



## **DOORSTEP CALLERS – YOUR RIGHTS AND OTHER ADVICE**

Whilst there is no legislation in place to prevent someone knocking on your door and offering you goods or services for sale, there are many points of law consumers may not be aware of and which can always help identify the rogue from the legitimate.

### **What is an 'unsolicited' visit?**

An 'unsolicited' visit is one that you have not 'expressly requested'. The following are examples of unsolicited visits:

- A cold call from a salesperson who is trying to sell you something.
- A cold call where the person visiting makes an appointment for a second visit (even if the second visit is from a different sales person).
- An appointment made as a result of an unrequested telephone call.
- A salesman visiting to collect a card he left earlier.

### **What agreements are not covered?**

The Regulations do not cover agreements for the sale of food and drink, goods supplied by regular roundsmen (e.g. daily milk & newspaper deliveries), agreements for £35 and under, agreements relating to land, construction or extension of property, insurance and investment agreements. Catalogue goods that are ordered through an agent are generally not covered, provided that the trader already allows the customer to return the goods within seven days.

### **You can always ask an unsolicited visitor to leave your property.**

It may be seen as trespass otherwise and you could notify the police.

### **Any caller to your home offering goods or services for sale should show identification and a licence to sell, issued by the local district council.**

Be on your guard if neither is provided or an excuse offered.

**If you are “cold-called” at your door in this way, then the salesperson MUST provide you with cancellation rights in a written form, assuming you decide to buy.**

**This means telling you that you have a right to cancel, an address and phone number to contact, with paperwork supporting this.**

However, the cost of goods or service must be over £35 for cancellation rights to apply, so a pedlar selling dusters or knives does not have to provide such information if the amount falls below £35.

You have seven days from the day after agreement or signature to cancel.

In effect, if you change your mind, please ensure you WRITE to cancel, keep a copy of your letter and ideally send it by way of recorded delivery. Any deposit paid should be refunded.

Some local neighbourhoods in the South West have adopted a strict no cold calling zone approach by establishing “No Cold Calling Zones”. Set up in conjunction with Local Partners such as the police, local council and Trading Standards, it can provide a welcome deterrent to the unwelcome knock.



You can call Consumer Direct to arrange for Scamwise leaflets and door stickers to be sent to you requesting no cold callers.

Call Consumer Direct on 08454 04 05 06 for advice on Cold Calling or any other consumer- related matter.



Further useful information can be found, for example, on the Gloucestershire Trading Standards website, link as follows:  
<http://www.tradingstandards.gov.uk/glos/pdf/Know%20Your%20Rights.pdf>