
DOOR STEP SELLING

Know your rights and stay safe

This document outlines the rights that you have when buying goods or services from someone who comes to your home.

Why is there a need for different rights?

When you buy goods or services in your own home, the salesperson or trader can be in an advantageous position over you as you may have difficulty getting them to leave until you sign an agreement to buy from them. If you felt under pressure to sign and then subsequently realise that you do not need the goods or you cannot afford them, you now have rights that will usually protect you. These rights are in the [Cancellation of Contracts made in a Consumer's Home or Place of Work, etc Regulations 2008](#). They apply to contracts with a value of over £35, made on or after 1st October 2008.

Why might I need protection?

Most tradespeople who turn up on your doorstep are not likely to be rogues. However, there are widespread incidents where older or vulnerable people become the victim of doorstep crimes or unscrupulous practices. These typically include:

- Paying excessive prices for house repairs or garden maintenance
- Having to pay cash, in full, before the job is finished
- Being left with an incomplete job, where the trader refuses to finish it or undertake necessary repairs
- Having no come-back against the trader as they only gave a mobile phone number
- Having possessions stolen whilst being distracted by a doorstep caller

Being aware of your rights and taking preventative action can stop you becoming a victim of many of these despicable acts.

How can I protect myself?

The first thing to know is that it is not illegal for people to sell goods through knocking at your door. Nor is it illegal for them to telephone you at home out of the blue. However, there are things that you can do to stop or reduce the occurrences of these.

To stop telephone calls, from companies that you have not given permission to contact you in this way, you can register free with the Telephone Preference Service.

A common tactic used by traders to generate new business is to distribute flyers through your door promoting their services. If you get such a leaflet or flyer through your door and you are interested in contracting with them for services, there are a number of aspects to look out for as signs of a dubious trader:

- BEWARE of traders who request that you display the flyer prominently in your window if you want to take up their services. This frequently indicates traders who are 'here today and gone tomorrow' and you may have no other way of getting hold of them if you want a job finished or repairs carried out
- BEWARE of traders who do not put a landline telephone number or an address on their flyers, as they too may not be staying in the area for long
- BEWARE of traders who do not provide you with the full name of the business on their promotional materials as this often indicates that they are not properly registered

If you decide that you do want to trade with a company who has put a flyer through your door, contact the company through the details on the flyer and arrange for them to come out and see you, at an agreed time to discuss the service.

If the trader has not posted a flyer, but just knocks on your door, again there are a number of ways that you can protect yourself:

- Identity cards
 - BEWARE of traders who do not carry an identification card
 - BEWARE of traders who carry identification cards, but who are not prepared to let you closely examine the card
 - BEWARE of traders whose identification cards do not have a landline phone number on them for you to call the company and confirm the identity of the doorstep caller
- BEWARE of traders who do not provide you with the full name of the business, a landline phone number and an address
- BEWARE of traders who are not prepared to leave you with any paperwork

Reputable traders will carry identification cards that you can examine; showing a landline phone number you can call to confirm their identity. However, just to be sure, keep the trader outside while you check their identification.

It is a good idea to have a safety chain fitted to your door so that you can open it a little way to talk to the person and for them to hand you their identification card, without risking your security. Then, EVERY time you open the door LOCK, STOP, CHAIN, CHECK:

- LOCK – wherever you are in the house, at home or away, keep all doors locked
- STOP – think, are you expecting anybody at this time today?
- CHAIN – put the chain on before opening the door

-
- CHECK – ask for and verify their identification card

Remember you also have the [Law of Trespass](#) to support you. If you feel uneasy at any time about a trader being in your home, you have the right to ask them to leave immediately. If they refuse, they are trespassing on your property and you should call the Police. However, it is much better not to let them in at all!

What happens if I choose to give them work?

If you decide that you want to go ahead with the work that you have discussed, ensure they provide you with a written quotation. You should then seek to get a second quotation from another reputable trader so you know the cost and time estimates are realistic.

If you decide to sign a contract with a company who has come out to your home, whether you asked them to or not, the new regulations will cover you for most instances, including home improvements and the purchase of goods. However, they do NOT cover:

- Agreements for mortgages, home purchase plans or home revision plans made during a visit which you, the customer, requested
- Contracts for the construction, sale or rental of property
- Contracts under £35 in value
- Agreements which are cancellable under the Consumer Credit Act 1974
- Solicited credit agreements that are regulated under the Consumer Credit Act 1974

Can I change my mind?

Where the new regulations apply, they give you the right to cancel a contract without penalty within seven calendar days of you signing the agreement. This is referred to as a 'cooling-off' period.

If you have paid a deposit, provided you cancel within the seven days, you are entitled to a full refund.

How do I cancel it?

You are entitled to have written details of your cancellation rights regardless of whether the contract is made verbally or in writing. This should be provided to you at the same time as your contract is made. If you have not been provided with this, it may be a criminal offence and could result in the contract being unenforceable. Your local Trading Standards service may wish to investigate this further.

To cancel the agreement, you should write stating that you are cancelling the contract in accordance with your legal rights. You are not under any obligation to use a cancellation form provided by the company. You should ensure that your cancellation notice or letter is sent by recorded delivery, email or delivered by hand. Keep a copy of the

notice, letter or email for your own records, and if it is goods that you purchased, you must keep them safe until the trader has collected them. You are not required to return goods until any money that is owed to you has been paid.

The contract is deemed to have been cancelled once the cancellation notice or letter has been posted, not when it was received or read by the trader.

What if the work I need doing is an emergency?

If the work you want completed is an emergency and needs to be done within the seven day 'cooling-off' period, then you need to agree this in writing with the trader.

If you then wish to cancel the service within the seven days, you need to pay for the work done or goods that you have received. This may include:

- The supply of goods to meet an emergency
- The supply of goods or services relating to a funeral or of any other kind
- The supply of goods made to a customer's specifications or clearly personalised
- The supply of goods which by their nature are consumed, and before the cancellation, were so consumed
- The supply of goods which, before cancellation, had become incorporated in any land or thing not comprised in the cancelled contract
- The supply of perishable goods
- The supply of newspapers, periodicals or magazines
- Advertising in any medium, and
- The supply of goods, the price of which is dependent on fluctuations in the financial market which cannot be controlled by the trader

Provided you are sensible and aware when commissioning work through traders who come out to your home, you should not become one of the statistics who fall victim to rogue traders each year.

The information contained within this leaflet is correct at the time of publication, although safelocaltrades.com accepts no liability for any losses or damage incurred as a result of acting on the recommendations outlined above.

For further information, visit:

Trading Standards

www.tradingstandards.gov.uk

Telephone Preference Service

www.mpsonline.org.uk/tps