

What Smart Shoppers Know About **Door-to-Door Sales**

Before You Buy

Business and Professions Code
sections 17500.3 and 17510.3

Take your time, never buy on the spot. It's usually best to compare prices and quality elsewhere. Products sold door-to-door are usually more expensive than those sold in retail stores. Since the seller may not have a permanent place of business, it may be difficult to resolve a problem with the product or service you purchase.

If you live in a city or county that requires home solicitors to have licenses, ask to see the salesperson's solicitor's license. These licenses are usually issued by the local police department, and solicitors are usually required to display them. Also, make sure the solicitor has an appropriate occupational license if one is required (for instance, a contractor's license).

Unless you already know the solicitor, you probably should not let the person into your home. Door-to-door selling can make a good cover for burglary and other crimes. If you do let a solicitor into your home, and the solicitor then refuses to leave, call the police.

Watch Out for Door-to-Door Scams!

While many companies that solicit sales at people's homes are legitimate, some are not.

Home Security Rip-Offs: A scam often starts with a door-to-door sales pitch for a home security system by an unlicensed operator. At best, you may get little or no protection, and at worst, the operator may come back and break into your home while you're away.

Contractor Capers: You are falsely told that your roof needs replacing at a cost of thousands of dollars. Or the solicitor "just happens to be in your area and has some leftover paving material from a job down the street," or offers to clear your gutters or trim your trees. These scams can result in substandard work by unlicensed contractors (of which there are many) that you are unable to locate after the work is done.

Pesky Pests: An unlicensed pest control operator states that the person "works in the neighborhood and that your house may be infested." It's better to deal only with licensed pest control operators.

Watch Out for Door-to-Door Scams!

(continued)

In that way, you will lessen your chances of being ‘bugged’ by unscrupulous operators.

Charitable Hucksters: Many cities and counties have laws that try to protect the public against fraudulent charitable solicitations. Do not be fooled by names that sound impressive, or that closely resemble the name of a familiar organization. Do not give into pressure to donate on the spot. Legitimate organizations will not pressure you into giving money immediately. Just ask the solicitor to leave written materials, which you can read and think about later.

What a Salesperson Must Do

Business and Professions Code
section 17500.3

A salesperson who telephones you or visits your home to sell you something must first tell you his or her name, company and product, and, before anything else, explain that the purpose of the contact is to sell you something.

If the salesperson visits you at your home, the salesperson also must display identification when he or she **first comes to the door**.

If the salesperson intentionally does not do these things, you may have a right to recover a penalty of twice the sales price or \$250, whichever is greater. The Attorney General, or the county’s district attorney, can also maintain a law enforcement action against the salesperson (and possibly the business he or she represents) and recover a penalty of up to \$2,500 for each violation.

What a Charitable Solicitor Must Do

Business and Professions Code
section 17510.3

A charitable solicitor must present a card or other printed material that identifies the soliciting organization and the solicitor. This must be done before the solicitor seeks a charitable contribution or sale for a charitable purpose. The card or printed material must identify the charity, explain how the money solicited will be used for charitable purposes, and provide certain tax and accounting information.

An unpaid volunteer who is making charitable solicitations can instead disclose the name and address of the charity; the charitable purpose of the solicitation; and the fact that information about the charity, its revenues and expenses, and its administration and fundraising costs, can be obtained at an address that is disclosed. An unpaid volunteer who is 18 or younger, and who is soliciting on behalf of a tax-exempt charity, is not required to make these disclosures. A commercial fundraiser, prior to making a solicitation for charitable purposes, must disclose the commercial fundraiser’s name, and the fact that the solicitation is being made by a commercial fundraiser for charitable purposes.

Before You Sign a Contract

Civil Code section 1689.7

- For your protection, a door-to-door seller's contract or offer must be in writing. The purpose is to enable you to read what you are agreeing to.
- Do not sign anything until you know exactly what you are signing. If you sign without reading, you may lose the benefits of that protection.
- Read each document—particularly the written-in portions—before you sign it. The document may have things in it that you would never accept if you were aware of them.
- If the sales presentation has been made in a language other than English, insist on getting, reading, and retaining a copy of the document in that language.
- Get important oral promises in writing, and keep a copy. If an oral promise is important to you, it is essential that you also get it in writing. You can write it in the contract if the seller will not do so.
- Make sure that the contract has no blank spaces that can be filled in later. Otherwise, you may be surprised what someone has later promised in your name.
- Make sure your copy of the contract is the same as the seller's copy of the contract.
- When you sign the contract, check to see that portions of it are not hidden from view, and that the contract pages are not stuck together.

The law requires that a contract must be written in the same language that is principally used in the sales presentation. For example, if the presentation was primarily in Spanish, the contract must be in Spanish.

If you are given a payment book containing coupons, count the coupons to be sure that you have the right number. Also, make sure that all the coupons are for the amounts to which you have agreed to pay.

If you are paying by check, make the check payable to the company—not to the salesperson. If you have a credit card, it is safer to pay by credit card than by cash or check. Never give out your debit (ATM) card number to anyone.

Your Cancellation Rights

Civil Code sections 1689.5 and 1689.6

For a limited time, you can cancel a contract for \$25 or more that you signed in your home, or that you signed somewhere other than the seller's normal place of business.

You can cancel your purchase by giving the seller written notice of your decision to cancel by midnight of the third business day after you signed the contract.

Your Cancellation Rights

(continued)

This three-day cancellation period is designed to give you time to think about your decision, to compare prices and quality of competing products, to decide whether or not you really want to go along with the contract you signed, and to cancel or purchase without penalty if you wish.

Generally, the three-business-day cancellation period applies to purchases of \$25 or more (including interest, mailing, and other charges) that take place away from a normal business place, such as in your home or at a seminar sale program. **The three-day cancellation right applies only to goods or services purchased for personal, family, or household use.**

If you are buying something for your business, the cancellation right does not apply; you need to protect yourself in other ways, as by writing a cancellation period into contracts in which you want to have that option.

When counting the three days, do not count Sundays or holidays. You can deliver your written notice of cancellation to the seller at the place business of the seller that is specified in the contract, and you can also give it by mail.

The Salesperson Must Give You

Civil Code sections 1689.7, 1689.10 and 1689.11

A salesperson who sells you something in your home, or away from the seller's place of business, must give you a copy of the receipt or contract stating the date of the sale, and the salesperson's name and address.

Near the place where you sign, the receipt or contract must include a statement of your right to cancel within three business days. This statement must be in at least 10-point bold type, and must be written in the same language principally used in the sales presentation (for example, Spanish).

The door-to-door salesperson must also give you a separate form, in duplicate, called the Notice of Cancellation, which you can use to notify the company of your decision to cancel, if you decide to cancel. This form must state the date the contract is signed, the name and address of the seller where the notice is to be sent, and the date by which the notice must be sent. It also must fully explain your right to cancel and how to do so.

The salesperson also must **orally** tell you of your right to cancel.

To cancel the sale, just sign, date, and return the Notice of Cancellation form to the seller within three business days. If you mail the notice, consider sending it by certified mail so you'll have a receipt to prove that you sent the cancellation notice on time. If you mail it, it is effective when deposited into the U.S. mail properly addressed with postage prepaid.

The Salesperson Must Give You

(continued)

You can also cancel the sale by sending a letter, FAX, or e-mail to the company stating that you are canceling. Again, it may be wise to send your letter by certified mail, and to keep a copy of the letter, and return receipt, if you request one, for your records. If you do not use certified mail, keep a record of exactly when and where you mailed or delivered your letter, so you can prove the date of mailing and the content of the notice if you are challenged later on.

You have even longer to cancel the sale if you are **not** given a Notice of Cancellation form or a copy of the contract that meets the requirements of the law. Until you receive this form and a copy of the contract, you can cancel the sale at any time. Once you receive the Notice of Cancellation and a copy of the contract, you then have three business days to cancel the purchase.

If you cancel a purchase, you must make available to the seller, at your residence, any item or items delivered to you pursuant to the contract. When you return them, they must be in substantially as good condition as when you received them. You can also return the item or items to some other place if the seller asks you to do that and you are willing to do so.

If the seller does not pick up the items you received within 20 days of the date of your notice of cancellation, you may retain or dispose of them without any further obligation. However, it is best to give the seller a final opportunity to pick them up before doing so.

If you fail to make the items available to the seller, you remain liable under the contract. It is important, therefore, to properly care for them until they are returned. You have an obligation to act reasonably with respect to the items you received.

If the seller has performed any services during the cancellation period and you have canceled the contract, the seller most likely is not entitled to any compensation. If the seller makes a claim for compensation, you may want to contact a small claims adviser or other legal expert.

The seller must return your money within 10 days after you give the seller a written notice of your decision to cancel the purchase.

If you have cancelled, the seller must return everything you have paid before he or she may pick up any merchandise that was delivered during the cancellation period.

Where to Go for Help

- Your local consumer affairs agency (look in the white pages of your phone book under County Government).
- The California Department of Consumer Affairs
Consumer Information Center
1625 North Market Blvd., Suite N-112, Sacramento, CA 95834
1-800-952-5210, (916) 322-1700 (TDD only), www.dca.ca.gov.
- Your local district attorneys office (look in the white pages of your phone book under County Government).
- Write a letter of complaint to: The California Department of Justice, Office of the Attorney General, Public Inquiry Unit
Post Office Box 944255, Sacramento, CA 94244-2550
or call 1-800-952-5225, or visit www.caag.state.ca.us.
- If the company that the salesperson represents is located outside of California, call the Office of the Attorney General.

For Information on Other Consumer Topics

Visit the Department's website at www.dca.ca.gov or call 1-800-952-5210.



1625 N. Market Blvd., Sacramento, CA 95834
1-800-952-5210 • TDD (916) 322-1700
www.dca.ca.gov



The opinions expressed in this publication are those of the authors and should not be construed as representing the opinions or policy of any agency of the State of California. While this publication is written to provide accurate general information about the law, the reader should consult an attorney or consumer expert in particular cases.