Reprint
as at 17 June 2014

Door to Door Sales Act 1967

Public Act	1967 No 126
Date of assent	23 November 1967
Commencement	see section 1(2)

Door to Door Sales Act 1967: repealed, on 17 June 2014, by section 41(1)(a) of the Fair Trading Amendment Act 2013 (2013 No 143).

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Note
Changes authorised by subpart 2 of Part 2 of the Legislation Act 2012 have been made in this official reprint.

Note 4 at the end of this reprint provides a list of the amendments incorporated.

This Act is administered by the Ministry of Business, Innovation, and Employment.

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An Act to regulate agreements for the sale of goods and the provision of services on credit, hire purchase agreements, and agreements for the hire of goods, entered into at places other than appropriate trade premises

Title: amended, on 1 April 1974, by section 3(2) of the Door to Door Sales Amendment Act 1973 (1973 No 42).

1 Short Title and commencement

(1) This Act may be cited as the Door to Door Sales Act 1967.

(2) This Act shall come into force on 1 April 1968.

2 Interpretation

(1) In this Act, unless the context otherwise requires,—

appropriate trade premises means—

(a) in relation to an agreement for the sale, letting, hiring, or bailment of goods, premises at which the vendor normally carries on a business or at which goods of the description to which the agreement relates, or goods of a similar description, are normally offered or exposed for sale in the course of a business carried on at those premises:

(b) in relation to an agreement for the provision of services (whether alone or together with goods), premises (not being premises belonging to or occupied by the pur-

chaser) at which the vendor or any bank, solicitor, or chartered accountant normally carries on business

collateral agreement means any agreement which is collateral, or ancillary, to a credit agreement and under which any person agrees to provide the purchaser with services or goods

credit agreement means any credit-sale agreement, hire purchase agreement, or hiring agreement under which the vendor sells, lets, hires, or bails the goods that are the subject of the agreement in the ordinary course of a business carried on by him; but does not include—

(a) any agreement under which the purchaser is a body corporate; or

(b) any agreement under which the purchaser is a person engaged in buying and selling goods of the same or a similar nature or description as the goods that are the subject of the agreement; or

(c) any agreement under which the purchaser is a person who is carrying on any farming, agricultural, or manufacturing business, or any other business of any kind whatsoever or who is practising any profession if the goods that are the subject of the agreement are goods of a type that are normally used in the carrying on of the business or in the practice of the profession; or

(d) any credit-sale agreement if the goods that are the subject of the agreement comprise mainly books or printed matter and the total purchase price does not exceed $20; or

(e) any credit-sale agreement (other than one of the kind described in paragraph (d)) under which the total purchase price does not exceed $40; or

(f) any hire purchase agreement or hiring agreement under which the total purchase price does not exceed $20

credit-sale agreement means an agreement for the sale of goods under which the total purchase price is not paid in full at, or before, the time at which the agreement is made; but does not include a hire purchase agreement

goods has the meaning assigned to that term by section 2 of the Sale of Goods Act 1908 except that it does not include—

(a) any mammal or bird; or

(b) any thing of a perishable nature; or

(c) any thing for the time being named or described in an Order in Council made under section 4

hiring agreement means any agreement for the bailment of goods under which instalments are payable by the purchaser during a specific or ascertainable period at the end of which the purchaser may continue the bailment without any payment or subject to the payment of a nominal rent only

hire purchase agreement means an agreement whereby goods are let or hired with an option to purchase, and includes an agreement for the purchase of goods by instalments (whether the agreement describes the instalments as rent or hire or otherwise); but does not include any agreement under which the property in the goods comprised in the agreement passes absolutely at the time of the agreement to the person who agrees to purchase them

property means the general property in goods, and not merely a special property

purchaser means the person to whom goods are let, hired, or agreed to be sold or bailed or for whom services are to be provided under a credit agreement, and, if the rights of that person are assigned or are transferred by operation of law, includes the person for the time being entitled to those rights

sale includes a bargain and sale, as well as a sale and delivery

total purchase price means the total sum of money required to be paid by the purchaser under a credit agreement and the value of any other consideration provided or required to be provided by the purchaser to purchase the goods or to have the services provided pursuant to the agreement, exclusive of any sum payable as a penalty or as compensation or damages for a breach of the agreement; but including any sum of money payable by the purchaser under any collateral agreement, and the value of any other consideration provided or required to be provided by the purchaser under any collateral agreement

vendor means the person letting, hiring, or agreeing to sell or bail goods or to provide services under a credit agreement, and, if the rights of that person are assigned or are transferred

by operation of law, includes the person for the time being entitled to those rights.

(2) For the purposes of this Act every credit agreement and every collateral agreement shall be deemed to have resulted from the acceptance by the purchaser of an offer made by the vendor and every such agreement that is in writing shall be deemed to have been made at the time and at the place at which the document is signed by the purchaser.

Section 2(1) **appropriate trade premises**: substituted, on 1 April 1974, by section 3(2) of the Door to Door Sales Amendment Act 1973 (1973 No 42).

Section 2(1) **credit agreement** paragraph (d): substituted, on 1 April 1974, by section 2(1) of the Door to Door Sales Amendment Act 1973 (1973 No 42).

Section 2(1) **credit agreement** paragraph (e): added, on 1 April 1974, by section 2(1) of the Door to Door Sales Amendment Act 1973 (1973 No 42).

Section 2(1) **credit agreement** paragraph (f): added, on 1 April 1974, by section 2(1) of the Door to Door Sales Amendment Act 1973 (1973 No 42).

Section 2(1) **purchaser**: amended, on 1 April 1974, by section 3(2) of the Door to Door Sales Amendment Act 1973 (1973 No 42).

Section 2(1) **total purchase price**: amended, on 1 April 1974, by section 3(2) of the Door to Door Sales Amendment Act 1973 (1973 No 42).

Section 2(1) **vendor**: amended, on 1 April 1974, by section 3(2) of the Door to Door Sales Amendment Act 1973 (1973 No 42).

3 Sale of services by booksellers

(1) Every agreement whereby a person (in this section hereinafter referred to as a **bookseller**) agrees for valuable consideration to perform services for, or to supply information or printed matter to, a person to whom he has sold, supplied, or given, or agreed to sell, supply, or give, books in the ordinary course of his business shall (subject to subsection (3)) be deemed to be a credit agreement within the meaning of this Act, and the provisions of this Act shall apply accordingly with all necessary modifications, and as if the services, information, or matter were goods within the meaning of this Act.

(2) Without limiting the generality of the provisions of subsection (1), it is hereby declared that for the purposes of that subsection a bookseller which is a company shall be deemed to sell, supply, or give, or to agree to sell, supply, or give, books to a person if they are sold, supplied, or given, or agreed to be sold, supplied, or given, to that person by a subsidiary or the

holding company or a subsidiary of the holding company of the bookseller. In this subsection the terms **subsidiary** and **holding company** have the same meaning as in sections 158 and 158A of the Companies Act 1955 or sections 5 and 6 of the Companies Act 1993, as the case may be.

(3) Subsection (1) shall not apply to—

(a) any agreement of the kind described in paragraph (a) or paragraph (d) of subsection (3) of section 3A; or

(b) any agreement under which the total purchase price does not exceed $20.

Section 3(1): amended, on 1 April 1974, by section 2(2) of the Door to Door Sales Amendment Act 1973 (1973 No 42).

Section 3(2): amended, on 1 July 1994, by section 2 of the Company Law Reform (Transitional Provisions) Act 1994 (1994 No 16).

Section 3(3): added, on 1 April 1974, by section 2(3) of the Door to Door Sales Amendment Act 1973 (1973 No 42).

3A Provision of services

(1) Every agreement whereby a person agrees in the ordinary course of a business carried on by him to provide services for any other person for valuable consideration, whether alone or together with goods, shall (subject to subsection (3)) be deemed to be a credit agreement within the meaning of this Act, and the provisions of this Act shall, so far as applicable, apply accordingly, with all necessary modifications, as if the services were goods within the meaning of this Act.

(2) For the purposes of subsection (1) (but without limiting the generality of that subsection), an agreement whereby a person agrees to do any thing which confers any right or benefit on any other person shall be deemed to be an agreement to provide services for that other person.

(3) Subsection (1) shall not apply in respect of—

(a) any agreement under which the purchaser is a body corporate; or

(b) any contract of service between master and servant; or

(c) any agreement which relates to the disposition of an estate or interest in land; or

(d) any agreement under which the purchaser is a person who is carrying on any farming, agricultural, or manu-

facturing business, or any other business of any kind whatsoever, or who is practising any profession, if the services are of a type normally provided for the purposes of that business or the practice of that profession; or

(e) any agreement to which section 3 applies; or

(f) any contract which is primarily a contract of insurance; or

(g) any contract to purchase or subscribe for shares in a building society within the meaning of the Building Societies Act 1965; or

(h) any agreement under which the total purchase price does not exceed $40.

Section 3A: inserted, on 1 April 1974, by section 3(1) of the Door to Door Sales Amendment Act 1973 (1973 No 42).

4 Power to exempt goods and services

The Governor-General may, from time to time, by Order in Council, prescribe things or classes of things or services or classes of services, which shall not be goods or services for the purposes of this Act.

Section 4: substituted, on 1 April 1974, by section 3(2) of the Door to Door Sales Amendment Act 1973 (1973 No 42).

5 Enforcement conditional on compliance with certain requirements

(1) Subject to section 8 and to section 11, where a credit agreement is made at a place other than appropriate trade premises the vendor shall not be entitled to enforce the agreement unless the requirements of section 6 are complied with.

(2) Where by virtue of subsection (1) the vendor is not entitled to enforce an agreement—

(a) he shall not be entitled to enforce any contract of guarantee relating to that agreement or any collateral agreement;

(b) no security given by the purchaser in respect of money payable under the agreement or any collateral agreement, or given by a guarantor in respect of money payable under the agreement or any collateral agree-

ment, or given by a guarantor in respect of money payable under a contract of guarantee relating to that agreement or any collateral agreement, shall be enforceable against the purchaser, or against the guarantor, as the case may be, by the holder of such a security.

6 Requirements as to agreements

(1) The requirements of this section, in relation to an agreement, are that—

(a) the agreement shall be in writing and shall be signed by the purchaser and by or on behalf of all other parties to the agreement; and

(b) the agreement shall contain a statement in the form set out in Part 1 of Schedule 1 which statement shall comply with Part 2 of that schedule and shall be duly completed by the vendor in accordance with the instructions contained in that schedule; and

(ba) the agreement must also contain a statement showing—

(i) the full name and address of each vendor:

(ii) the cash price (as defined in section 5 of the Credit Contracts and Consumer Finance Act 2003) of the goods:

(bb) the agreement shall also state the following particulars in respect of payments to be made by the purchaser pursuant to the contract:

(i) the amount of each payment:

(ii) the number and frequency of each payment:

(iii) the dates when the payments are to be made, or a statement that enables the purchasers to determine those dates:

(iv) the places where those payments are to be made:

(c) a copy of the agreement and a copy of the form set out in Schedule 2 shall be given to the purchaser at the time at which the agreement is made; and

(d) where the vendor or any other person guarantees the goods or the services to which the agreement relates, that guarantee shall be in writing and a copy of it shall be given to the purchaser at the time at which the agreement is made.

(2) If in any proceedings before any court the court is satisfied that a failure to comply with any of the requirements of subsection (1) is a minor failure which has not prejudiced the purchaser, and that it would be just and equitable to dispense with the requirement, the court may, subject to such conditions as it thinks fit to impose, dispense with that requirement for the purposes of those proceedings.

Section 6(1)(ba): substituted, on 1 April 2005, by section 139 of the Credit Contracts and Consumer Finance Act 2003 (2003 No 52).

Section 6(1)(bb): inserted, on 1 June 1982, by section 51 of the Credit Contracts Act 1981 (1981 No 27).

Section 6(1)(c): amended, on 1 April 1974, by section 4(2) of the Door to Door Sales Amendment Act 1973 (1973 No 42).

Section 6(1)(d): added, on 1 April 1974, by section 4(1) of the Door to Door Sales Amendment Act 1973 (1973 No 42).

7 Right of cancellation

(1) Subject to section 11 and to subsection (3), where a credit agreement is made at a place other than appropriate trade premises the purchaser may cancel that agreement at any time before the end of the period of 7 days beginning with the day after the date of the making of the agreement by giving to the person named as vendor in the statement required under paragraph (b) of subsection (1) of section 6 a notice in the form set out in Schedule 2 or any other written form of notice if, however expressed, it indicates the intention of the purchaser to cancel or withdraw from the agreement.

(2) Notice pursuant to subsection (1) may be given by delivering it personally at the address specified in the statement required under paragraph (b) of subsection (1) of section 6 or by properly addressing, prepaying, and posting a letter containing the notice to the person specified in the statement at that address.

(3) Where by virtue of subsection (1) of section 5 the vendor is not entitled to enforce a credit agreement the purchaser may cancel the agreement at any time before the end of the period of 1 month beginning with the day after the date of the making of the agreement by giving the required notice in accordance with subsections (1) and (2). Those subsections shall apply accordingly with such modifications as are necessary and if paragraph (b) of subsection (1) of section 6 has not been com-

plied with the notice may be delivered personally at, or posted to, the last known address of the vendor.

(4) If the notice is posted in accordance with subsection (2) the notice shall be deemed to have been given to the vendor at the time when it is posted.

(5) Any person who conducted any antecedent negotiations which promoted the transaction to which the agreement relates, but who is not the vendor, shall be deemed to be an agent of the vendor for the purpose of receiving any notice given by the purchaser under this section.

8 Agreement may become enforceable

(1) This section shall apply to any agreement made at a place other than appropriate trade premises if—

- (a) there has been a failure to comply with the requirements of subsection (1) of section 6; and
- (b) the failure has not been dispensed with under subsection (2) of that section; and
- (c) the purchaser has not cancelled the agreement under section 7; and
- (d) the period mentioned in subsection (3) of section 7 has expired.

(2) The vendor under any agreement to which this section applies may give to the purchaser, either personally or in a letter sent by registered post,—

- (a) a copy of the agreement if the agreement is in writing or, if it is not in writing, a memorandum in writing setting out full particulars of the agreement including the date on, and the place at which, it was made; and
- (b) a statement (modified in accordance with subsection (4)) in the form set out in Part 1 of Schedule 1 which statement shall comply with Part 2 of that schedule and shall be duly completed in accordance with the instructions contained in that schedule, and which shall be attached to the copy of the agreement or to the memorandum referred to in paragraph (a); and
- (c) a copy (modified in accordance with subsection (5)) of the form set out in Schedule 2,—

and if the vendor does so the purchaser may cancel the agreement before the end of the period specified in the statement given under paragraph (b) by giving a notice in accordance with subsections (1) and (2) of section 7 and those subsections and the other provisions of this Act shall apply accordingly with such modifications as are necessary.

(3) If the purchaser does not cancel the agreement before the end of the period so specified section 5 shall cease to apply to that agreement.

(4) For the purposes of paragraph (b) of subsection (2) the statement set out in Part 1 of Schedule 1 shall be modified by omitting the words "you signed the agreement, the notice of cancellation handed to you on that day", and substituting the words "you were given this statement, the notice of cancellation that accompanied it".

(5) For the purposes of paragraph (c) of subsection (2) the Note on the form set out in Schedule 2 shall be modified by omitting the words "signed the agreement", and substituting the words "were given the statement that accompanied this notice".

9 Effect of cancellation

(1) Where a notice of cancellation is given pursuant to section 7:

(a) the agreement to which it relates shall be deemed to have been rescinded by mutual consent and never to have had effect:

(b) any collateral agreement and any contract of guarantee relating to the agreement shall be deemed never to have had effect:

(c) any security given by the purchaser in respect of money payable under the agreement, or given by a guarantor in respect of money payable under such a contract of guarantee, shall be deemed never to have been enforceable:

(d) any money paid under the agreement or any collateral agreement shall be repaid forthwith by the vendor or other person to whom the money has been paid, and if the purchaser is in possession of the goods he shall have a lien on them for any sum which he is entitled to be repaid:

(e) where the purchaser has supplied other goods in part exchange for the goods that are the subject of the agreement or any collateral agreement the vendor shall forthwith redeliver the goods so supplied to the purchaser.

(2) Unless before the end of the period of 10 days beginning with the date of the giving of the notice under section 7, the goods supplied by the purchaser in part exchange for the goods that are the subject of the agreement are redelivered to the purchaser, the purchaser shall be entitled to receive from the vendor an amount equal to the value of the goods at the time at which they were supplied by the purchaser or to the sum (if any) which was agreed to be allowed by the vendor in respect of the goods whichever is the greater.

(3) The vendor shall be liable to pay compensation to the purchaser for any damage done to the goods supplied by the purchaser in part exchange, while these goods have been in the custody of the vendor, other than damage arising from the normal use of the goods or damage arising from circumstances beyond the vendor's control.

(4) During the period of 10 days referred to in subsection (2) the purchaser, if he is in possession of the goods that are the subject of the agreement, shall be entitled to retain possession of them until either—

(a) the goods agreed to be taken in part exchange are redelivered to him; or

(b) a sum equal to their value or the part exchange value, as the case may require, has been paid to him; or

(c) compensation in terms of subsection (3) has been paid to him;

and if, immediately before the end of that period, he continues by virtue of this subsection to be entitled to retain possession of the goods to which the agreement relates, he shall have a lien on those goods for any sum which he is entitled to recover by virtue of subsection (2) or subsection (3).

(5) Any sum payable under any of the provisions of subsections (1) to (3) shall be recoverable as a simple contract debt in any court of competent jurisdiction. In any action for the recovery of any such sum the purchaser shall, if successful, be entitled to recover from the vendor his full costs, fees, and other

reasonable expenses, including reasonable costs incurred between solicitor and client.

(6) If the vendor has provided any services under the agreement before it is cancelled, he shall not be entitled to any compensation for those services. If the vendor's services have resulted in the alteration of property of the purchaser, the vendor shall restore the property to substantially as good a condition as it was at the time the services were rendered.

Section 9(6): added, on 1 April 1974, by section 3(2) of the Door to Door Sales Amendment Act 1973 (1973 No 42).

10 Redelivery and care of goods comprised in the notice of cancellation

(1) Where a notice of cancellation is given pursuant to section 7 the purchaser shall deliver to the vendor any goods that have been delivered to the purchaser pursuant to, or in anticipation of, the agreement.

(2) The purchaser shall not be under any obligation to deliver any such goods except at his own premises and in pursuance of a request (whether oral or in writing) from the vendor, and any such obligation shall be subject to any lien or other right to retain the goods which he may have under subsection (1) or subsection (4) of section 9.

(3) Subject to the following provisions of this section, the purchaser shall be under an obligation to take reasonable care of any such goods, if they have come into his possession in consequence, or in anticipation, of the making of the agreement, until the end of the period of 21 days beginning with the date of the giving of the notice of cancellation.

(4) The purchaser may send any such goods at his own expense to the vendor and, if the purchaser does so, he shall be under an obligation to take reasonable care to see that they are received by the vendor and are not damaged in transit to him, but in other respects his obligation to take care of the goods shall cease on his sending the goods to the vendor.

(5) Where at any time during the period of 21 days the purchaser receives such a request as is mentioned in subsection (2), and unreasonably refuses or fails to comply with it, his obligation

to take reasonable care of the goods shall continue until he has complied with the request.

(6) The purchaser shall take reasonable care to see that the goods are received by the vendor or a person for the time being entitled to the possession of the goods.

(7) Where goods are of a kind that are consumed or depleted in quantity in normal use the purchaser shall be liable to pay compensation to the vendor for the consumption of the goods or their depletion in quantity in normal use while they are in the custody of the purchaser.

(8) The purchaser shall also be liable to pay compensation to the vendor for any damage done to the goods or for the loss or destruction thereof while the goods have been in the custody of the purchaser, other than damage arising from the normal use of the goods or loss or damage arising from circumstances beyond his control:
provided that no compensation shall be payable under this subsection in respect of any damage done to the goods or of their loss or destruction if it occurs more than 21 days after the day on which the notice of cancellation was given unless the purchaser is still under an obligation to take reasonable care of them pursuant to subsection (5).

(9) The liability of the purchaser to pay compensation under subsection (8) also applies in respect of any loss occasioned by any breach of his duty under subsection (6) or by the performance by him of any act in relation to the goods (other than an act involved in the normal use of them) which is inconsistent with ownership of them by the vendor.

(10) Except as provided for in subsections (3) to (9) the purchaser shall not be under any obligation to take care of the goods by reason of their having come into his possession.

(11) Any obligation under this section shall be owed to the vendor and any breach of that obligation shall be actionable, at the suit of that person, as a breach of a statutory duty.

(12) Any reference in this section to the premises of the purchaser is a reference to the premises which in the agreement are specified as his address, and any written request under subsection (2) may be made to the purchaser at that address in the same

manner as a notice may be given pursuant to subsection (1) of section 7 and subsections (2) and (3) of that section shall apply accordingly with all necessary modifications.

11 Agreements initiated at the request of the purchaser excluded

(1) Sections 5 and 7 shall not apply to a credit agreement made at a place other than appropriate trade premises if the first inquiry specifically relating to the sale and purchase of the goods that are the subject of the agreement or to the provision of the services to which the agreement relates is made by the purchaser.

(2) In determining for the purposes of subsection (1) whether a first inquiry has been made by the purchaser the advertising of goods or services by the vendor by way of an advertisement addressed to the public at large or to a section of the public shall be disregarded.

(3) If in any proceedings before any court any person claims that sections 5 and 7 do not apply to any credit agreement made at a place other than appropriate trade premises by reason of the provisions of subsection (1) or subsection (2) it shall be for that person to prove that the requirements of the subsection have been satisfied.

Section 11(1): amended, on 1 April 1974, by section 3(2) of the Door to Door Sales Amendment Act 1973 (1973 No 42).

Section 11(2): amended, on 1 April 1974, by section 3(2) of the Door to Door Sales Amendment Act 1973 (1973 No 42).

11A Existence of representations to be a question of fact

In any proceedings it shall be a question of fact whether any representation, statement, or warranty was made or given to the purchaser or prospective purchaser, whether orally or in writing, by the vendor or any person acting on behalf of the vendor in connection with or in the course of negotiations leading to the entering into of a credit agreement made at a place other than appropriate trade premises and whether, if the statement, representation, or warranty was made, it constituted a term of the agreement or was relied on by the purchaser. The court shall not be precluded from inquiring into and determining those questions by any provision in the agreement or in any

other document unless the court considers that in all the circumstances of the case, including the subject matter and value of the transaction and the respective bargaining strengths of the parties, it is fair and reasonable that the provision should be conclusive between the parties.

Section 11A: inserted, on 1 April 1974, by section 5 of the Door to Door Sales Amendment Act 1973 (1973 No 42).

12 No contracting out

(1) The provisions of this Act shall have effect notwithstanding any provision to the contrary in any agreement.

(2) Any transaction entered into or any contract or arrangement made, whether orally or in writing for the purpose of or having the effect of, in any way, whether directly or indirectly, defeating, evading, avoiding, or preventing the operation of this Act in any respect shall be unenforceable except that any money paid as part of any such transaction or under any such contract or arrangement may be recovered by the person who paid it from the person to whom it was paid.

13 Application of section 44 of the Mercantile Law Act 1908

Section 44 of the Mercantile Law Act 1908 shall not apply to any credit agreement that is made at a place other than appropriate trade premises if sections 5 and 7 apply to that agreement.

14 Offences

(1) Any vendor who knowingly fails, after a notice of cancellation has been given pursuant to section 7, to repay any money paid by a purchaser, or to redeliver any goods supplied in part exchange shall be guilty of an offence against this Act and (without prejudice to the rights of the purchaser to recover such money or goods by action in a court of competent jurisdiction) shall be liable on conviction to a fine not exceeding $200.

(2) A purchaser who knowingly fails in terms of section 10 to redeliver at his own premises any goods delivered to him pursuant to an agreement, shall be guilty of an offence against this Act and (without prejudice to the rights of the vendor to

recover the goods by action in a court of competent jurisdiction) shall be liable on conviction to a fine not exceeding $200.

(2A) Every person commits an offence against this Act who, being the vendor under any agreement that the purchaser may cancel under this Act, stipulates for or demands or accepts, before the end of the period within which the agreement may be so cancelled, the whole or any part of the consideration to be provided by or on behalf of the purchaser under the agreement if—

(a) the goods that are the subject of the agreement comprise mainly books or printed matter; or

(b) the agreement is one to which section 3 or subsection (1) of section 3A applies.

(3) On conviction of any person of an offence under subsection (1) the court may make an order for the payment by that person of an amount equal to the money paid by the purchaser under an agreement which has been cancelled under this Act or for the return of goods given by the purchaser in part exchange or for the payment of money in terms of section 9(3).

(4) On conviction of any person of an offence under subsection (2) the court may make an order for the redelivery by the person of the goods to which the agreement relates.

Section 14(1): amended, on 1 July 2013, by section 413 of the Criminal Procedure Act 2011 (2011 No 81).

Section 14(2): amended, on 1 July 2013, by section 413 of the Criminal Procedure Act 2011 (2011 No 81).

Section 14(2A): inserted, on 1 April 1974, by section 6 of the Door to Door Sales Amendment Act 1973 (1973 No 42).

15 Time for filing charging document

Despite anything to the contrary in section 25 of the Criminal Procedure Act 2011, the limitation period in respect of an offence against this Act ends on the date that is 2 years after the date on which the offence was committed.

Section 15: replaced, on 1 July 2013, by section 413 of the Criminal Procedure Act 2011 (2011 No 81).

16 Application

This Act shall not have any effect in relation to any credit agreement made before the date of the commencement of this Act.

Schedule 1

s 6(1)(b)

Part 1

NOTICE TO CUSTOMER: RIGHT OF CANCELLATION

You have for a short time a legal right to cancel this Agreement.

You can do this by completing and giving to [*name and address of vendor*], before the end of the period of 7 days beginning with the day after the day on which you signed the agreement, the notice of cancellation handed to you on that day. You can give the notice by posting it in a prepaid letter, or by delivering it, to the above-named vendor at the address shown in this statement.

If you cancel this agreement any money you have already paid must be refunded to you. If you have given any goods in part exchange (trade-in) these goods, or their value, must also be returned to you. If you have received the goods purchased by you, you need take no action to return them but can wait for them to be collected. You need not hand them over unless you have received a request to do so and have had your money and goods (trade-in) returned to you.

Part 2

Requirements as to statutory statement

1 The statement set out in Part 1 shall appear in the agreement, close to the signature of the purchaser, on the page which contains particulars of the goods or services. The statement, the signature, and the particulars shall all appear on the same side of that page.

Schedule 2 clause 1: substituted, on 1 April 1974, by section 7 of the Door to Door Sales Amendment Act 1973 (1973 No 42).

2 The width of the outlined area shall be not less than 150 millimetres and its height shall be not less than 75 millimetres; and the thickness of the outlining shall be not less than 0.6 of a millimetre.

Schedule 2 clause 2: substituted, on 1 April 1974, by section 7 of the Door to Door Sales Amendment Act 1973 (1973 No 42).

3 The lettering in the statement shall be roman or upright sanserif and the height of the smallest letter shall be not less than 1.5 millimetres:

Part 2—*continued*

provided that these requirements shall not apply to any part of the statement which consists of handwriting.

Schedule 2 clause 3: substituted, on 1 April 1974, by section 7 of the Door to Door Sales Amendment Act 1973 (1973 No 42).

4 The words "**NOTICE TO CUSTOMER: RIGHT OF CANCELLATION**" shall be in bold capital letters at least 3 millimetres in height; but except for these words, the initial letters of other words, and any part of the statement which consists of handwriting, lettering in the statement shall not be in capital letters.

Schedule 2 clause 4: substituted, on 1 April 1974, by section 7 of the Door to Door Sales Amendment Act 1973 (1973 No 42).

5 The statement, which shall be legible and shall be capable of being read easily by a person with normal vision, shall be within the plain view of any such person reading the agreement.

Schedule 2 clause 5: substituted, on 1 April 1974, by section 7 of the Door to Door Sales Amendment Act 1973 (1973 No 42).

6 Except for the name and address of the vendor, the contents of the statement shall not consist of handwriting or a reproduction thereof.

Schedule 2 clause 6: substituted, on 1 April 1974, by section 7 of the Door to Door Sales Amendment Act 1973 (1973 No 42).

Schedule 2
s 6(1)(c)

Notice of cancellation

To [*name and address of vendor*]

I hereby cancel the agreement made by me on [*date*] to purchase or hire or be provided with [*concise description of the goods or services*] and require you to repay all money paid by me under or with respect to the agreement and to return to me all goods given to you by me pursuant to the agreement.

Date:

Signature:

Address:

Note: This notice may be given by posting it in a prepaid letter, or by delivering it personally, to the vendor at the address shown on the agreement before the end of the period of 7 days beginning with the day after the day on which you signed the agreement. If you post this notice you are recommended to send it by registered mail so that you obtain proof of the giving of the notice.

Schedule 2: amended, on 1 April 1974, by section 3(2) of the Door to Door Sales Amendment Act 1973 (1973 No 42).

Reprints notes

1 General

This is a reprint of the Door to Door Sales Act 1967 that incorporates all the amendments to that Act as at the date of the last amendment to it.

2 Legal status

Reprints are presumed to correctly state, as at the date of the reprint, the law enacted by the principal enactment and by any amendments to that enactment. Section 18 of the Legislation Act 2012 provides that this reprint, published in electronic form, has the status of an official version under section 17 of that Act. A printed version of the reprint produced directly from this official electronic version also has official status.

3 Editorial and format changes

Editorial and format changes to reprints are made using the powers under sections 24 to 26 of the Legislation Act 2012. See also http://www.pco.parliament.govt.nz/editorial-conventions/.

4 Amendments incorporated in this reprint

Fair Trading Amendment Act 2013 (2013 No 143): section 41(1)(a)

Criminal Procedure Act 2011 (2011 No 81): section 413

Credit Contracts and Consumer Finance Act 2003 (2003 No 52): section 139

Company Law Reform (Transitional Provisions) Act 1994 (1994 No 16): section 2

Credit Contracts Act 1981 (1981 No 27): section 51

Door to Door Sales Amendment Act 1973 (1973 No 42)

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