



# AUSTRALIAN CAPITAL TERRITORY

Regulations 1991 No. 32<sup>1</sup>

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## Door-to-Door Trading Regulations

The Australian Capital Territory Executive hereby makes the following Regulations under the *Door-to-Door Trading Act 1991*.

Dated 22 November 1991.

TERRY CONNOLLY  
Attorney-General

BILL WOOD  
Minister

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**Citation**

1. These Regulations may be cited as the Door-to-Door Trading Regulations.

**Commencement**

2. These Regulations commence on 1 January 1992.

**Interpretation**

3. In these Regulations, unless the contrary intention appears—  
“Act” means the *Door-to-Door Trading Act 1991*.

**Prescribed forms**

4. (1) For the purpose of subparagraph 7 (1) (g) (i) of the Act, the prescribed form of the notice is Form 1 in the Schedule.

(2) For the purpose of subparagraph 7 (1) (g) (ii) of the Act, the prescribed form of the notice is Form 2 in the Schedule.

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## SCHEDULE

Form 1

Subregulation 4 (1)

### NOTICE OF CONSUMER'S RIGHT TO CANCEL "DOOR-TO-DOOR" CONTRACT

(This Notice must be **read aloud** in full and then given to the consumer at or immediately before making a "door-to-door" contract.)

This is a notice about the contract that you are making with me today ...../ ...../ .....  
Under this contract you are to receive the following goods/services:

.....  
.....

Before we make this contract, I am required to explain that the law gives you the right to cancel it.

**You may cancel this contract at any time during the next 10 days.**

You have 10 days during which you can simply change your mind and cancel this contract by giving written notice to the supplier. This "cooling-off" period starts from today, when you sign this contract. No money or trade-in can be handed over by you, and no services can be supplied to you, during this time.

If you have not cancelled the contract by the end of the 10 days, the goods/services must then be supplied to you and you must pay the money owing as agreed in the contract.

**You also have the right to cancel this contract within 6 months, if I did not follow the code of conduct imposed by the law on door-to-door traders; or I did not read this notice aloud to you; or the contract includes terms that are prohibited by law; or the contract is not in the form the law requires.\***

If you decide to cancel this contract, you must notify the supplier **in writing**. You can do this by filling in the "Notice to Cancel Contract" which I am giving to you now, or make up one of your own. You must then either deliver the notice personally or post it to the supplier's address. If you post the notice, it is a good idea to send it by certified mail so that you have a record that the notice was sent.

The Supplier's name and address are as follows:

Name .....

Address .....

.....

**\* For further information about your rights under the ACT law on door-to-door trading, contact the ACT Consumer Affairs Bureau.**

## SCHEDULE—continued

Form 2

Subregulation 4 (2)

## NOTICE TO CANCEL CONTRACT

TO: ..... (Supplier's name)  
 ..... (Supplier's address)  
 .....

I, (please print your name) ....., wish to cancel the "door-to-door" contract I made on ...../...../..... to receive from you the goods/services identified below:

.....  
 .....

My reason for cancelling the contract is as follows: (\* Cross out the reasons which do not apply)

- (a) I have changed my mind and no longer want to proceed with this contract. Therefore, I am claiming my right to cancel this contract within the 10 day "cooling-off" period;\* **or**
- (b) I believe the door-to-door trader involved in this contract failed to observe the code of conduct imposed by the law. Therefore, I am claiming my right to cancel this contract within 6 months;\* **or**
- (c) I believe the contract contains terms which misrepresent my rights or which claim to exclude the operation of ACT laws, and are prohibited by law. Therefore, I am claiming my right to cancel this contract within 6 months;\* **or**
- (d) I believe the contract does not follow the form or include the details required by section 7 (1) of the *Door-to-Door Trading Act 1991*. Therefore, I am claiming my right to cancel this contract within 6 months;\* **or**
- (e) The Notice informing me of my right to cancel this contract was not read aloud to me at the time the contract was made, as required by the law. Therefore, I am claiming my right to cancel this contract within 6 months.\*

Please repay to me immediately the money to which I am entitled under the law.

(This should be relevant only for cancellations made after the 10 day cooling-off period.)

Consumer's signature .....

Consumer's address .....

Date of cancellation ...../...../.....

(NOTE: If posting this notice, it is a good idea to send it by certified mail so that you have some record that the notice was sent. Otherwise, you must deliver this notice personally.

**To find out more about your rights under the ACT law on door-to-door trading, contact the ACT Consumer Affairs Bureau.)**

**NOTE**

1. Notified in the ACT Gazette on 3 December 1991.