DEALING WITH DOORSTEP CALLERS YOUR RIGHTS

DON'T BE A **VICTIM**

- Keep front and back doors **locked**
- Fit a door bar/chain and **use** it
- Only deal with callers by appointment
- Always ask for an identity card and check it carefully.

 Do not ring any numbers on the card as they may be false.

 Use a number from the phone book or directory enquires
- Don't pay cash on the doorstep



Safer Caerphilly County Borough
Bwrdeistref Sirol Caerffili Saffach

DOORST—PPERS
SAY NO TO DOORSTEP CALLERS

www.caerphilly.gov.uk/safercch

Mae'r ddogfen hon ar gael yn Gymraeg, ac mewn ieithoedd a fformatau eraill ar gais. This document is available in Welsh, and in other languages and formats on request.

Cooling Off Period

If the goods and services you buy cost more than £35 then you generally have 7 days in which to change your mind and cancel the contract.

If you agree to receiving goods or having any work done before the 7 days are up then you have to give your **agreement in writing** to the trader for them to go ahead.

If the trader does not ask you for your agreement in writing you can cancel at any time during the 7 days and receive a full refund. If the trader has asked for you agreement in writing and you decide to cancel within the 7 days then you may have to pay a reasonable cost for any materials or goods used by the trader.

Your Right to Cancel

By law, the trader must give you **written** details of your right to cancel. Failure to do this is a criminal offence, and the contract cannot be enforced against you. Details of the right to cancel may be set out in the body of the contract, or you may be given a separate form.

If you **are** entitled to cancellation rights but are not given details in writing then the agreement cannot be enforced and you don't have to pay a penny, even if goods or services have already been supplied.

If you **do** cancel the contract, and goods have already been delivered, you must keep them safe and let the seller collect them.

If you **are** given written details of your rights and decide to cancel the contract, you can get back any **money** you paid. But if you have received certain goods or services which would be awkward or virtually impossible to hand back (e.g. perishable goods or home improvement services), then you will have to pay for what you have received, even if you cancel the contract.

Ask them to Leave

If someone visits your home attempting to sell you goods or services and you ask them to leave, or not return, and they ignore your request then they are committing a criminal offence.

This leaflet is a simplified statement of the law and does not spell out all the exceptions in the legislation.

If in doubt, keep them out

BEWARE

Doorstep sellers may use lines like these to get into your home.

- "Congratulations! You've won a prize! If you could just sign here for it..."
- "I noticed you've got a few loose tiles on your roof..."
- "There have been a lot of burglaries round here..."
- "This cut-price special offer is only available if you sign today..."
- **■** "I'm doing a survey..."

Remember, doorstep sellers can be extremely persuasive. Once you let a doorstep seller into your home, they will expect a sale.

They wont give up easily.

To complain about a doorstep caller ring **Trading Standards** on 01495 235291 or **Gwent Police** on 01633 838111.

For general consumer complaints call **Consumer Direct Wales** on 08454 04 05 06

CASE STUDIES

CASE STUDY 1

Two pensioners received a phone call saying they had won a free holiday. When a representative of the company called at their house, he persuaded the couple to buy a vacuum cleaner for £1,600. They later got their money back after complaining to their local Trading Standards Officer.

"We didn't need or want a vacuum cleaner but he was so persuasive we didn't know what to do. The whole experience has made us very wary of doorstep sales. Now we simply say 'no thanks' and shut the door."

CASE STUDY 2

Cowboy builders persuaded a pensioner to part with £300 for home repairs, £100 more than the price he thought he had verbally agreed with them.

"I felt intimidated into giving them the money. I wrote asking for a refund but the letter was returned with 'address unknown' stamped on it, so it's clear they were a bogus firm."

CASE STUDY 3

A 79-year-old man was persuaded by doorstep salesmen to have a small patio built for £1,300. They demanded half the money up front, and even drove him to his bank so he could withdraw the money. His son tried unsuccessfully to cancel the contract and reclaim his father's money.

"My father gets confused sometimes and didn't realise he was being massively overcharged for a job I could do for £500."

Call Crimestoppers free on 0800 555111. You don't have to give your name.

