



To knock.....or not to knock....that is the question

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Door knocking is a pretty standard way used by agents to increase their listings. But did you know that there are laws that regulate how we can engage in door to door “sales” and telemarketing?

There are some easy guidelines set out by the Australian Competition and Consumer Commission (ACCC) regarding “unsolicited consumer agreement”.

An agent engaging in door-to-door sales and telemarketing is not allowed to visit or call during the following times:

- on Sundays or public holidays
- before 9am or after 6pm on weekdays
- before 9am or after 5pm on Saturdays.

And the agent must:

- tell the consumer their name
- advise of the name and address of the organisation they represent
- advise of the purpose of the phone call or visit
- tell the consumer that they can ask the agent to leave

- leave immediately if asked and not return for 30 days.

One very important rule to remember is that any contract entered into when a door-to-door sales person attends a consumer’s premises, becomes an unsolicited consumer agreement and that agreement has different rules with regards to cooling-off rights:

- 10 business days to cool-off or cancel the agreement, starting the first business day after you give the agreement document
- the consumer can terminate the agreement verbally or in writing any time during the cooling-off period.

Written termination can be delivered personally, sent via post, emailed or sent via fax. The agreement will be cancelled from the day the consumer gives notice.

- You, the agent, must promptly return or refund any money paid under the agreement or a related contract.
- For goods bought on credit or finance, the agent must contact the credit provider and arrange for cancellation.
- The agent must not try to convince you to waive your rights to cool off.

From the office

It's been over a month (or three newsletters worth anyway) since we wrote a 'From the Office' snippet. There were a couple of reasons for this – firstly, there was not much to say as all we were doing was assisting agents to complete their CPD requirements by the 22 March deadline; secondly, the newsletters seemed to be so lengthy that wasn't actually room to include any more words; thirdly, straight after the CPD deadline, we had a run of Covid through the office coming from all different directions; and finally because we have throughout the past two months been in the midst of office renovations. ACOP has taken on additional space with our premises and we now have three additional training rooms – so the building works, the re-fit and upgrade of the existing office space and connecting to the new space has all been very time consuming – but hey, we now have the best training rooms, AV facilities for students to participate in licensing and CPD classes remotely and great new spaces for students and staff alike. Pop in and see us sometime and have a look around and a coffee.

Of course, during all of this busy period, we still had time to celebrate birthdays (Rosy, Anthony and Rosemary over the past month – all with tremendous cakes), end of the property CPD year, work anniversaries, one of our uni students moving into their chosen field of chiropractics, and the finalisation of our building works. We have certainly had some fabulous cakes and celebrations.

And now it's Easter – so there's certainly plenty of chocolate in the office, and we've had a few deliveries from beautiful clients thanking us for our support. The doughnuts that arrived today from our friends in Mudgee have definitely hit the right spot.

With the agency agreement legislation only requiring a one business day cooling-off for your agency agreements, it is a very big difference between the two sets of rules.

It would be suggested that if you do decide to door knock or telemarket, that you do NOT sign any agency agreements on the day you door knock. Rather:

- Make an appointment to come back to discuss the agreement further.
- Leave a blank agency agreement and
- Leave a copy of the NSW Fair Trading Consumer Guide for the consumer to read over prior to your appointment to re-visit them.

This should mean that your next visit to their premises is no longer considered a “door-to-door” visit, but an appointment, and you should be able to avoid lengthy cooling-off periods to your agency agreement.

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