


International comparison of countries' domestic doorstep selling legislation

Annexe E of the doorstep selling report


May 2004

E INTERNATIONAL COMPARISON OF COUNTRIES' DOMESTIC DOORSTEP SELLING LEGISLATION

Country	National Legislation	Summary
 AUSTRIA	Consumer Protection Act (Konsumentenschutzgesetz – KSchG)	<p>Under § 3 of the Consumer Protection Act (Konsumentenschutzgesetz - KSchG) a doorstep sale is where the consumer enters into the contract outside the trader's normal business premises (unless the consumer is enticed there through a promotional excursion or after being approached on the street) and not at a stand used by the trader for the purpose at a fair or market.</p> <p>The Act applies to all transactions involving a trader (acting in the course of business) and someone to whom this does not apply (consumer).</p> <p>An explicit exception is made for transactions by individuals prior to and in preparation for setting up a business ('Gründungsgeschäfte werbender Unternehmer') (§ 1 Abs 3 KSchG). Contracts between employers and employees or those in a similar position are also excepted (§ 1 Abs 4 KSchG).</p> <p>The one-week period for cancellation begins to run once consumers receive a written document at least the trader's name and address and a notice of their right to cancel (§ 3 Abs 1 KSchG).</p> <p>The wording of the notice does not have to follow the wording of § 3 of the Act (except in the case of sales with payment by installments under § 24 KSchG). It merely has to convey</p>

Country	National Legislation	Summary
		<p>the same message clearly enough. However, the courts have consistently held that simply referring to 'the right to cancel under § 3 KSchG' is not sufficient. If the notice is incorrect or incomplete, the courts take the view that none has been served. As long as the necessary written information (trader's name and address, full and correct notice of the right to cancel) has not been delivered, the period allowed for cancellation does not begin to run. The right to cancel in this case does not expire until 1 month after the contract is concluded.</p> <p>Essential conditions for exercising the right to cancel</p> <ul style="list-style-type: none"> • The transaction must be a consumer transaction. • The contract must be entered into on the trader's business premises or at a stand of his at a fair or market (but not if the consumer is enticed to the trader's business premises through a promotional excursion or after being approached on the street). • The initiative for the contract (approach to begin contract negotiations) must come from the trader. • The contract cannot be one that is concluded without any discussion beforehand. • The sum involved must exceed a certain minimum (200 or 600 schillings). <p>The period allowed for cancellation cannot already have expired.</p> <p>Notice of cancellation must be given in writing in order to be legally valid (§ 3 (4) KSchG).</p>


Country	National Legislation	Summary
		<p>Consumers merely have to send a document containing their or the trader's agreement to the contract back to the trader (or representative involved in negotiating the contract) with a note indicating that they do not accept the conclusion or continuation of the contract. It is sufficient if the notice of cancellation is posted within the period indicated in paragraph 1 (Abs. 1).</p> <p>In the event of cancellation traders have to return any payments already made plus the legally required interest of 4% per annum. If a consumer has incurred necessary and meaningful expenses in connection with the transaction, these also have to be reimbursed. Consumers have to return the goods received and, if they have already used them, must pay an appropriate amount for their use and for any loss in value as a result.</p> <p>If the goods cannot be returned consumers must pay the trader the equivalent value, to the extent that they benefit from them.</p> <p>Agreements that deviate from these provisions to the detriment of the consumer are void under the Act.</p> <p>Consumers can seek remedy through individual action in the courts.</p> <p><i>© European Communities, 1995-2004. The information contained in this annex is reproduced from the official website of the European Communities at http://europa.eu.int</i></p>

Country	National Legislation	Summary
 BELGIUM	<p>Itinerant Trades and Organisation of Public Markets Act 1993</p> <p>Commercial Practices and Consumer Information and Protection Act 1991</p>	<p>There are two laws in Belgium regulating doorstep selling or, more generally, sales to consumers concluded away from the trader's business premises.</p> <p>1. The first is the Itinerant Trades and Organisation of Public Markets Act (<i>Wet betreffende de ambulante activiteiten en de organisatie van de openbare markten</i>) of 25 June 1993.</p> <p>The purpose of this legislation was primarily to counteract the competitive advantage which door-to-door salesmen enjoy over other ordinary traders. To redress this balance, doorstep selling may only be carried out with the prior approval of the Ministry of Small and Medium-Sized Businesses.</p> <p>Certain activities are, however, exempt from such a requirement, such as non-commercial sales for charitable purposes only, occasional sales of goods that are the property of the seller, public auctions, sales as part of trade and agricultural fairs and shows, occasional events organised by local traders (e.g. street fairs) for which the local authorities have given permission. Nor is authorisation required for regular sales of food or newspapers and magazines by traders (see European legislation). Sales and services specifically requested in advance by the consumer are also exempt from the authorisation requirement.</p>

Country	National Legislation	Summary
		<p>There is a ban on doorstep selling for certain other goods, such as imitation jewellery, leather goods and watch making articles.</p> <p>The provisions of the act are enforced by a number of controls and penalties.</p> <p>The main importance of this act for the consumer lies in the fact that the Commercial Practices Act (see below) makes compliance with the Itinerant Trades Act a condition for a valid doorstep selling transaction with the consumer.</p> <p>The Itinerant Trades Act thus protects the consumer indirectly.</p> <p>2. The second piece of legislation is the Commercial Practices and Consumer Information and Protection Act (<i>Wet betreffende de handelspraktijken en de voorlichting en bescherming van de consument</i>) of 14 July 1991 (Chapter V, Section 11). As the title suggests, the main aim of this is to protect the consumer against rash purchases made as a result of the 'element of surprise' inherent in this sales technique: the consumer is caught unprepared by the trader's visit and tends not to be in a position to compare the quality and price of the offer with that of other goods.</p> <p>The act applies only to consumers, defined as 'any natural or legal person that, for non-professional purposes only, acquires or uses products or services placed on the market.'</p>


Country	National Legislation	Summary
		<p>If someone pays you a visit to try to persuade you to take out a subscription to a magazine that you would use in your work, you will not qualify as a consumer as defined in this act.</p> <p>The Commercial Practices Act defines sales to consumers concluded away from the business premises of the trader as sales which occur:</p> <ul style="list-style-type: none"> • at the home of the consumer or another consumer, or at the consumer's workplace; or • during an excursion organised by or for the trader; or • at shows, fairs or exhibitions, provided the payment is not in cash and the price exceeds BF 8 600. <p>The following provisions do not apply if the consumer specifically asked the trader in advance to come to his or her house. Agreeing to a visit proposed by the trader over the telephone does not constitute a prior request.</p> <p>The exemptions found in the Itinerant Trades Act and the Directive for regular sales of food, drink and household maintenance articles, sales organised as part of non-commercial and exclusively charitable events, and public auctions (see above) apply also to the Commercial</p>


Country	National Legislation	Summary
		<p>Practices Act. Nor do these provisions apply to insurance sales or distance selling (which are covered by separate arrangements: Chapter VI, Section 9) or consumer credit agreements (prohibition on soliciting for credit agreements).</p> <p>Because the Commercial Practices Act defines products as movable goods, agreements relating to immovable property are not covered by this section.</p> <p>In the case of doorstep sales that are covered by the Commercial Practices Act a written contract must be drawn up in as many copies as there are parties, at the latest when the product is delivered or service provided, failing which the contract will be invalid. The contract must state the name and address of the trader and the essential elements of the agreement (including the deadline for delivery of the product or performance of the service). It must also state that the consumer has the right to cancel the contract free of charge by sending a registered letter within seven working days of the day following that on which the contract was signed. The law specifies that the information about the right to cancel must be printed in bold in a box separate from the text on the front of the first page. Failure to do so will invalidate the contract.</p> <p>The law specifically states that the sales of these goods and services only occur seven working days after the day following that on which the contract was signed.</p> <p>During this cooling off period the consumer may inform the trader that he/she wishes to</p>

Country	National Legislation	Summary
		<p>cancel the sale, without incurring any costs or damages. The consumer is, however, liable for the cost of returning the goods.</p> <p>The trader may not demand or accept any deposit or payment during this period, except in the case of sales at shows, fairs or exhibitions (see definition above, third indent).</p> <p>In the case of sales on approval, this cooling off period begins with the delivery of the goods and ends on expiry of the trial period, which may not be less than seven working days.</p> <p>A service may not be performed until the seven-day cooling off period has elapsed.</p> <p><i>© European Communities, 1995-2004. The information contained in this annex is reproduced from the official website of the European Communities at http://europa.eu.int</i></p>
 DENMARK	Certain Consumer Contracts (Doorstep Sales Act) 1987	In Denmark doorstep selling is regulated by the Act on Certain Consumer Contracts (Doorstep Sales Act). The Act covers only consumer contracts, in other words contracts between a trader acting in the course of business and another party (the consumer) acting primarily in a non-business capacity. The burden of proof rests with the trader to show that a contract is not a consumer contract. As a general rule, the Act covers contracts concerning both goods and services.

Country	National Legislation	Summary
		<p>Contracts that depart from the Act to the detriment of the consumer are not permitted.</p> <p>Traders may not make unsolicited approaches to consumers with a view to concluding a contract, either by telephone or in person, at their home or in any other place that is not generally accessible to the public. However, this does not apply to certain goods and services such as newspaper subscriptions and insurance.</p> <p>A contract concluded with a consumer contrary to the ban on unsolicited approaches is not binding on the consumer.</p> <p>The Doorstep Sales Act also contains rules on the consumer's right to cancel a contract concluded with a trader outside the trader's regular place of business. The right to cancel applies to most types of purchases of goods and services.</p> <p>Consumers wishing to exercise their right to cancel must normally inform the trader within one week after concluding the contract. When concluding contracts, traders must clearly inform consumers in writing of their right to cancel. If this is not done, the consumer is not bound by the contract.</p> <p>Where a consumer exercises the right to cancel, the purchase must be returned to the trader in essentially the same state and quantity as when it was acquired. The trader must return any sum paid by the consumer.</p>

Country	National Legislation	Summary
		<p>The Act also gives consumers the right to cancel in the case of distance sales. These are defined as sales contracts under which the goods are to be delivered to the customer following an order given by telephone, letter or other written medium in response to an offer to that effect made by a trader in a catalogue, brochure, advertisement or other written medium.</p> <p>Goods sent must be accompanied by a written notice clearly informing the customer of the right to cancel. If this is not done, the consumer is not bound by the contract. However, the right to cancel does not apply to purchases of goods that have to be made or adapted to the customer's individual requirements or to purchases of food or other goods for household use.</p> <p>A consumer wishing to cancel a distance sale must return the goods to the seller within one week of receiving them. Cancellation is subject to the goods being returned to the seller's place of business in essentially the same state and quantity as when the purchaser received them. The trader must return any sum paid by the consumer. However, the consumer has to bear the cost of returning the goods.</p> <p>The Act also lays down rules on the cancellation of insurance contracts and on the right to cancel routine service contracts and the like.</p>


Country	National Legislation	Summary
		<p>In addition it contains provisions on the obligation to inform people of their right to cancel.</p> <p>© <i>European Communities, 1995-2004. The information contained in this annex is reproduced from the official website of the European Communities at http://europa.eu.int</i></p>
 FINLAND	Door-to-door and Mail Order Sales Regulation (1993)	<p>Finnish law on door-to-door selling covers the offer of goods for sale to consumers, either by telephone or in person, at any place other than regular business premises. It does not, however, cover commercial transactions at exhibitions, trade fairs or other temporary sales outlets or all types of consumer contracts: credit, property, securities and insurance are outside the scope of the provisions, as are goods with a sale price of under 30 markka.</p> <p>Door-to-door traders are obliged to provide the consumer with a special document, giving information on the content of the contract, the consumer's rights and instructions on how to use them. If this document is not provided, the contract is not binding on the consumer.</p> <p>Consumers are entitled to cancel the contract within seven days of receiving the sales document. In the case of goods, the seven days run from when the first delivery is made, if this is after the date on which the document was provided. The trader must be notified in writing of the decision to cancel the contract.</p>

Country	National Legislation	Summary
		<p>Having cancelled their order, consumers are obliged to keep any goods already received safely either in the place they were originally delivered to or in a place from where the trader can collect them easily. If the trader does not collect the goods within two months of the consumer receiving them, the consumer is no longer responsible for taking care of them. The trader must promptly refund any amounts already paid. Traders who fail to make the refund within 30 days of receiving the customer's purchase cancellation notification must pay the consumer a tenth of the sale price in compensation instead of late payment interest.</p> <p>In the event of problems with door-to-door sales contracts consumers should first contact the local authority consumer adviser (kuluttajaneuvoja). Contentions cases may be taken to the Consumer Complaints Board (kuluttajavalituslautakunta) or to court. Consumer Complaints Board proceedings are free of charge. In the case of court proceedings, the party which loses the case is obliged to pay the other party's court costs too.</p> <p><i>© European Communities, 1995-2004. The information contained in this annex is reproduced from the official website of the European Communities at http://europa.eu.int</i></p>
 FRANCE	Consumer Code	Under French law consumers making doorstep purchases have a cooling-off period of 7 days within which they are entitled to cancel their order and during which no payment may be demanded. The sales contract must be in writing and satisfy certain conditions.

Country	National Legislation	Summary
		<p>The legal protection covers sales in particular places:</p> <ul style="list-style-type: none"> • at an individual's home, place of residence or place of work; • at places other than regular business premises (such as sales parties, sales organised as part of excursions, etc.). <p>Sales in shops to consumers who have been invited there by phone to collect a free gift are also covered by the legislation on door-to-door selling in accordance with Article L.121 21 (Cass. Crim. 10 January 1996).</p> <p>The legal protection applies even where the consumer asked or agreed in advance to be called on or where the trader's visit was preceded by some sort of negotiation during which the consumer did not enter into any contractual obligation.</p> <p>The law does not cover:</p> <ul style="list-style-type: none"> • food and household products sold from mobile shops doing rounds; • sales to professionals where the contract offered is directly related to their line of business.


Country	National Legislation	Summary
		<p>Legal protection provisions</p> <p>Door-to-door traders must provide the customer with a written contract. All the copies of the contract must be dated and signed by the customer. The following information must appear on the contract:</p> <ul style="list-style-type: none"> • the name and address of the supplier, • the name of the salesperson, • the address of the place where the contract was concluded, • the type and specifications of the goods or service purchased, • the delivery terms and date of delivery, • the price and the payment terms. <p>The contract must also have a detachable form which the customer can use to cancel the contract (Articles R-121, 3 to 6 of the Consumer Code specify what this form must contain and its layout).</p> <p>The customer has a cooling-off period of 7 days within which to cancel the order without having to give any reason. The cancellation form must be sent by registered mail with advice of delivery. The cooling-off period runs from the day after the contract was signed and, if it expires on a Saturday, Sunday or public holiday, is extended until the next working day.</p>

Country	National Legislation	Summary
		<p>During the seven-day cooling-off period the customer may not be required to make any payment or financial commitment (such as signing a bank transfer authorisation, for example).</p> <p>In the case of services, the work may not be carried out or even started until the 7 days are up.</p> <p>In the case of goods, the trader is free to make delivery before the 7 days are up, but may not require the payment of a guarantee or claim that the goods were left on deposit (Cass. 25 November 1992).</p> <p>Going to court and out-of-court settlements</p> <p>Consumers can take complaints about unfair door-to-door selling to the local trading standards office (Direction Départementale de la Concurrence, de la Consommation et de la Répression des Fraudes). Their staff have the power to investigate cases and establish whether or not there has been any breach of the Consumer Code.</p> <p>Where the dispute does not have any criminal implications, consumer associations can provide assistance on getting an out-of-court settlement or how to initiate civil proceedings.</p>


Country	National Legislation	Summary
		<p>Where there has been a clear infringement of the regulations, authorised consumer associations can also sue for damages in criminal proceedings.</p> <p>© <i>European Communities, 1995-2004. The information contained in this annex is reproduced from the official website of the European Communities at http://europa.eu.int</i></p>
 GREECE	Article 3 of Act No 2251/94	<p>The legal definition covers contracts for the supply of goods or services negotiated away from the trader's business premises at the trader's instigation, without having been explicitly invited by the consumer, at the consumer's home, place of residence or place of work or at a place chosen by the trader other than their business premises.</p> <p>The consumer protection aspects of these contracts are governed by Article 3 of Act No 2251/94. It also covers contracts negotiated away from business premises where the consumer asked the trader to call, if the contract is for goods and services other than those originally requested by the consumer, where the consumer was unaware at the time that these goods or services were part of the commercial activities of the trader.</p> <p>Article 3 of Act No 2251/94 does not cover:</p> <ul style="list-style-type: none"> • sales by hawkers with no fixed business premises; • contracts for the construction, sale or leasing of property or for any other rights connected with property (although contracts for the supply of goods for home

Country	National Legislation	Summary
		<p>improvements and repairs are covered by this article);</p> <ul style="list-style-type: none"> • the sale of food, drinks or other everyday household items by traders on frequent or regular house-to-house rounds; • contracts where the following conditions apply: <ul style="list-style-type: none"> - the contract was negotiated on the basis of a catalogue which the consumer had the opportunity to read without the trader being present; - there is provision for further contact between the trader's representative and the consumer in respect of the transaction in question or a subsequent transaction; - both the catalogue and the contract inform the consumer of the cooling-off period within which the consumer is entitled to return the goods with no obligation other than to take care of the goods; the cooling-off period may not be less than ten days from when the goods were received; - the contract is for insurance; - the contract is for securities. <p>All contracts negotiated away from business premises and covered by Article 3 of Act No 2251/94 must be made in writing and state the following:</p> <ul style="list-style-type: none"> • the name or company name and full address of the trader and the person acting on behalf of the trader (a post box number is not acceptable); • the date and the full address of the place where the contract was negotiated; • a description of the goods or services;

Country	National Legislation	Summary
		<ul style="list-style-type: none"> • the terms of the contract, delivery terms and delivery date; • the full price and payment terms and, where there is a credit arrangement or payment by installments, the actual rate of interest and the maximum permitted rate of interest; • the right to cancel the contract; there must also be a separate form attached which the consumer can use to cancel the contract. <p>To cancel the contract, the consumer must send the cancellation form by registered mail within ten working days of receiving the contract document or of receiving the goods, if this is after receiving the document, unless the contract provides for a longer cooling-off period. Any disclaimers waiving the consumer's right of cancellation are null and void.</p> <p>During the cooling-off period the consumer may not be required to make any payment, in part or in full, even in the form of a deposit, guarantee, written undertaking to pay or in any other form.</p> <p>Where a contract covered by Article 3 of Act No 2251/94 does not contain the information referred above, the consumer is entitled to go to court to have the contract declared null and void.</p> <p>Traders who fail to comply with their obligations (which are to provide a written contract with the information listed above; to acknowledge the consumer's right of cancellation and not to take any payment before the end of the cooling-off period) may be fined by the</p>

Country	National Legislation	Summary
		<p>Ministry of Development. The fine is between 500 000 and 20 000 000 drachmas, which is doubled if the trader re-offends.</p> <p>© <i>European Communities, 1995-2004. The information contained in this annex is reproduced from the official website of the European Communities at http://europa.eu.int</i></p>
 IRELAND	European Communities (Cancellation of Contracts Negotiated away from Business Premises) regulations, 1989	<p>The concept of doorstep selling, as contained in Regulation 3 of the EC (Cancellation of Contracts Negotiated Away from Business Premises) Regulations, 1989, is defined by reference to the type of contracts to which the national rules apply:</p> <p>Contracts for the supply of goods or services which are concluded either during an excursion organised by the trader away from his business premises, or during a visit by the trader to the consumer's home or place of work (providing the visit does not take place at the request of the consumer).</p> <p>The Cancellation form to be provided to the consumer must contain the following information:</p> <ul style="list-style-type: none"> • name of the trader • contract or other reference number for identification purposes • statement of the consumer's right to cancel the contract / how to exercise this right

Country	National Legislation	Summary
		<ul style="list-style-type: none"> • name and address of person to whom the cancellation form should be addressed • statement that the consumer can use the form provided if they wish • date on which the notice is given to the consumer <p>If the relevant form and information are not provided to the consumer, then the consumer is entitled to regard the contract as unenforceable. This means that the trader cannot rely on the terms of the contract as against the consumer.</p> <p>The Consumer is entitled to cancel a contract of this type provided he delivers a cancellation form to the trader within seven days of the completion of the contract. Delivery should be either by hand or by pre-paid post.</p> <p>The effect of this cancellation is to render the contract void, and if goods have already been delivered in return for money, then the consumer can hold on to the goods until the money has been repaid.</p> <p>Note that these rules do not cover the following types of contracts:</p> <ul style="list-style-type: none"> • contracts for a value of less than £40; • transactions involving property; • regular shopping trips by rural grocers;

Country	National Legislation	Summary
		<ul style="list-style-type: none"> • catalogue sales (under certain conditions); • insurance contracts; • contracts concerning shares and securities. <p>The consumer may assert his rights by refusing to comply with the contract where he has not been given a cancellation notice in accordance with the rules. If a consumer cancels the contract under these rules and within the correct time period and manner specified, then the contract can be regarded as void. In addition, the consumer can seek information or bring specific complaints about the operation of these rules to the Director of Consumer Affairs, who has a general monitoring duty as the enforcer of Ireland's consumer protection legislation.</p> <p><i>© European Communities, 1995-2004. The information contained in this annex is reproduced from the official website of the European Communities at http://europa.eu.int</i></p>
 ITALY	Decree Law n° 50 of 15 January 1992 Implementation of Directive 85/577/EEC	The notion of selling away from business premises concerns contracts between a trader and a consumer for the supply of goods and services which are concluded: <ul style="list-style-type: none"> • during a visit by the trader to the consumer's home, place of work or wherever the consumer may be found, even temporarily, for work, study or medical treatment;

Country	National Legislation	Summary
	<p>in respect of contracts negotiated away from business premises (published in the Italian Official Journal n° 27 of 3 February 1992).</p>	<ul style="list-style-type: none"> • during an excursion organised by the trader outside his own business premises; • in a public place or somewhere open to the public, with a signature on an order form which must bear a name; • by correspondence or mail order, if the consumer has been able to consult a catalogue in the absence of the trader's representative. <p>This notion also applies to contracts for the provision of goods or services, negotiated away from the business premises by means of offers made to the public through television or other audiovisual channels with the aim of concluding a contract directly or concluding contracts using information technology or electronic data transmission.</p> <p>When contracts are concluded, information about the right of cancellation must be provided during the presentation of the product or service in question, and this must be done in a way that is appropriate to the particular method used and related technological innovations. In the case of contracts concluded following an offer made on television, the information must be supplied at the beginning of and during the programme in which the offers are made.</p> <p>This does not apply to:</p> <ul style="list-style-type: none"> • contracts for construction, sale or lease of buildings, nor contracts relating to other rights related to immovable property, with the exception of contracts for the supply of goods


Country	National Legislation	Summary
		<p>which are subsequently built into the property, and contracts for the repair of buildings.</p> <ul style="list-style-type: none"> • contracts for the supply of foodstuffs or beverages or other everyday household products that are delivered at frequent and regular intervals; • insurance contracts. <p>Similarly this does not apply to contracts for the supply of goods or services for which the total cost payable does not exceed fifty thousand lire, including tax and excluding any subsequent expenditure expressly indicated and justified on the order form, catalogue or other brochure.</p> <p>1. Information on the right of cancellation</p> <p>Traders must inform consumers of the right of cancellation in writing, including details of:</p> <ul style="list-style-type: none"> • the terms, methods and any conditions relating to the exercise of the right of cancellation; • the person against whom the right of cancellation is to be exercised, including his address or, if companies or other bodies corporate are involved, the business name and office, together with details of where any goods delivered are to be returned, if a different destination is involved.

Country	National Legislation	Summary
		<p>If the contract does not provide any terms or conditions regarding the right of cancellation, the information must still include the details indicated in the second point.</p> <p>In the case of contracts under a), b) and c) above, any order form presented for signature must show this information separate from any other contractual provisions and in lettering of the same size as the other parts of the form, or larger. A copy of the order form, containing details of the place and date of signature, must be sent to the consumer.</p> <p>If no order form is used, the information must be supplied when the contract is concluded or the offer prepared and the document in question must include clearly legible details of the place and date of issue and any information necessary to identify the contract, as well as the abovementioned details. The trader may retain a copy signed by the consumer.</p> <p>In the case of contracts under d), information on the right of cancellation must be included in the catalogue or brochure relating to the goods or services in the contract, or order form, in lettering as large as those of the other contractual provisions, or larger.</p> <p>2. Exercising the right of cancellation</p> <p>Consumers intending to exercise their right of cancellation must inform the trader within 7 days from:</p>

Country	National Legislation	Summary
		<ul style="list-style-type: none"> • the date the order form containing the information was signed, or, if no order form is used, the date the information itself was received, where the contract in question is for the supply of goods, if the trader has already presented or demonstrated the product in the contract to the consumer; • from the date of receipt of the goods, if later, in the case of contracts for the supply of goods where the purchase has been made without the trader being present, or where the product presented or demonstrated is different from the one in the contract. <p>If the trader fails to provide information concerning the right of cancellation, or gives incomplete or incorrect information, making it impossible to exercise this right correctly, the period indicated above is 60 days from the date of conclusion of the contract, in the case of contracts relating to the provision of services, or 60 days after receipt of the goods, in the case of contracts relating to the provision of goods.</p> <p>Notification must be sent by registered letter with advice of delivery, signed by the person or company who concluded the contract or drafted the proposal. It can also be sent by telegram, telex and fax within the periods stated above, as long as it is confirmed by registered letter with advice of delivery within 48 hours.</p>


Country	National Legislation	Summary
		<p>Advice of delivery is not, however, an essential condition for exercising the right of cancellation.</p> <p>If there is specific provision in the offer or in the information concerning the right of cancellation in place of a specific notification, it is enough for the goods to be returned within seven days.</p> <p>3. Conditions for the exercise of the right of cancellation</p> <p>If the right of cancellation is exercised, in the case of contracts covering the sale of goods, and the goods have been delivered, they must be intact when returned. It is, however, enough for the returned goods to be in normal condition, having been kept and possibly used with appropriate care.</p> <p>In the case of contracts covering the provision of services, the right of cancellation cannot be exercised if the services in question have already been performed.</p> <p>4. Effects of the exercise of the right of cancellation</p> <p>Once the trader receives notification, both parties are released from their respective contractual obligations.</p>

Country	National Legislation	Summary
		<p>If the goods have already been delivered, the consumer is required to return the goods to the trader within seven days of receipt or any longer period agreed by both parties. The goods are understood to have been returned once they are handed over to the postal service or transported. The consumer bears the cost of transport.</p> <p>Within thirty days of receipt of notification or receipt of the returned goods, the trader must reimburse any payment made, including deposits. This does not apply to any incidental charges, as long as this is clearly stated on the order form and in the document or in the catalogue or brochure. The right of cancellation cannot be waived and any negotiation contrary to these provisions is null and void.</p> <p>5. Penalties</p> <p>While criminal law will be applied if an offence has been committed, traders who fail to supply information or provide incomplete or inaccurate information which impedes the exercise of right of cancellation or fail to reimburse any amount already paid are subject to a fine of between one and ten million lire.</p> <p>In particularly serious or repeated cases the minimum and maximum fines are doubled.</p>

Country	National Legislation	Summary
		<p>The fines are imposed under Law n° 689 of 24 November 1981. While Section 13 of the abovementioned Law sets out the provisions governing the powers of investigation of officers of the criminal police, spontaneous investigations or investigations on the basis of information received are conducted by the administrative police. The report provided for under Section 17 of Law n° 689 is presented to the Office of Industry, Commerce and Craft in the province where the trader is resident or has his registered office.</p> <p>Citizens may also apply to ordinary courts if their rights have been infringed and they wish to obtain compensation for non-fulfillment of contractual obligations. An attempt is made to reach an out-of-court settlement in the preliminary phases of court proceedings.</p> <p>© <i>European Communities, 1995-2004. The information contained in this annex is reproduced from the official website of the European Communities at http://europa.eu.int</i></p>
 NETHERLANDS	Door-to-door Sales Act (Colportagewet)	The Door-to-door Sales Act (Colportagewet) lays down what is to be understood by doorstep selling in the Netherlands. A door-to-door salesman is someone who, in the exercise of a profession or trade, tries, by means of a personal visit and/or by recommending a product or service to a group of people, to persuade a private individual to conclude a contract for the supply of a product or performance of a service or to borrow money under a consumer credit scheme. The meaning of the concept is amplified by definitions of the terms 'personal visit' and 'group'.

Country	National Legislation	Summary
		<p>The Act in principle covers all contracts relating to services and to movable goods or property rights that are not subject to registration, concluded via doorstep selling.</p> <p>The Act does not apply to:</p> <ul style="list-style-type: none"> • insurance contracts; • securities within the meaning of Section 1, introduction and part a, of the 1995 Securities Transactions (Supervision) Act (Wet toezicht effectenverkeer) (Bulletin of Acts, Orders and Decrees (Stb.) 574), that are quoted on the stock exchange or not quoted insofar as their value may be universally ascertained because the price is published; • immovable property; • telephone sales; • sales at trade fairs; • doorstep sales mainly of food, to steady customers. <p>Doorstep negotiation of consumer credit contracts and telephone canvassing for charitable or ideological purposes are also prohibited.</p> <p>The contract formalising a doorstep sales agreement must contain a prescribed text informing consumers of the possibility of canceling the agreement and telling them how to do so and to whom they should address the cancellation. This information must appear under the space for the buyer's and trader's signatures.</p>


Country	National Legislation	Summary
		<p>Consumers may cancel within 8 days of the date given by a Chamber of Commerce and Industry. The cancellation has retrospective effect. The contract must also contain a form that can be used for cancellation.</p> <p>If the contract does not contain the information about the possibility of cancellation it is invalid.</p> <p>Failure to include this information is also an economic offence within the meaning of the Economic Offences Act.</p> <p>A trader may only enforce a doorstep sales contract on the ninth day after the date given by the Chamber of Commerce and Industry. Consumers who exercise their right to cancel a doorstep sales contract are no longer bound to accept the product or service ordered.</p> <p>If they have already paid they may reclaim their money. Doorstep sales agreements that are not recorded in a formal contract are invalid. Any agreement that requires consumers to pay a sum of money or perform any other service or denies them the possibility of reclaiming money already paid in the event of their challenging the validity of the agreement is also invalid.</p>

Country	National Legislation	Summary
		<p>Consumers may seek redress in the courts through the normal channels.</p> <p>© <i>European Communities, 1995-2004. The information contained in this annex is reproduced from the official website of the European Communities at http://europa.eu.int</i></p>
 PORTUGAL	<p>Decree-Law N° 272/87 of 3 July as amended by Decree-Law N° 243/95 of 13 September, concerning door-to-door and mail order selling</p>	<p>In Portuguese law door-to-door selling is called 'venda ao domicílio'. This is defined as the method of retail trade distribution where traders or their representatives present and negotiate a contract for goods or services at the consumer's home without having been explicitly invited to do so by the consumer.</p> <p>The legal definition also covers sales:</p> <ul style="list-style-type: none"> • at the consumer's place of work; • at the home of another consumer, for example, at parties where goods or services are demonstrated to a group of people, organised at the home of one of them at the request of the trader; • during excursions organised by traders away from their business premises.


Country	National Legislation	Summary
		<p>The Portuguese legislation also applies to:</p> <ul style="list-style-type: none"> • sales contracts for goods and services other than those originally requested by the consumer, where the consumer had been unaware at the time that these goods or services were part of the commercial or professional activities of the trader, service provider or their representatives; • contracts for home improvements and repairs; • contract proposals made by consumers which are not binding on them until accepted by the trader; • contract proposals made by consumers who are bound by their offer. <p>However, this legislation does not apply to contracts for:</p> <ul style="list-style-type: none"> • the construction, sale or leasing of property or for any other rights connected with property; • the sale of food, drinks or other everyday household items by traders on frequent, regular house-to-house rounds; • insurance; • securities.

Country	National Legislation	Summary
		<p>Contracts with a value of at least 10 000 escudos negotiated with consumers must be made in writing and contain the following information:</p> <ul style="list-style-type: none"> • the names and addresses of the contracting parties or their representatives; • name of the trading company; • description of the main characteristics of the goods or service; • total price, form of payment and payment terms and, if payment is to be made in installments, the amount of each installment and the dates they are due, in addition to the other information required by consumer credit legislation; • form, place and date of delivery of goods or commencement of service provision; • guarantee and after-sales service terms, if appropriate for the goods in question, stating the contact address for these services; • information on the consumer's right to cancel the contract and the name and address of the person to be contacted to do so. <p>Contracts with a value of less than 10 000 escudos require only a delivery note or equivalent document signed by the consumer.</p> <p>Consumers must be informed in writing of their right to cancel the contract at the time it is concluded.</p>


Country	National Legislation	Summary
		<p>In the case of sales contracts for goods and services other than those originally requested by the consumer, where the consumer had been unaware at the time that these goods or services were part of the commercial or professional activities of the trader, service provider or their representatives and contracts for home improvements and repairs, consumers must be informed of their cancellation right before the contract is concluded.</p> <p>Consumers making contract proposals must also be informed in writing of their cancellation right.</p> <p>Consumers may cancel the contract within seven working days from the date on which the contract was signed or seven working days from the date on which the goods were delivered, whichever is the later.</p> <p>The contract is deemed cancelled from the date on which the consumer sends a registered letter with advice of delivery, stating the desire to terminate the contract, irrespective of any other means of notification.</p> <p>Consumers canceling the contract must return the goods intact within 15 working days of receiving them and are entitled to be reimbursed for the costs of returning the goods within 30 working days of doing so.</p>

Country	National Legislation	Summary
		<p>Any contractual clauses waiving the right of cancellation or requiring consumers who exercise this right to pay compensation or a penalty are null and void.</p> <p>It should also be pointed out that consumers may not be required to make any payment before the goods are delivered or the service provided.</p> <p>Consumers are entitled to take legal action either through the courts or the arbitration centres (Centros de Arbitragem) set up to resolve consumer disputes.</p> <p>Complaints may also be taken to consumer organisations, the public prosecutor (Ministério Público) and the Consumer Institute (Instituto do Consumidor).</p> <p>© <i>European Communities, 1995-2004. The information contained in this annex is reproduced from the official website of the European Communities at http://europa.eu.int</i></p>
 SPAIN	Law on consumer protection in respect of contracts negotiated	The relevant Spanish law covers contracts concluded between a trader and a consumer away from the trader's business premises, whether at the consumer's home or place of work or on public transport. It does not apply to contracts with a value of under 8 000 pesetas, contracts relating to the construction, sale or leasing of property, insurance contracts, contracts relating to securities, legally certified contracts, contracts for food, drinks and other everyday household items or contracts concluded on the basis of a


Country	National Legislation	Summary
	away from business premises (1991)	<p>catalogue, where both the catalogue and the contract state that the consumer has the right to cancel the contract within seven days.</p> <p>The contract document must be accompanied by a cancellation document stating the name and address of the person to whom it has to be sent and information identifying the contract and the contracting parties. Consumers are entitled to cancel the contract within seven days of receipt, without having to give any reason, by simply sending back the cancellation document or the goods received. When the contract is cancelled, the parties must agree on the return of the goods without the consumer having to bear any of the costs.</p> <p>Consumers with grievances can either take their case to the relevant court, depending on the nature of the contract and the sums involved, or use the quick and free-of-charge consumer arbitration system, if the trader belongs to it or agrees to be for the complaint in question.</p> <p>© <i>European Communities, 1995-2004. The information contained in this annex is reproduced from the official website of the European Communities at http://europa.eu.int</i></p>

Country	National Legislation	Summary
 SWEDEN	Doorstep Selling Act (1981)	<p>The Doorstep Selling Act applies to agreements concluded</p> <ul style="list-style-type: none"> • on visits to private homes • over the telephone • during promotional excursions. <p>It should be noted that the Act thus differs from the Community legislation by also covering sales by telephone.</p> <p>The Act does not apply to insurance contracts or agreements on the purchase of securities. Neither does it apply where the price is less than SEK 300.</p> <p>When you conclude an agreement, you must be given a document stipulating your right to cancel the agreement (see below). The document must give the name and address of the person to be informed that you have changed your mind. You are required to sign that document. You must also be given a cancellation form which you may use to exercise your right to cancel.</p> <p>If the agreement is concluded by telephone, the vendor must send you the documents mentioned above together with a confirmation of the agreement within three days.</p>

Country	National Legislation	Summary
		<p>If the vendor fails to abide by these rules, you are not bound by the agreement.</p> <p>If you change your mind, you must submit or send written notice to this effect to the vendor within a period of one week. This period begins to run from the moment you take delivery of the goods.</p> <p>However, if you have previously examined the goods or similar goods, the period begins to run from the time of the examination. But in no circumstances may the period begin to run before you have received the documents mentioned above.</p> <p>In the case of certain special goods, the period may begin to run before you receive the goods and before you have made an examination as described above. However, in this case a written agreement between you and the vendor is required.</p> <p>If the agreement relates to a service, the cancellation period begins to run on the day you receive the documents mentioned above. Provided you change your mind within the one-week period, the agreement will cease to be valid. However, you have to keep the goods in 'essentially unchanged condition'. This does not apply if the goods have been damaged or altered owing to some action which was necessary in order to examine the goods or owing to some other action which 'cannot be attributed to the consumer'.</p>

Country	National Legislation	Summary
		<p>If the goods have been sent to you by post, then you are required to return them the same way provided that the vendor has supplied appropriate packing and that you do not have to pay the return postage. You are entitled to keep the goods until the vendor has refunded any money you may already have paid.</p> <p>If the vendor fails to collect the goods within three months, then the goods become your property. The same holds true if the vendor does not refund any money you may have paid within three months.</p> <p>© <i>European Communities, 1995-2004. The information contained in this annex is reproduced from the official website of the European Communities at http://europa.eu.int</i></p>
 USA	FTC 3 Day Cooling Off Rule Local State/City Ordinances	<ul style="list-style-type: none"> • The Cooling off Rule (rule 16, CFR part 429) states that consumers can cancel consumer contracts exceeding \$ 25, made face to face, away from a trader's permanent place of business within a 3 business day period. The rule will not apply if there were prior negotiations at the seller's permanent business location. • Exceptions to the rule include contracts for real estate, insurance, securities, some sales of motor vehicles at temporary locations, and arts and crafts fairs. The rule may also be dis-applied where house repair work is needed and the consumer invites the trader in, and/or work is needed to meet an emergency.

Country	National Legislation	Summary
		<ul style="list-style-type: none"> • The rule requires the seller to give two full copies of a prescribed cancellation notice (one for the consumer's records and one to send back) and a copy of the contract or receipt showing the seller's name and address. This must also contain a summary notice of cancellation also in a prescribed form. • To cancel the purchase, the consumer must sign and date one of the cancellation notices provided and send it by certified mail postmarked before midnight of the 3rd business day. If the consumer is not provided with a cancellation form at the time of sale they can cancel in any written form postmarked within three days. • Once the consumer has cancelled the order they are entitled to a full refund within 10 business days. The seller must notify them of the date of pick up and return any trade-ins. Within 20 days the seller must pick up the items left with the consumer or reimburse the return postage cost. • At the State level there are many local 'Do not Call' Registers which are being merged with the National List, however some remain separate. So far 15 states have merged their lists but for those states which have not, customers will have to register with both the national and state registers.

Country	National Legislation	Summary
		<ul style="list-style-type: none"> • Many states have refined the laws and issued city ordinances concerning peddling and soliciting (Green river ordinances). These ordinances require that those who trade/solicit in the city/state/town are required to be licensed and or hold a permit to trade in door to door solicitation. Additionally, many states have backed the right of the consumer to post 'No Solicitation' signs up on their doors or windows as a deterrent. <p>Source: Federal Trade Commission Website and Municipal Research and Services Center (MRSC) Website</p>
 JAPAN		<ul style="list-style-type: none"> • The Door-to-Door Sales Law allows for an 8 day cooling off period during which the contract may be cancelled without penalty. • Notice of the cooling-off must be given in writing to the consumer who, in turn, can exert the right by giving notice within the 8 day period. The notification of cancellation of a contract must be done in writing by the consumer. The cancellation remains effective even if the notice is received after the 8 day period so long as it was written prior to the termination of the cooling off period.

Country	National Legislation	Summary
		<ul style="list-style-type: none"> • Exemptions: <ul style="list-style-type: none"> - consumable goods such as cosmetics, detergents, and condoms if the product has been used - cash transactions under 3,000 yen - private cars • Rules regarding restitution state that when the consumer has received the goods and given a deposit payment, the goods must be returned and the deposit repaid and the costs of transfer to be paid by the company. • There are no specific licenses for door- to-door selling in Japan, however, the Japanese DSA issues a registration certificate to all those salespersons who have completed the training course authorised by the association. The purpose of this education and registration is to enhance the quality of the salespeople. There are currently 1 million salespeople registered in Japan. The certificate issued by the DSA serves as a standard by which the consumer can judge the salesman. <p>Source: World Federation of Direct Selling Association</p>