

Buying on the doorstep

What the law says

If you buy goods or services from a trader who visits your home, for example, from a door-to-door salesperson or a double glazing representative, or if you buy from a home party or party plan sale, the law says the **goods** must:

- **match their description.** This means they must be as described by the seller. This includes any description on the packaging or label. For example, if a pair of sheets is described as fitted, they must be fitted. In most circumstances, it also means that they must conform to any advertising claims made about them; *and*
- **be of satisfactory quality.** This means the goods meet the standards that any reasonable person would expect, taking into account the description, the price and all other relevant information. This includes the appearance and finish of the goods, their safety and durability and whether they are free from defects, including minor faults. The goods must also be fit for their purpose, which includes what you would normally expect from the goods in question and also anything that you have specifically pointed out to the seller. For example, if you tell a door to door salesman you need a cleaning product that is suitable for cleaning your car, he should not sell you one that will scratch the paintwork.

If you make an agreement to have a **service** carried out, for example, agree to have a patio laid, the law says the work must be:

- **carried out with reasonable care and skill**
- **finished in a 'reasonable' time**, unless a specific time has been agreed. What is reasonable will depend on the amount of work involved
- **provided at a reasonable cost**, unless a specific cost has been agreed.

These rights form part of the **contract** between the seller and customer, which exists even if nothing is written down.

Criminal offences

It is a **criminal offence** for a trader to sell you goods which are **unsafe**, which do not match their **description**, or which have been advertised at a misleading **price**. This is not the case if you bought the goods from a private individual. It's also a criminal offence for a trader to act aggressively, for example, by refusing to leave when asked, by harassing you or by putting pressure on you to buy something. If you think a criminal offence has been committed, you should report the trader to Consumer Direct on 0845 404 0506.

Special rules if you paid by credit

If you used your **credit card** or the seller introduced you to finance to pay for the goods or services, and the cost of the goods or services is between £100 and £30,000, the credit company may be **equally liable** for any breach of contract, for example, if the goods are faulty.

labelling="Section-Header">Cancelling an agreement

If you decide you don't want the goods or services, the law says you have a right in certain circumstances to **cancel the agreement** as long as you do so within **seven days**, which is known as the cooling-off period. You have the right to cancel the agreement even if you invited the seller to come to your home. Some sellers may allow a longer cooling-off period. If you cancel during the cooling-off period, you are entitled to get your money back. However, if some work has already been carried out with your written agreement, you will usually have to pay for that part of the work. The trader may have committed an offence if they do not give you written cancellation rights when the contract is formed. You could contact Consumer Direct on 0845 404 0506 if you weren't given your cancellation rights in writing.

You do **not** have the right to cancel certain agreements where:

- the goods or services you bought were less than £35
- you bought food or other perishable goods

labelling="Section-Header">Cancelling a credit agreement

If you sign a credit agreement in your own home, after a face to face discussion with the seller, for goods costing more than £35, you are entitled to a cooling-off period. After signing the agreement, you should be given a copy of the credit agreement clearly setting out your cancellation rights. You should also receive, by post, a second written notification of your cancellation rights. The cooling-off period begins on the day you sign the agreement and ends **five days after you have received the second notification of your cancellation rights**. If you wish to cancel your credit agreement, you should write to the credit company **immediately**. Send your letter by **recorded delivery** and keep a copy of your letter.

labelling="Section-Header">What to do if the goods or services are faulty

labelling="Section-Header">Refund, replacement or repair

Whether you can get a refund will depend on when you report the fault and whether your contract is for goods or a service. **In the case of goods**, if you have only had the goods a short time and report the problem promptly, you should be entitled to return the goods and get your money back. If you have had the goods for a longer period, you will probably have lost your right to a full refund but will normally be entitled to a replacement or a free repair. If the seller is unable to replace or repair the goods then you could be entitled to a full or a partial refund, depending how much use you have had out of them. **In the case of services**, if the work has **not** yet started and the trader is in breach of contract (for example if the contract stated that work would be completed by a certain date and this has now passed), you should be entitled to get back any deposit you have paid. If the work **has** already been started, but has not been carried out with reasonable care and skill, you should try to get the trader to solve the problem first, unless you have good reasons for not doing so. If you cannot get the trader to solve the problem, you may be entitled to claim financial compensation for the cost of getting another trader to put the matter right – see below.

Compensation

You may be entitled to compensation if:

- the contract has been broken (**breach of contract**), for example, if the goods do not match their description, are not of satisfactory quality or if a service was not carried out with reasonable care and skill, or within a reasonable time, or
- you have suffered an injury because the goods or services were **dangerous or unsafe**. In such circumstances you should report the matter to Consumer Direct on 0845 404 0506 before allowing the trader to put the matter right. **Always seek legal advice before deciding whether to accept an offer of compensation for personal injury**, or
- the seller has **repaired** the goods, but the repair turns out to be unsatisfactory, or
- the seller has made a **false statement** about the goods to persuade you to buy them, and/or
- you have incurred additional expenses because of the trader's negligence or breach of contract, for example bricks from a new wall at your property fall onto your car because the builder has been negligent in its construction.

The amount of compensation you can get will depend on how serious the breach of contract is. It could include the cost of having goods repaired by someone else, the cost of employing someone else to complete or put work right, and/ or an amount to cover any inconvenience you have suffered

How to solve your problem

Once you have decided what your rights are and what action you want to take, contact the seller and the credit company (where appropriate). It is the **seller** and not the **manufacturer** who is responsible for dealing with your complaint. The following steps should help you solve your problem:

- **stop using the goods.**
- **if someone has been injured**, or a product does not match its description, or if your contract does not contain cancellation rights when you should be given them, you should contact Consumer Direct on 0845 404 0506.
- otherwise, collect all the relevant documents and proof of purchase together.
- contact the seller and the credit company, where appropriate, as soon as possible after discovering the fault. If you have difficulty finding the address or telephone number of the seller, the **Direct Selling Association (DSA)** (see below) may be able to help. Or you could ask neighbours, or check with directory enquiries or Consumer Direct on 0845 404 0506. **Write** explaining what the problem is and ask for what you want, a **refund, replacement, repair or compensation**. Enclose copies of your **proof of purchase** or **agreement** and **keep a copy** of your letter.

- if your problem involves a service, and you cannot agree with the trader on who is responsible, try to arrange for the trader to **visit** your home and examine the problem. This should be done within 7-14 days. Take notes of any comments made and the name of the person who calls.
- **if you are still dissatisfied**, it may be necessary to obtain an expert opinion. This may be obtained through a trade association or your expert could be anyone who is suitably qualified and who is prepared to put in writing their findings. You would normally have to pay for this report, but may be able to get the trader to agree to pay half of the cost initially. Before you instruct an expert, you should reach agreement with the trader that they agree with the choice of expert and that you will **both** be bound by the expert's findings. You should then be able to recover your contribution if the complaint is upheld.
- find out whether the seller is a member of the **Direct Sellers' Association (DSA)** (see below) or a similar **trade association**, and if so whether it has a conciliation or mediation service. You may have to pay for this service and any decision could be **legally binding**, so you would not be able to take action through the courts at a later date, except to enforce an award. If you would like more information about the implications of using these services, contact the trade associations concerned.
- **if the matter is still not resolved**, write to the trader and (where appropriate) the credit company again and give them fourteen days to resolve the problem after which you will take legal action. Send the letter by **recorded delivery** with a copy to the head office of the company, if applicable. **Keep copies** of all your letters and a note of any phone conversations you have in connection with the problem.
- **if the seller makes you an offer**, you can either **accept** or **continue to negotiate**. Be realistic about what you will accept. You may not get a better offer by going to court.
- **if the seller doesn't respond**, refuses to do anything, or makes a final offer you are unwilling to accept, your only other choice is to go to court. **Remember court is your last resort**. Before starting court action, you need to consider whether you have sufficient **evidence**. You also need to find out if the seller is **solvent**. It is not worth suing someone who has no money.

If you have lost money because of faulty goods or poor services, don't waste money on a case you can't win.

Organisations which deal with complaints about buying from home

The Direct Selling Association (DSA)

The DSA is concerned with all types of direct sales agreements made in the home. Under the DSA's Consumer Code, member firms must give customers a 14-day cooling-off period. This applies whether or not the customer asked the sales person to call and regardless of the value of the sale. You can check whether a firm is a member of the DSA by looking at its website at www.dsa.org.uk. If you have been unable to resolve the problem with the seller, the DSA has an independent complaints procedure. Although the decision is binding on the seller, it does not prevent you taking legal action. The contact number of DSA is Tel: **01604 625700**.

Other CAB fact sheets that might be helpful

- Alternative dispute resolution
- Credit
- Goods
- Safety
- Services
- Starting court action

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