

## DOOR-TO-DOOR SALES

---

### No. 3 of 1969

#### An Ordinance relating to certain Credit Purchase Agreements.

Short title.

**1.** This Ordinance may be cited as the *Door-to-door Sales Ordinance 1969*.\*

Commence-  
ment.

**2.** This Ordinance shall come into operation on a date to be fixed by the Minister by notice published in the *Gazette*.†

State Act to  
cease to apply.

**3.** The Book Purchasers' Protection Act, 1899 of the State of New South Wales ceases to apply as a law in force in the Territory.

Definitions.

**4.** In this Ordinance, unless the contrary intention appears—

“credit purchase agreement” means an agreement for or in respect of the sale of goods, the provision of services or the bailment of goods, being an agreement under which part only of the purchase price, rent or other consideration is paid by the purchaser at or before the time at which the agreement is made, but does not include—

- (a) a hire-purchase agreement;
- (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 relating to the disposition of an estate or interest in land;
- (e) an agreement to perform work under a contract of service, or under a contract by virtue of which the contractor would be deemed to be a workman or to be working under a contract of service within the meaning of the *Workmen's Compensation Ordinance 1951-1968*;
- (f) an agreement the negotiations for which were conducted entirely by post; or
- (g) an agreement under which the vendor and the purchaser are persons who, within the period of

\* Made on 1 May 1969; notified in the *Commonwealth Gazette* on 8 May 1969.

† The date fixed was 26 May 1969; see *Commonwealth Gazette* 22 May 1969, p. 2975.

two years before the agreement is entered into, were parties to—

- (i) a hire-purchase agreement that is in force; or
- (ii) an agreement that is in force for or in respect of the sale of goods under which part only of the purchase price is required to be paid at the time of sale;

“ goods ” includes all chattels personal other than money, things in action or livestock, and also includes fixtures severable from land;

“ hire-purchase agreement ” means a hire-purchase agreement within the meaning of the *Hire-purchase Ordinance 1961-1966*;

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

**5.—(1.)** This Ordinance applies to a credit purchase agreement entered into at a place of residence otherwise than as the result of an unsolicited request by the purchaser to the vendor to attend at that place for the purpose of entering into the agreement, making the offer that led to the agreement or conducting the negotiations that led to the entering into of the agreement or the making of the offer. Application.

**(2.)** For the purposes of this section—

- (a) a credit purchase agreement entered into as a result of an offer made at a place of residence, or as a result of negotiations leading to the agreement or the offer conducted at a place of residence, shall be deemed to have been entered into at that place of residence; and

- (b) a credit purchase agreement shall be deemed not to have been made as the result of an unsolicited request by the purchaser if it is made following more than one attendance at a place of residence (whether by the vendor or by the same person or different persons on behalf of the vendor) and the first of those attendances did not follow such an unsolicited request.

Conditions relating to credit purchase agreements to which Ordinance applies.

**6.—(1.)** A vendor shall not enter into a credit purchase agreement to which this Ordinance applies unless—

- (a) before carrying out negotiations leading to the entering into of the agreement, the prospective purchaser has been given a statement—
- (i) printed in type of a size not smaller than the type known as ten-point Times;
  - (ii) specifying the full name and address of the person carrying out the negotiations and the place of business of the vendor;
  - (iii) specifying a place in the Territory to which goods delivered to the purchaser in pursuance of such an agreement may be returned in the event of termination of the agreement under this Ordinance; and
  - (iv) if the vendor is a company, setting out an authority signed by a director of the company authorizing the person carrying out the negotiations to carry out negotiations leading to the entering into of credit purchase agreements on behalf of the company;
- (b) the agreement is printed in type of a size not smaller than the type known as the ten-point Times;
- (c) the agreement sets out all the terms of the agreement and the total purchase price or other consideration to be paid or provided by the purchaser under the agreement;
- (d) a copy of the agreement is given to the purchaser at the time when the agreement is entered into;
- (e) a statement printed in type of a size not smaller than the type known as ten-point Times and substantially in accordance with the form set out in the Schedule to this Ordinance is duly completed by the vendor in accordance with the instructions to the vendor contained in that form; and
- (f) the statement so completed is given to the purchaser at the time when the agreement is entered into.

**Penalty:** Five hundred dollars.

(2.) For the purposes of this section, a copy of a credit purchase agreement shall be deemed not to have been given to a purchaser who is unable to read, whether because of total or partial blindness or other infirmity or because of illiteracy, unless the agreement and the statements referred to in this section have also been read to that person.

7. Where a vendor enters into a credit purchase agreement to which this Ordinance applies in contravention of the last preceding section, the vendor is not entitled to enforce the agreement against the purchaser.

Unenforceable credit purchase agreements.

8. Where the vendor under a credit purchase agreement to which this Ordinance applies gives to the purchaser a statement under paragraph (f) of sub-section (1.) of section 6 of this Ordinance, the purchaser or his or her spouse may terminate the agreement by serving or causing to be served a notice of termination substantially in accordance with the form of notice of termination included in that statement on the person named as the vendor in that statement in the manner and within the period specified in the statement.

Termination of certain credit purchase agreements.

9. Where a notice of termination of a credit purchase agreement is served on the vendor under the last preceding section, the agreement referred to in the notice is terminated as if rescinded by mutual consent for a total failure of consideration in respect of the agreement.

Effect of termination of certain credit purchase agreements.

10. The vendor shall, within seven days after service on him of a notice of termination under section 8 of this Ordinance, repay to the purchaser all moneys paid under or in respect of the credit purchase agreement and return to the purchaser any goods or other property given by the purchaser in pursuance of the agreement.

Vendor to repay moneys, &c.

Penalty: Two hundred dollars.

11. Where a notice of termination of a credit purchase agreement is served on the vendor under section 8 of this Ordinance, the purchaser shall, forthwith on demand made by the vendor, return to the vendor, at a place in the Territory specified by the vendor in the statement given to the purchaser under paragraph (a) of sub-section (1.) of section 6 of this Ordinance, any goods delivered to the purchaser in pursuance of the agreement.

Purchaser to deliver up goods.

Penalty: Two hundred dollars.

12. Upon the termination of a credit purchase agreement under this Ordinance, the purchaser is liable to pay compensation to the vendor for any loss of or damage to any goods the subject of the agreement 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 control of the purchaser.

Liability of purchaser to compensate vendor.

13. A person shall not make or publish a statement, whether orally or in writing—

- (a) knowing that a credit purchase agreement to which this Ordinance applies has been terminated under this Ordinance, to the effect that the agreement is in force; or
- (b) if a credit purchase agreement to which this Ordinance applies is not enforceable against another person by virtue of this Ordinance, to the effect that the agreement is enforceable against that person.

Falsely stating that agreement is in force or is enforceable.

Penalty: One thousand dollars or imprisonment for three months.

Proceedings  
not to prejudice  
right to recover  
goods.

14. Proceedings for an offence against this Ordinance do not affect the right of the purchaser or vendor to recover by action in a court of competent jurisdiction any moneys, goods or other property the subject of the proceedings.

Avoidance of  
certain  
provisions.

15. A provision in a credit purchase agreement to which this Ordinance applies or in another document under which a right conferred on a purchaser by this Ordinance to terminate such an agreement is excluded or restricted is void.

Regulations.

16. The Governor-General may make regulations, not inconsistent with this Ordinance, prescribing all matters necessary or convenient to be prescribed for carrying out or giving effect to this Ordinance.

---

## THE SCHEDULE

Section 6.

### STATEMENT

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

Take notice that you are entitled to terminate the credit purchase agreement made by you with (*Vendor to insert his name and address*) on the            day of            19    , to purchase (*or hire or be provided with*) (*Vendor to insert concise description of goods or services*) by serving on the vendor notice of termination in writing in accordance with the form set out below by delivering it personally to the vendor at his address as shown above within the period of seven days from the date upon which this statement is given to you or by posting by prepaid post within that period a letter containing the notice of termination addressed to the vendor at that address.

### NOTICE OF TERMINATION

To (*Insert name and address of vendor*)

Take notice that I hereby terminate the credit purchase agreement made by me (*or my spouse*) to purchase (*or hire or be provided with*) the abovementioned goods (*or services*) and require you, within seven days after this notice of termination is served on you, to repay all moneys paid by me (*or my spouse*) under or in respect of the agreement and return all goods or other property given to you by me (*or my spouse*) in pursuance of that agreement.

Dated this            day of            19    .

(*Purchaser or his or her spouse to sign the notice*)

---