



Unsolicited goods

What to do with unsolicited goods: the basics

Unsolicited goods are items sent to you which you didn't order. They will be items the sender wants you to buy.

The Unsolicited Goods and Services Act affects anyone sending unsolicited goods and anyone receiving them. There are no exceptions.

Your rights with unsolicited goods

If you want the goods, pay for them and keep them.

If you don't want the goods, you have three options:

1. Do nothing. If sender hasn't collected the goods three months after you received them you may keep or dispose of them. When the sender contacts you to arrange collection you must name a time and place where they can be picked up. You must not refuse unreasonably to allow collection – if you do you can be asked to pay for the goods.
2. Or, write to the sender and ask for the goods to be collected. You must describe the goods and state a time and place where they can be collected. State clearly that you did not order the goods. If the sender doesn't collect the goods within 30 days (34 days if you posted your letter to the sender), you can keep the goods.
3. Or, you can send the goods back. The Act doesn't require you to do this because it is not your responsibility. You do not have to pay for their return. If you agree with the seller that you will send the goods back and then change your mind you can be asked to pay for them.

While you wait for unsolicited goods to be collected

While you wait for the goods to be collected, you:

- must not use the goods
- don't throw them away
- do not break them
- do not give them away
- must allow the sender to collect the goods.

Got a problem about returning the goods?

If the sender demands payment

If the sender demands payment without good reason the sender could be fined up to \$500 (or up to \$1,000 if a company).

Unless the sender has a right to be paid, they cannot threaten you with legal action or with giving the matter to a debt collection agency.

The sender can be fined up to \$750 (up to \$1,500 if a company) if you are threatened in this way.

However, you could be asked to pay for the goods if, during the three months (or 30 days if you asked for them to be collected), you:

- agreed to buy the goods
- agreed to return them but have used them, given them away or lent them, thrown them away or deliberately damaged them.

Goods ordered without your permission

If goods are delivered which were ordered on your behalf without your permission, you will not have to pay for them. Of course, you should not keep them either. It is wise to write to the sender explaining what has happened.

Someone who orders goods for you without your permission can be fined up to \$300 and may have to pay for the goods.