

Cancelling after 10 days

You are entitled to cancel the contract within six months of the date of the contract if the law has been broken in one of the following ways:

- a dealer called on you on a Sunday or a public holiday or before 9am or after 6pm Monday to Friday, or before 9am or after 5pm on a Saturday without an appointment and the supplier did not have an exemption allowing them to call at other times
- a dealer did not produce an identity card setting out their full name and address and the supplier's full name and address
- a dealer did not clearly explain the purpose of the call
- a dealer or supplier did not leave the premises when asked
- you were not given this 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 you signed the contract
- the contract did not include:
 - the total amount to be paid by you or how the amount was to be calculated
 - details of the work to be carried out
- you were not given a copy of the contract at the time you agreed to buy the goods or services
- a supplier or dealer accepted money from you or has supplied services during the 10 day cooling-off period

- if the dealer is not the supplier of the goods or services, the contract did not include dealer's full name and address
- the contract did not state above the place where you 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 your consumer rights in the *Fair Trading Act 1989* regarding door-to-door trading
- force or harassment was used in relation to the supply of goods or services.

If the supplier or dealer returns or refunds money paid, you must return the goods. If you have not taken reasonable care of the goods, you will have to pay the supplier for any damage or loss of value.

If you have bought services door-to-door, cancelling a contract after the cooling-off period can be complicated and you will have to pay for any services received before cancellation.

To cancel after the cooling-off period, please complete Part B of the Cancellation Form (Form 2).

Please keep a copy of this Notice (Form 1) and the Cancellation Form (Form 2). You may need it at a later date.

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.