

DOORSTEP SELLING

At some time during the year each of us receives a 'knock at the door' only to open it to find someone selling goods or services. Follow this advice on the do's and don'ts of buying from your doorstep.



WHAT TO DO:-

- Check any credentials of the caller. Always ask for identification and NEVER let anyone into your home if you are uncertain about them.
- Ask yourself if you really want the item/goods? Think whether or not it is something you would have gone out to purchase had the person not knocked at the door.
- Can you afford it? - often by shopping around you can find the same or similar items cheaper elsewhere.
- Make sure you get the name, address and telephone/contact number of the person you are dealing with - you may need to get hold of them again at a later date.
- Get everything in writing from the company, including any promises or guarantees they make either about their service or the product they are selling.
- Read all the documentation carefully. If you are at all in any doubt, ask to have the paperwork looked over by a friend, colleague or someone at the Citizens Advice Bureaux or Trading Standards. Reputable companies will not mind, nor pressure you in to signing.
- If the company state they belong to a trade association, ring them to double check that they do and ask what this can give you by way of support in a dispute.
- **Remember** if you were cold-called - or even if you have invited the trader to your home - and the value of the goods you are buying is over £35, you will have a seven-day cancellation period in which you can change your mind. This means any money or goods you have given (say in part exchange) must be refunded, but likewise any goods you have received from the company should be returned.

WHAT NOT TO DO:-

- **Never** let anyone into your home that you have doubts about - remember it is YOUR home and you shouldn't feel pressured or bullied.
- Don't part with any money unless you know what you're getting in return.
- Never sign a blank form - for any reason - it may cost you a fortune in the long run.
- Don't be fooled by offers of free prizes, holidays or the like, it is rare you will get something for nothing there is usually a hidden cost involved!

OTHER USEFUL TIPS:-

There are many useful tips that you can remember when buying goods of any kind, not just from the door:-

If you use a credit card, and the value of the contract price is over £100, then the credit card company become equally liable for any breach of contract or misrepresentation. This is useful should the goods or services turn out to be faulty and you can make no contact with the trader.

If you have parted with money as means of a deposit and received items from the trader in return, you will have a 'lien' over those goods if you change your mind within the time limits. (This means a right to hold on to them until you get your money back, although you have a responsibility to look after them.)



The trader (if the visit is unsolicited) should give you written notice of your rights to cancel, if not the contract may be unenforceable.

If you enter into a consumer credit agreement (signed in your own home), you will have 5 days after receipt of the second copy to cancel the agreement. This will also cancel any linked transaction i.e. if the credit agreement was for replacement windows, it will also cancel that contract.

What if the doorstep seller implies that the goods (e.g. dusters, ironing board covers and the like) have been produced by blind or disabled people in an attempt to prick your conscience? The Law Trading Representations (Disabled Persons) Act 1958 as amended by the Trading Representations (Disabled Persons) Amendment Act 1972 makes this a criminal offence.

The 'teams' who do this type of trickery often target areas and can earn as much as £3,000 per trip. Although the matter should be reported to your local trading standards department, there will be little they can do if they have no details of the people concerned.

Remember, even with the most reputable trader you may have problems, but the above will help eliminate some of the difficulties in dealing with them.

Finally, all goods that you purchase from a trader must be of satisfactory quality, fit for the purpose and as described. If they are not, you **may** be entitled to your money back. Likewise, a service should be carried out with reasonable care and skill, for a reasonable price (if not agreed in advance) and within a reasonable time.

Trading Standards Website: www.tradingstandards.gov.uk/kent

For further consumer advice please call Consumer Direct on the local rate number given below

08454 04 05 06

