

Unsolicited Consumer Agreements-Your Rights

What is an Unsolicited Consumer Agreement?

- An Unsolicited Consumer Agreement occurs where a Seller approaches a person at a place, other than the Seller's place of business, for the purpose of selling goods or services;
- The consumer did not invite the Seller to contact them;
- The total value of the agreement exceeds \$100.00;
- Examples include shopping centres, door-to-door sales and telemarketers.
 - If a Seller operates a kiosk in a shopping centre and the staff remain in the kiosk, it is unlikely that this will constitute an Unsolicited Consumer Agreement.

Sellers must...

- Not contact or approach consumers on Sundays or Public Holidays, before 9:00am and after 6:00pm on weekdays and before 9:00am or after 5:00pm on Saturdays;
- Cease to negotiate immediately upon the request of a consumer;
- Provide the consumer with a copy of the contract at the time it is signed, or within five (5) business days if the contract was negotiated by telephone.

The Contract

- The Seller must give the consumer a copy of the contract at the time it is signed, or within five (5) business days if it was negotiated by telephone;
- The document must be printed and signed by both the consumer and the Seller (or their representatives).

The Contract - (continued)

- It must be clear and easy to understand;
- It must contain details of the Seller, including their name, Australian Business Number (ABN) or Australian Company Number (ACN), place of business and contact information.
- It must clearly set out all the terms, in particular:
 - The consumer's termination rights;
 - The cooling off period; and
 - The total cost, or how this is to be calculated.

Terminating the Agreement

- The Australian Consumer Law (ACL) provides a "cooling off" period during which time the consumer may terminate the agreement without any consequences;
- If the Seller has not complied with their legal requirements, this cooling off period may be extended to up to six (6) months;
- If the consumer cancels the contract during the cooling off period, the Seller must refund any money the consumer has paid;
- To cancel during the cooling off period, the consumer must notify the Seller of intention to do so. **It is best to do this in writing!**

Remember...

You should never feel pressured to sign a contract on the spot. If you are not happy with the terms of the contract or you need time to understand them, ask to take the contract away to read and if necessary seek legal advice.

This factsheet is for general information purposes only. You should seek independent legal advice in respect to your specific circumstances.

Toowoomba

223 Hume St
PO Box 594
Toowoomba QLD 4350
Ph: 07 4616 9700

Ipswich

60 South St
PO Box 38
Ipswich QLD 4305
Ph: 07 3812 7000

Roma

96 Arthur Street
PO Box 794
Roma QLD 4455
Ph: 07 4523 6600

Warwick

69 Guy Street
Warwick QLD 4370

Ph: 07 4616 9700