

SOUTH AUSTRALIA

FAIR TRADING (GENERAL) REGULATIONS 1999

SUMMARY OF PROVISIONS

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SCHEDULE

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REGULATIONS UNDER THE FAIR TRADING ACT 1987

Fair Trading (General) Regulations 1999

being

No. 169 of 1999: *Gaz.* 19 August 1999, p. 934¹

¹ Came into operation 19 August 1999: reg. 2.

Citation

1. These regulations may be cited as the *Fair Trading (General) Regulations 1999*.

Commencement

2. These regulations come into operation on the day on which they are made.

Revocation

3. The *Fair Trading Regulations 1987* (see *Gazette* 24 September 1987 p. 946), as varied, are revoked.

Interpretation

4. In these regulations—

"Act" means the *Fair Trading Act 1987*.

Related Acts

5. For the purposes of paragraph (b) of the definition of "**related Act**" in section 3(1) of the Act, each of the following is prescribed as a **related Act**:

- (a) the *Hairdressers Act 1988*;
- (b) Part 4¹ of the *Landlord and Tenant Act 1936*;
- (c) sections 22, 29, 32 and 34 of the *Trade Standards Act 1979*.

¹ Part 4 of the *Landlord and Tenant Act 1936* was repealed by s. 81 of the *Retail and Commercial Leases Act 1995*. However, it continues to apply (subject to modifications prescribed by regulation under the *Retail and Commercial Leases Act 1995*) to a retail shop lease entered into before the commencement of the *Retail and Commercial Leases Act 1995*.

Door-to-door trading (Part 3 of Act)

6. (1) Pursuant to section 14(3) of the Act, Part 3 of the Act does not apply to a **contract of life insurance** within the meaning of the *Insurance Contracts Act 1984* of the Commonwealth, as in force from time to time.

- (2) For the purposes of—

- (a) section 17(1)(a)(ii) of the Act—

- (i) **building work** within the meaning of the *Building Work Contractors Act 1995* is work of a prescribed nature; and
- (ii) if the supplier holds a building work contractor's licence under that Act, the particulars required to be set out in full in the prescribed contract relating to such work are—
 - (A) the supplier's name as it appears in the licence or the business or trading name under which the supplier carries on business; and
 - (B) the supplier's licence number and, where the supplier carries on business as a building work contractor in partnership, the licence number of each partner; and

3.

- (b) section 17(1)(g)(i) of the Act—the prescribed form of the notice is as set out in Form 1 of the Schedule; and
- (c) sections 17(1)(g)(ii) and 23(2)(a) of the Act—the prescribed form of the notice is as set out in Form 2 of the Schedule; and
- (d) section 17(1)(i) of the Act—the printing or typewriting of the prescribed contract and the notices referred to in section 17(1)(g) of the Act must not be smaller than 10-point type.

SCHEDULE
Forms

FORM 1
Fair Trading Regulations 1999

NOTICE OF RIGHT TO RESCIND DOOR-TO-DOOR CONTRACT

(Fair Trading Act 1987, s. 17(1)(g)(i))

TO *(insert name of consumer)*.

You are entitled to rescind (*ie* cancel) the contract you made

on *(insert date)*

relating to the supply of

.....

(insert a concise description of the goods or services to be supplied)

by sending a **RESCISSION NOTICE** *(see Form 2 attached)*

to *(insert full name of supplier)*

at

.....

(insert full postal address of place of business of supplier of goods or services)

at any time within the **10-DAY COOLING-OFF PERIOD** which begins on the day on which the contract was made *(see above)*.

You may be entitled to cancel the contract within **6 MONTHS** if—

- (a) the contract contains provisions which exclude or restrict the operation of South Australian laws;
or
- (b) the contract is not properly filled out or is not signed and copies of the contract and associated documents are not given to you; or
- (c) the dealer called on you—
 - at any time on a Sunday or public holiday; or
 - before 9.00 a.m. or after 5.00 p.m. on a Saturday; or
 - before 9.00 a.m. or after 8.00 p.m. on any other day; or
- (d) the dealer—
 - failed to leave when you asked; or
 - failed to give you an identity card; or
 - harassed you.

If you think you have a right to cancel the contract for one of these reasons you should first seek legal advice from your solicitor or check with the *Consumer Affairs Branch* of the *Office of Consumer and Business Affairs*.

FORM 2
Fair Trading Regulations 1999

RESCISSION NOTICE

(Fair Trading Act 1987, ss. 17(1)(g)(ii) & 23)

TO

.....
(insert name and address of supplier—see s. 23(4) of the Act)

I rescind the contract made by me on *(insert date)*
relating to the supply of

.....
(insert a brief description of the goods or services which were to be supplied).

I am exercising my right to rescind the contract—

- * before the expiration of the 10-day cooling-off period; OR
 - * because *(briefly describe reason for rescission)*
-
-

which is contrary to—
* section 15(1)
* section 17
* Division 3 of Part 3
of the *Fair Trading Act 1987*.

I require that you repay immediately all money due to me under or with respect to that contract.

Dated: Signed by the consumer:

* *Strike out whichever is not applicable.*

INSTRUCTIONS

This notice must be given by delivering it personally to the supplier or sending it by post in an envelope addressed to the supplier—

- within 10-days of the date on which the contract was made (in the case of a rescission made before the expiration of the cooling-off period); or
- within 6 months of the date on which the contract was made (in the case of a rescission for a contravention of, or failure to comply with, section 15(1), section 17 or Division 3 or Part 3 of the *Fair Trading Act 1987*).