



Nottinghamshire
County Council
Community Services

Trading Standards *Information*

Doorstep Selling – Know your rights

Doorstep sellers can be very persuasive. Trading Standards receives hundreds of complaints from people who have brought goods or have had work done on their home following high-pressure selling – and lived to regret it.

Problem Areas

Sales People

Sales people who call at your home may seem friendly and genuine. They may use high-pressure sales techniques by telling you scare-stories, or offering you a 'special' discount or 'free gift'. But they only want one thing – to sell you something so they can make money. You do not have to buy it – you can probably get a better deal by shopping around, and buying from reputable businesses.

Builders and other workmen

Another type of caller you may get is the doorstep odd-jobber who is 'in the area'. Sometimes they tell you they have spotted a problem with your roof or chimney. Others say they have had some paving slabs or tarmac 'left over from another job'. All of them promise that you are getting a bargain.

These 'bargains' almost always cost far more than they are worth. These traders rely on people not knowing how much a job should cost, so they charge well over the odds.

We get many complaints about poor workmanship or even no work being done at all.

These traders can also put on a lot of pressure to pay up, even driving people to the bank to withdraw hundreds of pounds in cash. Sometimes they claim to find other 'problems' so they keep increasing the cost until it runs into thousands of pounds.

And lastly they usually prove impossible to trace when you want to get a refund or complain about shoddy work. Many only give you a mobile phone number, or the address they give doesn't exist.

What can I do?

Buying goods and services

- 1 If in doubt, don't let sales people in – just say 'No thank you' and close the door.
- 2 Always check the identity of all callers, and find out the name, and address of the seller's company.
- 3 Don't be taken in by high pressure selling. Remember that you can probably get a better bargain by shopping around.
- 4 Ask for more time if you are not sure. A reputable seller will understand.
- 5 Get a receipt with the name, address and phone number of the company on it.
- 6 Always read agreements very thoroughly before you sign. If you do not understand something, ask the seller for an explanation. Agreements can be checked at Trading Standards Advice Centres.
- 7 Consider paying by credit card for goods or services costing more than £100. The credit card company will give you some additional protection.
- 8 If you sign for something and then change your mind, find out if you have cancellation rights – see below. Act quickly – there may be a time limit.
- 9 Be careful not to sign a document agreeing to a sales visit under the guise of taking part in a street survey, prize draw, or other scam. These may be used to try to take away your cancellation rights. You will still have cancellation rights if you did not initiate the visit to your home.

Please turn over...

Trading Standards County Hall West Bridgford Nottingham NG2 7QP Tel: 08450 505 200	Trading Standards 16 Regent Street Mansfield Nottinghamshire NG18 1SS Tel: 08450 505 200	Trading Standards 2 Middle Gate Newark Nottinghamshire NG24 1AG Tel: 08450 505 200	Trading Standards 17B The Square Retford Nottinghamshire DN22 6DB Tel: 08450 505 200
Website: www.consumercomplaints.org.uk Minicom: 0115 9772395			

Having work done on your home

- 1 Never agree to have work done by someone who claims they can see a problem with your house. You can always call a reputable trader to check if there really is a problem.
- 2 Don't be taken in by offers of a bargain. If you want work doing on your house, get quotes from at least 3 companies. Don't always choose the cheapest – the quality may be poor.
- 3 Always use local, reputable traders. Make sure you know that their name, address and phone number really exists. Be wary of only mobile phones. Reputable companies have landlines.
- 4 Ask friends and relatives to recommend traders that they have used and are happy with.
- 5 Get the free booklet 'Home Improvements' from Trading Standards. This outlines how to manage having work done on your home or visit the Office of Fair Trading web site: www.oft.gov.uk

What cancellation rights do I have?

You will have cancellation rights for contracts you sign at home in the following circumstances:

Unsolicited visits

- You may be able to cancel if you agree to buy something during an unsolicited visit to your home, and the goods or services cost more than £35.
- 'Unsolicited' means that you did not initiate the visit e.g. either the seller called at your home uninvited, or you agreed to a visit after a seller phoned or visited you without your prior consent. A 'solicited' visit is a visit that you have requested. Responding to an article or leaflet can count as inviting the seller to call.
- You may have cancellation rights for both goods and services, like double glazing and home improvements, but NOT for home extensions or perishable goods.
- If you do have cancellation rights the seller must give you them in writing. If this isn't done, the seller may be committing an offence and the contract cannot be enforced.
- If you have cancellation rights under these rules you have to cancel within 7 days. You must cancel in writing. Send the letter certified of posting so that you have proof.

You have different rights if you sign for credit – see the next section

Credit Deals

If you agree to buy goods or services on credit and sign a credit agreement at home you have the right to cancel if:

- You discussed the deal face-to-face with the trader; and
- The amount of credit is between £50 and £25,000.

It does not matter whether you invited the trader to call or not.

When you sign, you should be given a copy of the credit agreement, which sets out your cancellation rights. You should also receive, through the post, a second copy of this agreement or a notice of your cancellation rights.

You have up to five days after you receive this second copy to cancel.

Send your cancellation in writing by recorded delivery so that you have proof of postage.

Please note that you do not have the right to cancel credit agreements signed on the trader's premises unless the terms and conditions of the contract say so.

If you need help or advice

Contact the Trading Standards Advice Centre as soon as possible on **08450 505 200** We will explain your rights to you, and help you solve the problem.

This leaflet is a brief summary of the law regarding doorstep selling. It is not an authoritative document on the law and is only intended for guidance. For further advice please contact Trading Standards.

All our information leaflets are available in a range of formats, including tape, large print or Braille. They can also be translated into any main language spoken in Nottinghamshire. If this would be useful to you please contact us on 0115 9773389.