

Use registered mail to prove it was sent and when it was sent. You might want to take a photocopy of the letter or the form.

### What happens to the goods after I cancel?

You can hold onto the goods until you get the money back. The seller must come and pick up the goods from you. You don't have to take the goods to the seller. The seller must return your deposit, any items you traded in, or the money from the sale of the trade-in within ten days.

If the seller has altered your property or goods you can ask them to restore it to how it was before the work.

You must look after the goods while you are waiting for the seller to pick them up. You are responsible for them for 21 days after you cancel the contract. If you damage the goods you may have to pay for them.

### What happens if I cancel services?

The seller must refund everything you have paid. You do not have to pay anything even if they have already done work or provided services.

## For more information

For more information about your consumer rights visit [www.consumeraffairs.govt.nz](http://www.consumeraffairs.govt.nz) or your local Citizens Advice Bureau.

Contact details of your local Citizen's Advice Bureau are in the White Pages or online at [www.cab.org.nz](http://www.cab.org.nz). You can call 0800 FOR CAB (0800 367 222).

You can get free legal advice from a community law centre. Contact details of your local community law centre are in the White Pages or online at [www.communitylaw.org.nz](http://www.communitylaw.org.nz).

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*This factsheet should not be used as a substitute for specialist legal advice.*

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MINISTRY OF CONSUMER AFFAIRS  
MANATŪ KAIHOKOHOKO

# DOOR TO DOOR SALES

CONSUMER FACTS



MINISTRY OF CONSUMER AFFAIRS  
MANATŪ KAIHOKOHOKO

New Zealand Government

*The Door to Door Sales Act covers sales where the seller approaches you in your home. It covers sales of both goods and services.*

### **Did the seller approach me?**

The Act only applies if the seller approaches you. Examples of the seller approaching you are if:

- › the seller arrived at your house unexpectedly
- › the seller rang in advance to arrange a time
- › you got an advertisement in your letterbox and you rang to get a demonstration.

### **If the seller was selling goods**

The Act will only apply if you did not pay the full purchase price at the time you agreed to buy. If you paid the whole asking price by cash, cheque or credit card then the Act will not apply.

### **If the seller was selling services**

As long as the service costs more than \$40 (even if you pay cash) the Act will apply, for example, internet services, alarm monitoring, roof repairs.

### **You may still have rights under other consumer laws**

Even if the Door to Door Sales Act does not apply you may have rights under the:

- › Consumer Guarantees Act, if there are faults with goods or problems with services

- › Fair Trading Act, if the seller was untruthful or misleading.

For more information on these laws see [www.consumeraffair.govt.nz](http://www.consumeraffair.govt.nz) or our booklets “Your Consumer Rights (Goods)”, “Your Consumer Rights (Services)” or our factsheet “The Fair Trading Act”.

### **The paperwork is important!**

The law says the contract must be in writing and signed by you and the seller.

The contract must show:

- › the name and address of the seller and the person or company that you are borrowing from
- › what goods or services you are buying and how much money you are borrowing
- › how much it will cost to borrow, including the interest rate, the total amount of interest and any fees
- › how many payments you have to make
- › how much each payment will be
- › how you must make these payments
- › when and how you can cancel the contract
- › what will happen if you fail to pay, including default fees and charges and any goods you list as security.

You might feel pressured to sign the contract but you can take it away and get some advice. If you are thinking about buying on credit see our guide “Before you borrow money: ten questions to ask before you sign”.

### **Getting a copy of the contract**

You must be given a copy of the contract and a separate form called “Notice of Cancellation”. This must also list the name and address of the seller, and is for you to fill in and send back if you want to cancel.

### **Cancelling the contract**

Once the seller has left, you have a chance to rethink the purchase. You have a seven day cooling-off period. The seven days starts the day after you sign.

### **If the seller does not give you the required paperwork**

You have a month in which you can cancel if:

- › you were not given a copy of the contract
- › the seller didn’t give you a notice to cancel
- › you or the seller didn’t sign the contract
- › some information was missing or incorrect.

The contract cannot be enforced against you until the seller gives you the all the required and correct paperwork. When this happens you have another seven days to decide if you want to cancel.

### **How do I cancel?**

You don’t have to say why you want to cancel. Just fill in the notice of cancellation and send it to the seller.

Or if you don’t have the notice of cancellation, write to the seller and say that you are cancelling.