

**DOOR-TO-DOOR SALES ACT.**

**New South Wales**



ANNO SEXTO DECIMO

**ELIZABETHÆ II REGINÆ**

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**Act No. 36, 1967.**

An Act to control and regulate certain agreements relating to the sale or bailment of goods, or the provision of services, on credit; and for purposes connected therewith. [Assented to, 19th September, 1967.]

**B**E it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows :—

Short title  
and com-  
mencement.

**1.** (1) This Act may be cited as the "Door-to-Door Sales Act, 1967".

(2) This Act shall commence upon a day to be appointed by the Governor and notified by proclamation published in the Gazette.

**2.**

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2. (1) In this Act, unless the context or subject matter No. 36, 1967 otherwise indicates or requires—

Interpre-  
tation.

“Credit arrangement” means any hire-purchase agreement, as defined in the Hire-Purchase Act, 1960, as amended by subsequent Acts, and any agreement for the sale of goods under which the whole of the purchase price is not required to be paid at the time of the sale.

“Credit purchase agreement” means any agreement for or with respect to the sale of goods, the provision of services, or the bailment of goods, not being an agreement under which the whole of the purchase price, rent, or other consideration is paid by the purchaser in cash or by cheque at or before the time at which the agreement is made, but does not include—

- (a) a hire-purchase agreement, as defined in the Hire-Purchase Act, 1960, as amended by subsequent Acts;
- (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 which relates to the disposition of an estate or interest in land;
- (e) an agreement to perform work under a contract of employment, or by virtue of which the contractor would be deemed to be a worker within the meaning of the Workers' Compensation Act, 1926, as amended by subsequent Acts;
- (f) an agreement the negotiations for which were conducted entirely by mail; or

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(g) an agreement under which the vendor and the purchaser are persons who are or were parties to a credit arrangement that is in force or has been in force within two years before the agreement is entered into.

“Goods” includes all chattels personal other than money or livestock and includes any fixtures severable from realty.

“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, under such an agreement, provided 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, under such an agreement, to be provided 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.

(2) For the purposes of this Act, where any offer to enter into a credit purchase agreement is made, or any negotiations leading to the entering into of a credit purchase agreement or to an offer to enter into a credit purchase agreement are conducted, at the place of residence or employment of a purchaser, any credit purchase agreement entered into as a result of that offer or those negotiations and any offer to enter into a credit purchase agreement, being an offer

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offer made as a result of those negotiations, shall be deemed to have been entered into or made, as the case may be, at the place of residence or employment of that person. No. 36, 1967

3. Where a credit purchase agreement is made, or an offer to enter into a credit purchase agreement is made by the purchaser, at the place of residence or employment of the purchaser the agreement or offer shall be unenforceable by the vendor unless— Credit purchase agreement or offer to be in writing, etc.

- (a) the agreement or offer is in writing;
- (b) a copy of the agreement or offer is given to the purchaser at the time when the agreement or offer is made; and
- (c) a statement and notice appended thereto, in the form of the Schedule to this Act, duly completed by the vendor in accordance with the instructions to the vendor contained in that Schedule is given to the purchaser at the time when the agreement or offer is made.

4. (1) Where a credit purchase agreement is made, or an offer to enter into a credit purchase agreement is made by the purchaser, at the place of residence or employment of the purchaser the agreement or offer may be terminated by the purchaser or his or her spouse giving or causing to be given personally or by post, as provided in this section, to the person named as vendor in the notice appended to the statement given to the purchaser pursuant to the provisions of paragraph (c) of section three of this Act a notice in or to the effect of the notice set out in the Appendix in the Schedule to this Act. Power to terminate certain credit purchase agreements and offers.

(2) Notice pursuant to subsection one of this section may be given by delivering it personally to the address shown in the notice appended to the statement referred to in that subsection within a period of five days after the date upon which the statement was given to the purchaser (whether or not the agreement had been entered into at the time that statement was so given) or by properly addressing and posting by prepaid post a letter containing the notice to the vendor at that address within that period.

**5.**

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**No. 36, 1967** **5.** (1) Where a notice of termination is given pursuant to the provisions of section four of this Act the agreement or, where there is no agreement, the offer to enter into an agreement, referred to in the notice shall be deemed to have been rescinded by mutual consent and there shall also be deemed to have been a total failure of consideration in respect of the agreement or the offer, as the case may be.

Effect of  
termination  
of certain  
credit  
purchase  
agreements.

(2) The vendor shall, within seven days after being given the notice, repay to the purchaser all moneys paid under or with respect to the agreement or offer and redeliver any goods or other property given by the purchaser pursuant to the agreement or offer.

(3) Any vendor who is given a notice of termination pursuant to the provisions of section four of this Act and who fails or refuses to repay any moneys or redeliver any goods or other property in accordance with the provisions of subsection two of this section shall be guilty of an offence against this Act and, without prejudice to the right of the purchaser to recover any moneys, goods or other property by action in a court of competent jurisdiction, shall be liable to a penalty not exceeding two hundred dollars.

(4) Where a notice of termination is given pursuant to the provisions of section four of this Act the purchaser shall deliver up forthwith on demand being made by the vendor any goods delivered to him pursuant to the agreement.

(5) A purchaser who fails to deliver up any goods delivered to him pursuant to an agreement in accordance with the provisions of subsection four of this section shall be guilty of an offence against this Act and, without prejudice to the right of the vendor to recover the goods by action in a court of competent jurisdiction, shall be liable to a penalty not exceeding two hundred dollars.

(6) The purchaser shall be liable to pay compensation to the vendor for any loss of or damage to any goods the subject of the agreement or offer 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 purchaser's control.

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6. (1) Nothing in this Act shall render a credit purchase agreement or an offer to enter into a credit purchase agreement unenforceable or authorise the termination of any such agreement or offer if it is proved that the agreement or offer was made as the result of an unsolicited request made by the purchaser to the vendor to attend the purchaser's place of residence or employment to enter into negotiations which resulted in the agreement or offer.

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Act not to be applicable to agreements or offers initiated at the request of the purchaser.

(2) For the purposes of this section an agreement or offer shall be deemed not to be made as the result of an unsolicited request if it is made following more than one attendance at the place of residence or employment of the purchaser (whether by the same or different persons on behalf of the vendor) and the first of those attendances did not follow an unsolicited request made by the purchaser.

7. Any provision in a credit purchase agreement or offer to enter into a credit purchase agreement or in any other document whereby any right conferred on a purchaser by this Act to terminate such an agreement or offer is excluded or restricted is void.

Avoidance of certain provisions.

8. Any penalty imposed by this Act may be recovered in a summary manner before a stipendiary magistrate or any two justices in petty sessions.

Recovery of penalties.

9. (1) The Governor may make regulations, not inconsistent with this Act—

Regulations.

- (a) varying or adding to the Schedule to this Act;
- (b) exempting from the provisions of this Act any class of vendors or any class of credit purchase agreements or offers to enter into credit purchase agreements;
- (c) prescribing all matters which are necessary or convenient to be prescribed for carrying out or giving effect to this Act.

(2)

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- No. 36, 1967** (2) The Schedule as varied or added to pursuant to any such regulations shall be the Schedule to this Act.
- (3) The regulations shall—
- (a) be published in the Gazette;
  - (b) take effect from the date of publication or from a later date to be specified in the regulations; and
  - (c) be laid before both Houses of Parliament within fourteen sitting days after publication thereof if Parliament is in session, and if not, then within fourteen sitting days after the commencement of the next session.
- (4) If either House of Parliament passes a resolution of which notice has been given at any time within fifteen sitting days after the regulations have been laid before the House disallowing any regulation or part thereof, the regulation or part thereupon ceases to have effect.
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SCHEDULE.

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## STATEMENT.

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

Take notice that you are entitled to terminate the agreement, or offer to enter into an agreement, made by you on the day of 19 to purchase (or hire or be provided with) (*Vendor to insert concise description of goods or services*)

†by giving to the vendor notice in the form of the Appendix to this statement addressed to the vendor at his address as shown in the Appendix at any time within five days after the date upon which this statement is given to you.

## APPENDIX.

## NOTICE.

TO (*Vendor to insert name and address of vendor*)

Take notice that I hereby terminate the agreement made by me, or, where there is no agreement, the offer made by me to enter into an agreement, to purchase (or hire or be provided with) the above-mentioned goods or services and require you, within seven days after your being given this notice, to repay all moneys paid by me under or with respect to the agreement or offer and to deliver all goods or other property given to you by me pursuant to the agreement or offer.

Dated this                      day of                      19 .  
(Signed)\*

\* To be signed by the purchaser or his or her spouse.

† The notice may be given by delivering it personally to the vendor at his address as shown in the notice set out in the above Appendix within a period of five days after the date upon which the above statement was given to you or by properly addressing and posting by prepaid post a letter containing the notice to the vendor at that address within that period.

NOTE.—If posting this notice the purchaser is recommended to send it by registered post in order to facilitate proof of the giving of the notice.

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COMPANIES