

NORTHERN TERRITORY OF AUSTRALIA

Regulations 1992, No. 25*

Regulations under the *Consumer Affairs and
Fair Trading Act*

I, KEITH JOHN AUSTIN ASCHE, the Acting Administrator of the Northern Territory of Australia, acting with the advice of the Executive Council, hereby make the following Regulations under the *Consumer Affairs and Fair Trading Act*.

Dated 1 June 1992.

K.J.A. ASCHE
Acting Administrator

CONSUMER AFFAIRS AND FAIR TRADING
(DOOR-TO-DOOR TRADING) REGULATIONS

1. CITATION

These Regulations may be cited as the Consumer Affairs and Fair Trading (Door-to-Door Trading) Regulations.

2. COMMENCEMENT

These Regulations shall come into operation on the commencement of Part VII of the *Consumer Affairs and Fair Trading Act 1990*.

3. FORMS

(1) For the purposes of section 101(1)(g)(i) of the Act, Form 1 in the Schedule is the notice explaining the right of a consumer to rescind a contract to which Part VII of the Act applies.

(2) For the purposes of sections 101(1)(g)(ii) and 108 of the Act, Form 2 in the Schedule is the prescribed form of the notice of rescission of a contract to which Part VII of the Act applies.

* Notified in the *Northern Territory Government Gazette* on 10 June 1992.

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SCHEDULE

Regulation 3(1)

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FORM 1

Section 101(1)(g)(i)

NOTICE OF RIGHT TO RESCIND DOOR-TO-DOOR CONTRACT

TO:
(insert name of consumer)

YOU ARE ENTITLED TO RESCIND (i.e. CANCEL) THE CONTRACT YOU MADE
ON 19

TO PROVIDE
(insert a concise description of the goods or
services to be supplied)

BY SENDING A RESCISSION NOTICE (IN OR TO THE EFFECT OF THE
ATTACHED NOTICE)

TO:
(insert full name of supplier)

AT THIS ADDRESS
.....
(insert full postal address of place of business of
the supplier of the goods or services)

AT ANY TIME WITHIN THE 10 DAY COOLING-OFF PERIOD.
This period begins on the day on which the contract is made.

YOU MAY BE ENTITLED TO RESCIND THE CONTRACT WITHIN 6 MONTHS IF:

(a) the contract contains provisions which exclude or restrict
the operation of Northern Territory laws; (section 99).

or

(b) the contract is not properly filled out or is not signed
and copies of the contract and associated documents are not
given to you; (section 101)

or

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- (c) the dealer called on you - (Division 3, Part VII)
 - at any time on a Sunday or public holiday,
 - before 9.00 am or after 5.00 pm on a Saturday,
 - before 9.00 am or after 8.00 pm on any other day,or failed to leave when you asked, failed to give you an identity card or harassed you;

or

- (d) if the supplier or dealer accepts money from you before the expiration of the cooling-off period or supplies services during that period; (section 102(1) or (2)).

If you think you have a right to rescind the contract for one of these reasons you should first seek legal advice from your solicitor or check with the Office of Consumer Affairs and Fair Trading.

Regulation 3(2)

Consumer Affairs and Fair Trading Act

FORM 2

Sections 101(1)(g)(ii)
and 108

NOTICE OF RESCISSION OF CONTRACT

TO:
(insert name and address of supplier)

I
rescind the contract made by me on 19

to
(insert a brief description of the goods or services
which were to be supplied)

I am exercising my right to rescind the contract -

*(a) before the expiration of the 10-day cooling off period;

OR

*(b)

because

.....
(briefly describe reason for rescission)

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which is contrary to *section 99(1)/*section 101/*section 102(1) or (2)/*section 103/*section 104/*section 105/*section 106(1) of the *Consumer Affairs and Fair Trading Act*.

I require that you repay forthwith all money due to me under or with respect to that contract.

Dated Signed
(consumer's signature)

(*Strike out whichever is not applicable)

INSTRUCTIONS

This notice must be given by delivering it personally to the supplier or sending it by post in an envelope addressed to the supplier -

(a) within 10-days of the date on which the contract was made (in the case of a rescission of a contract of kind referred to in section 100 of the *Consumer Affairs and Fair Trading Act*);

or

(b) within 6 months of the date on which the contract was made (in the case of a rescission for a contravention of, or failure to comply with, section 99(1), section 101, 102(1) or (2), 103, 104, 105 or 106(1) of the *Consumer Affairs and Fair Trading Act*).
