

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 keep large sums of money in the home.

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..."

"This cut-price special offer is only available if you sign today..."

"I'm doing a survey..."

Home Services Directory

Older residents who are considering employing someone to carry out work at their property can use the Home Services Directory. City of York Council Trading Standards in partnership with Age Concern York and the Police launched the Home Services Directory in June 2000.

The directory lists a range of traders, such as electricians, decorators, joiners and gardeners, who have undergone an assessment process and have signed an undertaking that they will trade fairly and adopt certain working practices.

For information on the directory go to www.york.gov.uk, contact Age Concern York on 01904 627995 or telephone Consumer Direct on 08454 04 05 06.

If you would like this information in an accessible format (for example large print, braille or by email) please telephone (01904) 551550.



Doorstep selling – Know your rights



Know your rights

Cooling off period

If the goods and services you buy cost more than £35, and you did not invite the seller to call, then you generally have seven days to change your mind and cancel the contract. Responding to an advertisement in the paper or a leaflet dropped through your letterbox counts as inviting the seller to call.

If you agree to a visit after the seller rings you up or sends someone round to ask if he or she can visit, you still have the right to cancel within seven days.

Your right to cancel

- By law, the seller must give you written details of your right to cancel (there are exceptions to this rule). 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.
- If you make the first contact with the seller, and invite them to call, you have no legal right to change your mind and cancel the contract. There are two exceptions:
 1. if the contract specifically gives you cancellation rights;
 2. if you bought the goods or service on credit in which case you will generally have five days to cancel.

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

Case studies

A York resident was persuaded to pay £1200 to a builder who called at her home and advised her that her ridge tiles and garage roof needed replacing. The woman found that the standard of the work was so poor that the roof leaked when it rained. The woman's attempt to contact the trader by writing to the address on the receipt was unsuccessful – the letter was returned marked 'gone away'. She had to pay a reputable trader to re-do the work properly.

A man selling fish called at the home of two pensioners, who agreed to buy £20 worth of fish. The trader asked the buyers to find carrier bags and then followed them into their home where he told them they owed £156.00. The pensioners refused to pay but felt intimidated and shaken by the experience.

A 90 year old woman received a telephone call advising her that crime rates were rising and offering an alarm system and panic button. A salesman visited within hours of the call and persuaded her to pay £530.00 for the security devices. The woman's daughter sought advice from Trading Standards and was able to help her mother cancel the agreement within the statutory cooling off period.

An unsolicited call from a double glazing salesman resulted in a pensioner with dementia signing a contract for thousands of pounds worth of double glazing. The trader was reluctant to allow cancellation so relatives contacted Trading Standards for advice and the trader eventually cancelled the contract and returned the deposit.

A 87 year old woman received an uninvited visit from a salesman selling electric beds and was pressurised into agreeing to buy a bed at a cost of £3699. Once the salesman had left she tried to cancel the contract by completing the cancellation form on the agreement by sending it to the trader. This resulted in another uninvited visit where the woman was again pressurised into purchasing the bed but this time no cancellation rights form was left with her. When she tried to cancel the trader ignored her and cashed her cheque. On this occasion Trading Standards were able to prosecute the trader for failing to abide by the right of the consumer to cancel this agreement and the court awarded compensation that the consumer's money be refunded.

For further advice or to report any suspicious caller telephone Consumer Direct on 08454 04 05 06.