

Door-to-Door Sales Act 1967 No 36

[1967-36]



New South Wales

Status Information

Currency of version

Repealed version for 7 July 1999 to 29 August 2004 (accessed 9 November 2024 at 12:49)

Legislation on this site is usually updated within 3 working days after a change to the legislation.

Provisions in force

The provisions displayed in this version of the legislation have all commenced.

Notes—

- **Repeal**

The Act was repealed by the [Fair Trading Amendment Act 2003 No 35](#), sec 4 with effect from 30.8.2004.

Authorisation

This version of the legislation is compiled and maintained in a database of legislation by the Parliamentary Counsel's Office and published on the NSW legislation website, and is certified as the form of that legislation that is correct under section 45C of the [Interpretation Act 1987](#).

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Door-to-Door Sales Act 1967 No 36



New South Wales

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.

1 Name of Act and commencement

- (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 Interpretation

- (1) In this Act, unless the context or subject matter otherwise indicates or requires:

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
- (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 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.

3 Credit purchase agreement or offer to be in writing etc

- (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 shall be unenforceable by the vendor unless:
 - (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 in the form of Part 1 of the Schedule and a notice in the form of Part 2 of the Schedule, contained in separate documents, duly completed by the vendor in accordance with the instructions to the vendor contained in that Schedule is given to the purchaser:
 - (i) except as provided by subparagraph (ii), before the agreement or offer is made, or
 - (ii) in the case of an agreement made by way of acceptance by the vendor of a written offer signed by or on behalf of the purchaser, before the written offer was so signed.

(2) Where:

- (a) a credit purchase agreement is made at the place of residence or employment of the purchaser and it is not in writing, or
- (b) a credit purchase agreement is made in writing, or an offer to enter into a credit purchase agreement is made in writing by the purchaser, at the place of residence or employment of the purchaser and:
 - (i) a copy of the agreement or offer, and
 - (ii) a statement in the form of Part 1 of the Schedule and a notice in the form of Part 2 of the Schedule, contained in separate documents, duly completed by the vendor in accordance with the instructions to the vendor contained in that Schedule,

is not given to the purchaser before the agreement or offer is made,

the vendor shall be liable to a penalty not exceeding 2 penalty units.

- (3) Where a person is convicted of an offence arising under subsection (2), the court may:
 - (a) order that person to pay to the purchaser all moneys paid by the purchaser under or with respect to the credit purchase agreement or offer and redeliver any goods or other property given by the purchaser pursuant to the agreement or offer, and
 - (b) order the purchaser to deliver up to the vendor any goods delivered to the purchaser pursuant to the agreement or offer.
- (4) Any person against whom an order under subsection (3) is made who fails or refuses to comply with the order shall be guilty of an offence against this Act, and, without prejudice to the right of the purchaser or vendor, as the case may be, to recover any moneys, goods or other property by action in a court of competent jurisdiction, shall be liable to a penalty not exceeding 2 penalty units.

- (5) For the purposes of this section, a credit purchase agreement, a statement and notice referred to in this section or any part of such an agreement, statement or notice (not being the signature or initials of any person):
- (a) that is in handwriting that is not clear and legible, or
 - (b) that is printed or typewritten in a size less than the face measurement of the type known as ten-point Times new Roman,
- shall be deemed not to be in writing.

4 Power to terminate certain credit purchase agreements and offers

- (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 3 a notice in or to the effect of the notice set out in Part 2 of the Schedule.
- (2) Notice pursuant to subsection (1) 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 ten 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 Effect of termination of certain credit purchase agreements

- (1) Where a notice of termination is given pursuant to the provisions of section 4 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.
- (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 4 and who fails or refuses to repay any moneys or redeliver any goods or other property in accordance with the provisions of subsection (2) 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 2 penalty units.

- (4) Where a notice of termination is given pursuant to the provisions of section 4 the purchaser shall deliver up forthwith on demand being made by the vendor any goods delivered to the purchaser pursuant to the agreement.
- (5) A purchaser who fails to deliver up any goods delivered to the purchaser pursuant to an agreement in accordance with the provisions of subsection (4) 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 2 penalty units.
- (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.

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

- (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.
- (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 Avoidance of certain provisions

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.

8 Recovery of penalties

Any penalty imposed by this Act may be recovered in a summary manner before a Local Court.

9 Regulations

- (1) The Governor may make regulations, not inconsistent with this Act:
 - (a) varying or adding to the Schedule,

(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) The Schedule as varied or added to pursuant to any such regulations shall be the Schedule to this Act.

(3), (4) (Repealed)

Schedule

Part 1

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 Part 2 of this Schedule addressed to the vendor at the vendor's address as shown in that notice at any time within ten days after the date upon which this statement is given to you.

The vendor's address for the service of notices or the return of goods is**

Part 2

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 the vendor's address as shown in the notice set out in the above Appendix within a period of ten 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.

** Insert address.

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.