



Australian Capital Territory

Door-to-door Sales Act 1969 (repealed)

A1969-3

Republication No 1

Effective: 2 July 1991

Republication date: 31 January 2008

As repealed by A1991-7 s 21 (1)

Authorised by the ACT Parliamentary Counsel

About this republication

The republished law

This is a republication of the *Door-to-door Sales Act 1969* (repealed) effective 2 July 1991.

Kinds of republications

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- authorised republications to which the *Legislation Act 2001* applies
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Australian Capital Territory
DOOR-TO-DOOR SALES ACT 1969

Repealed by No. 7, 1991 (in force 1 July 1991)

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Australian Capital Territory

DOOR-TO-DOOR SALES ACT 1969

An Act relating to certain Credit Purchase Agreements

Short title

1. This Act may be cited as the *Door-to-door Sales Act 1969*.¹

Commencement

2. This Act shall come into operation on a date to be fixed by the Minister by notice published in the *Gazette*.¹

State Act to cease to apply

3. The Book Purchasers' Protection Act, 1899 of the State of New South Wales ceases to apply as a law in force in the Territory.

Interpretation

4. In this Act, unless the contrary intention appears—

“credit purchase agreement” means an agreement for or in respect of the sale of goods, the provision of services or the bailment of goods, being an agreement under which the purchaser is to pay the whole or part of the purchase price, rent or other consideration after the time at which the agreement is made, but does not include—

- (b) an agreement under which the purchaser is a body corporate;
- (c) an agreement under which the purchaser is a person whose trade or business is the trade or business of buying and selling goods of the same nature or description as the goods to which the agreement relates;
- (d) an agreement relating to the disposition of an estate or interest in land;

- (e) an agreement to perform work under a contract of service, or under a contract by virtue of which the contractor would be deemed to be a workman or to be working under a contract of service within the meaning of the *Workmen's Compensation Act 1951-1968*;
- (f) an agreement the negotiations for which were conducted entirely by post;

“goods” includes all chattels personal other than money, things in action or livestock, and also includes fixtures severable from land;

“purchaser” means a person by whom or on whose behalf goods are, under a credit purchase agreement, purchased or taken on bailment or agreed to be purchased or taken on bailment, or to whom services are provided under such an agreement, and includes a person by whom or on whose behalf an offer is made to purchase goods or to take goods on bailment under such an agreement and a person by whom or on whose behalf an offer is made to enter into such an agreement for the provision of services to the offeror;

“vendor” means a person by whom or on whose behalf goods are, under a credit purchase agreement, sold or bailed or agreed to be sold or bailed, or by whom or on whose behalf services are to be provided under such an agreement, and includes a person by whom or on whose behalf an offer is made to sell or bail goods, or to provide services, under such an agreement, a person to whom or to whose agent an offer is made to purchase goods or to take goods on bailment under such an agreement and a person to whom or to whose agent an offer is made to enter into such an agreement for the provision of services to the offeror.

Credit purchase agreements and related agreements

4A. (1) Where an agreement would be a credit purchase agreement but for the fact that the whole of the purchase price, rent or other consideration is paid at or before the time at which the agreement is made, the agreement shall be deemed to be a credit purchase agreement if money has been lent to the purchaser—

- (a) by the vendor;
- (b) where the vendor is a corporation, by a corporation that is related to the vendor within the meaning of subsection 7 (5) of the *Companies Act 1981* of the Commonwealth; or

(c) by a lender to whom the purchaser has been introduced by the vendor, being money lent in connexion with the payment of the purchase price, rent or other consideration.

(2) Where a credit purchase agreement is also a hire-purchase agreement, any contravention, by the dealer, of section 6 shall be deemed a contravention by the owner.

(3) In subsection (2), “hire-purchase agreement”, “dealer” and “owner” have the same meanings as under the *Hire-Purchase Act 1961-1969*.

Application

5. (1) This Act applies to a credit purchase agreement entered into at a place other than premises occupied by the vendor otherwise than as the result of an unsolicited request by the purchaser to the vendor to attend at that place for the purpose of entering into the agreement, making the offer that led to the agreement or conducting the negotiations that led to the entering into of the agreement or the making of the offer.

(2) For the purposes of this section—

- (a) a credit purchase agreement entered into as a result of an offer made at a place other than premises occupied by the vendor, or as a result of negotiations leading to the agreement or the offer conducted at a place other than premises occupied by the vendor, shall be deemed to have been entered into at that place; and
- (b) a credit purchase agreement shall be deemed not to have been made as the result of an unsolicited request by the purchaser if it is made following more than one attendance at a place of residence (whether by the vendor or by the same person or different persons on behalf of the vendor) and the first of those attendances did not follow such an unsolicited request.

(3) Nothing in this Act applies to or in relation to an agreement entered into by a purchaser in the ordinary course of his trade, business, profession or calling.

Conditions relating to credit purchase agreements to which Act applies

6. (1) A vendor shall not enter into a credit purchase agreement to which this Act applies unless—

- (a) immediately after entering into communication which could result in negotiations leading to the entering into of the agreement, the prospective purchaser has been given a statement—
 - (i) printed in type of a size not smaller than the type known as ten-point Times;
 - (ii) specifying the full name and address of the person carrying out the negotiations and the place of business of the vendor;
 - (iii) specifying a place in the Territory to which goods delivered to the purchaser in pursuance of such an agreement may be returned in the event of termination of the agreement under this Act; and
 - (iv) if the vendor is a company, setting out an authority signed by a director of the company authorizing the person carrying out the negotiations to carry out negotiations leading to the entering into of credit purchase agreements on behalf of the company;
- (b) the agreement is printed in type of a size not smaller than the type known as the ten-point Times;
- (c) the agreement sets out all the terms of the agreement and the total purchase price or other consideration to be paid or provided by the purchaser under the agreement;
- (d) a copy of the agreement is given to the purchaser at the time when the agreement is entered into;
- (e) a statement substantially in accordance with the form set out in Schedule 1, printed as a separate document in type of a size not smaller than the type known as ten-point Times, is completed by the vendor at the time the agreement is entered into in accordance with the instructions in that form; and
- (f) the statement referred to in paragraph (e) is, after completion, given to the purchaser after having been read aloud to him by the vendor.

Penalty: Five hundred dollars.

(2) Unless the purchaser, at the time the agreement is entered into, signs and gives to the vendor a statement to the effect that the statement referred to in paragraph (1) (e) was, after completion, given to the purchaser after having been read aloud to him by the vendor, the vendor shall be deemed to have failed to read or give the statement to the purchaser.

Restrictions on enforcement of credit agreements

6A. (1) Where a credit purchase agreement to which this Act applies has been entered into for the purchase of books or other publications, the vendor is not entitled to enforce the agreement against the purchaser unless—

- (a) at the time at which the purchaser signed the agreement, there appeared, immediately above the space in which the purchaser's signature was to be endorsed, a statement in accordance with the form in Schedule 2 and printed in type of a size not smaller than the type known as eighteen-point Times; and
- (b) the purchaser has, within the time specified in the statement referred to in paragraph (a), confirmed the agreement.

(2) Nothing in this section affects the operation of section 6.

Unenforceable credit purchase agreements

7. Where a vendor enters into a credit purchase agreement to which this Act applies in contravention of the last preceding section, the vendor is not entitled to enforce the agreement against the purchaser.

Termination of certain credit purchase agreements

8. Where the vendor under a credit purchase agreement to which this Act applies gives to the purchaser a statement under paragraph (f) of subsection (1) of section 6 of this Act, the purchaser or his or her spouse may terminate the agreement by serving or causing to be served a notice of termination substantially in accordance with the form of notice of termination included in that statement on the person named as the vendor in that statement in the manner and within the period specified in the statement.

Effect of termination of certain credit purchase agreements

9. Where a notice of termination of a credit purchase agreement is served on the vendor under the last preceding section, the agreement referred to in the notice is terminated as if rescinded by mutual consent for a total failure of consideration in respect of the agreement.

Vendor to repay moneys etc.

10. The vendor shall, within seven days after service on him of a notice of termination under section 8 of this Act, repay to the purchaser all moneys paid under or in respect of the credit purchase agreement and return to the purchaser any goods or other property given by the purchaser in pursuance of the agreement.

Penalty: Two hundred dollars.

Purchaser to deliver up goods

11. Where a notice of termination of a credit purchase agreement is served on the vendor under section 8 of this Act, the purchaser shall, forthwith on demand made by the vendor, return to the vendor, at a place in the Territory specified by the vendor in the statement given to the purchaser under paragraph (a) of subsection (1) of section 6 of this Act, any goods delivered to the purchaser in pursuance of the agreement.

Penalty: Two hundred dollars.

Liability of purchaser to compensate vendor

12. Upon the termination of a credit purchase agreement under this Act, the purchaser is liable to pay compensation to the vendor for any loss of or damage to any goods the subject of the agreement while they were in the custody of the purchaser, other than loss or damage arising from the normal use of the goods or loss or damage arising from circumstances beyond the control of the purchaser.

Collateral agreements rescinded

12A. (1) Where a credit purchase agreement is terminated by the purchaser in pursuance of section 8—

- (a) any agreement by a person to lend money to the purchaser in connexion with the purchase, hire or bailment of the goods or services the subject of the agreement; and
- (b) any guarantee or indemnity given by a person in respect of claims against the purchaser arising out of the credit purchase agreement or an agreement referred to in paragraph (a),

are, by force of this section, rescinded.

(2) Where an agreement is rescinded by force of subsection (1), any moneys paid by a person under the agreement may be recovered as a debt due to that person.

Falsely stating agreements to be in force or enforceable

13. A person shall not make or publish a statement, whether orally or in writing—

- (a) knowing that a credit purchase agreement to which this Act applies has been terminated under this Act, to the effect that the agreement is in force;
- (b) if a credit purchase agreement to which this Act applies is not enforceable against another person by virtue of this Act, to the effect that the agreement is enforceable against that person; or
- (c) knowing that a credit purchase agreement is not enforceable against another person by reason of this Act, to the effect that an agreement, guarantee or indemnity to which section 12A applies is enforceable.

Penalty: One thousand dollars or imprisonment for three months.

Proceedings not to prejudice right to recover goods

14. Proceedings for an offence against this Act do not affect the right of the purchaser or vendor to recover by action in a court of competent jurisdiction any moneys, goods or other property the subject of the proceedings.

Avoidance of certain provisions

15. A provision in a credit purchase agreement to which this Act applies or in another document under which a right conferred on a purchaser by this Act to terminate such an agreement is excluded or restricted is void.

Regulations

16. The Executive may make regulations, not inconsistent with this Act, prescribing all matters necessary or convenient to be prescribed for carrying out or giving effect to this Act.

SCHEDULE 1

Section 6

STATEMENT

To (*Vendor to insert name and address of purchaser*)

Take notice that you are entitled to terminate the credit purchase agreement made by you with (*Vendor to insert his name and address*) on the day of 19 , to purchase (*or hire or be provided with*) (*Vendor to insert concise description of goods or services*) by serving on the vendor notice of termination in writing in accordance with the form set out below by delivering it personally to the vendor at his address as shown above within the period of seven days from the date upon which this statement is given to you or by posting by prepaid post within that period a letter containing the notice of termination addressed to the vendor at that address.

NOTICE OF TERMINATION

To (*Insert name and address of vendor*)

Take notice that I hereby terminate the credit purchase agreement made by me (*or my spouse*) to purchase (*or hire or be provided with*) the abovementioned goods (*or services*) and require you, within seven days after this notice of termination is served on you, to repay all moneys paid by me (*or my spouse*) under or in respect of the agreement and return all goods or other property given to you by me (*or my spouse*) in pursuance of that agreement.

Dated this day of 19 .

(*Purchaser or his or her spouse to sign the notice*)

SCHEDULE 2

Section 6A

NOTICE TO PURCHASER

This agreement will only be enforceable against you if you notify the vendor in writing, not earlier than 5 days, and not later than 14 days, after the date of signing this agreement, that you wish to confirm it.

NOTE

1. The *Door-to-door Sales Act 1969* as shown in this reprint comprises Act No. 3, 1969 amended as indicated in the Tables below.

Citation of Laws—The *Self-Government (Citation of Laws) Act 1989* (No. 21, 1989) altered the citation of most Ordinances so that after Self-Government day they are to be cited as Acts. That Act also affects references in ACT laws to Commonwealth Acts.

Table of Ordinances

Ordinance	Number and year	Date of notification in <i>Gazette</i>	Date of commencement	Application, saving or transitional provisions
<i>Door-to-door Sales Ordinance 1969</i>	3, 1969	8 May 1969	26 May 1969 (see <i>Gazette</i> 1969, p. 2975)	
<i>Door-to-door Sales Ordinance 1976</i>	9, 1976	1 Mar 1976	1 Mar 1976	—
<i>Ordinances Revision (Companies Amendment) Ordinance 1982</i>	38, 1982	30 June 1982	1 July 1982	—
<i>Self-Government (Consequential Amendments) Ordinance 1989</i>	38, 1989	10 May 1989	Ss. 1 and 2: 10 May 1989 Remainder: 11 May 1989 (see s. 2 (2) and <i>Gazette</i> 1989, No. S164)	—
as repealed by <i>Door-to-Door Trading Act 1991</i>	7, 1991	5 March 1991	1 July 1991	

NOTE—continued**Table of Amendments**

ad. = added or inserted am. = amended rep. = repealed rs. = repealed and substituted

Provision	How affected
S. 4	am. No. 9, 1976
S. 4A.....	ad. No. 9, 1976
	am. No. 38, 1982
Ss. 5, 6	am. No. 9, 1976
S. 6A.....	ad. No. 9, 1976
S. 12A.....	ad. No. 9, 1976
S. 13	am. No. 9, 1976
S. 16	am. No. 38, 1989
Heading to The Schedule	rep. No. 9, 1976
Heading to Schedule 1	ad. No. 9, 1976
Schedule 2.....	ad. No. 9, 1976

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