covered by the laws and courts of Queensland
- the contract claims to change your consumer rights in the *Fair Trading Act 1989* regarding door-to-door trading
- force or harassment was used in relation to the supply of goods or services.

If the supplier or dealer returns or refunds money paid, you must return the goods. If you have not taken reasonable care of the goods, you will have to pay the supplier for any damage or loss of value.

If you have bought services door-to-door, cancelling a contract after the cooling-off period can be complicated and you will have to pay for any services received before cancellation.

To cancel after the cooling-off period, please complete Part B of the Cancellation Form (Form 2).

Please keep a copy of this Notice (Form 1) and the Cancellation Form (Form 2). You may need it at a later date.

If you have any enquiries, please contact us on 13 13 04 or visit your closest office.

1. This form must be returned to the supplier as outlined in the supplier details section on the front of this form.
2. Do not send this form to the Office of Fair Trading.
3. It is recommended that you retain a copy of the form for your records.