

Fair Trading Act Form 2

Cancellation form: Door-to-door sales in Queensland

Fair Trading Act 1989

This form is effective from 1 July 2009

ABN: 97 406 359 732

Department of **Employment, Economic
Development and Innovation (DEEDI)**

Notice to supplier or dealer: This form and the accompanying Form 1 (Notice to Consumers) must be given to the customer prior to signing any contract worth more than \$75.00 sold door-to-door. You must explain the rights and obligations of both parties associated with Form 1 and ensure the customer understands those rights and obligations. You should advise the customer to keep this form with the contract.

WARNING

Do not send to the Office of Fair Trading.

Supplier or dealer address
to whom this completed
form is being sent.

Name

Address

Suburb State Postcode

Phone Fax

Part 1 — Cancellation form to use during 10 day cooling-off period

Customer to complete

Consumers have a 10 day cooling-off period on door-to-door sales contracts. To cancel your agreement within that period, complete this form or write a letter containing the following information and **send it to the supplier within 10 days of the date the original agreement was signed:**

I (customer name)
of
..... (customer address)
.....
exercise my rights under the *Fair Trading Act 1989* to end my contract in relation to the
purchase of
.....
..... during the 10 day cooling-off period.
Signed Date / /

Part 2 — Cancellation form to use after 10 day cooling-off period

Customer to complete

Consumers have the right to cancel a door-to-door sales agreement after the 10 day cooling-off period if the dealer or supplier has not complied with the law. If this is the case, to cancel your agreement complete this form or write a letter containing the following information and send it to the supplier within a six month period of the date the original agreement was signed:

I (customer name)
of
..... (customer address)
wish to cancel my contract in relation to the purchase of
.....

I am giving notice that I am cancelling the contract on the ground(s) that (tick all that apply):

- the dealer or supplier called at my home:
 - on a Sunday or public holiday
 - before 9am or after 6pm Monday to Friday
 - before 9am or after 5pm on a Saturday (insert date and time)
without an appointment and the supplier did not have an exemption allowing them to call at other times
- the dealer did not produce an identity card setting out their full name and address and the supplier's full name and address
- the dealer or supplier did not clearly explain the purpose of the call
- the dealer or supplier did not leave the premises when asked
- the dealer or supplier did not give me the Notice (Form 1) and the Cancellation Form (Form 2) when a contract worth more than \$75.00 was made
- the contract did not set out in full all the terms of the contract before I signed the contract
- the contract did not include:
 - the total amount to be paid by me or how the amount was to be calculated
 - details of the work to be carried out
- the dealer or supplier did not give me a copy of the contract at the time I agreed to buy the goods and services
- the dealer or supplier accepted money from me or supplied services to me during the 10 day cooling-off period
- the dealer was not the supplier of the goods or services and the contract did not include the dealer's full name and address
- the contract did not state above the place where I signed the statement 'This contract is subject to a cooling-off period of 10 days' printed in upper case in type no smaller than 18 point
- the contract suggests it is not covered by the laws and courts of Queensland
- the contract claims to change my consumer rights in the *Fair Trading Act 1989* regarding door-to-door trading
- force or harassment was used in relation to the supply of the goods or service.

Signed

Date / /
D D / M M / Y Y Y Y

The Office of Fair Trading suggests you keep a copy of the signed form and send it via registered mail or keep the fax transaction sheet to prove it arrived. If you have any enquiries please contact us on 13 13 04 or visit your closest office.

1. This form must be returned to the supplier as outlined in the supplier details section on the front of this form.
2. Do not send this form to the Office of Fair Trading.
3. It is recommended that you retain a copy of the form for your records.
4. The Office of Fair Trading homepage is www.fairtrading.qld.gov.au.
5. To view the provisions of the *Fair Trading Act 1989* see www.legislation.qld.gov.au/Acts_SLs/Acts_SL_F.htm.