

KNOCK, KNOCK, BUYER BEWARE! -- NOT NECESSARILY "COOL-OFF" AFTER
THE HEAT OF DOOR-TO-DOOR SALES

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It can be a frightening experience to answer your door to the sound of a high pressure sales pitch, and even worse if you end up letting yourself be talked into purchasing something that you really have little or no use for. Many people think that they have no recourse if they make such a mistake. The Federal Trade Commission, however, has established regulations protecting consumers, in their homes, from many of the high pressure tactics so often practiced by door-to-door salespeople. The salesperson knows how to influence a prospective customer and many are very polished at doing just that. The F.T.C. regulation provides the buyer the opportunity to "sleep on it," so to speak, by allowing the buyer to cancel the sale within three business days after the sale takes place.

The regulation defines a door-to-door sale as, "a sale, lease, or rental of consumer goods with a purchase price of \$25 or more, whether under single or multiple contracts, in which the seller or his representative personally solicits the sale, including those in response to or following an invitation by the buyer, and the buyer's agreement or offer to purchase is made at a place other than the place of business of the seller." A transaction is not considered a door-to-door sale if made after negotiation at seller's place of business, if the consumer is protected by the provisions of the Consumer Credit Protection Act (dealing with credit card purchases), if the buyer initiates contact due to a

personal emergency and provides a handwritten waiver of his right to cancel the sale, if the transaction is entirely conducted via telephone or mail, if the buyer initiated contact for the purpose of performance of maintenance or repair by seller (any additional sales are covered), or if the sale or rental pertains to real property, insurance, or securities or commodities offered by an S.E.C. registered broker.

The F.T.C. considers a sale unfair and deceptive if the seller does not furnish the buyer a completed, written receipt at the time of the sale. This must be in the language that the presentation was in and must point out on the first page that the buyer has three working days to cancel. The receipt must be dated and have a place reserved for the buyer's signature following the statement of right to cancellation. If you decide to cancel the contract you must make the goods available, in the same condition you received them, to the seller and he should notify you of his intentions within ten business days. If he fails to pick them up within 20 days of cancellation they are yours to do with as you please. He must return your money within ten business days. The next time a salesperson knocks on your door, you need not fear him. The Federal Trade Commission regulations protect you.