

# Direct Sellers



Direct selling is the house-to-house selling, offering for sale or soliciting orders for the sale of goods and services.

## Licence:

Direct sellers must, with some exceptions, be licensed and bonded. A licence is valid for 1 year and is non-transferrable. They have to carry their licence with them, proving that he or she is associated with a licensed company. This helps protect consumers by providing a screening process for individuals entering your home.

## Contract:

When you buy goods or services of more than \$100 from a direct seller, they must give you a contract. Before signing a contract, read it through and fully understand it. Do not sign a contract on impulse and always get a copy. The contract must be signed by you and the salesperson.

## The contract should also include:

- Your name and address and the name, address and phone number of the salesperson and the company they represent;
- The date and place the contract is made;
- A description of the goods or services you've purchased;
- The number of items purchased and the price of each;
- A description of any goods taken as a trade-in;
- The total cost and terms of payment and the total cost of credit (if the product was financed with the direct seller);
- Date of delivery (for goods) or completion date (for services).



**FINANCIAL AND  
CONSUMER SERVICES  
COMMISSION**

regulation • education • protection

## Contact us

**Financial and Consumer  
Services Commission**  
Toll Free: 1 866 933-2222  
Facsimile: 1 506 658-3059  
[info@fcnb.ca](mailto:info@fcnb.ca)

85 Charlotte Street,  
Suite 300  
Saint John, NB  
E2L 2J2

[fcnb.ca](http://fcnb.ca)



**#spendsmart**



## Cancelling a Purchase:

You have a 10 day “cooling-off” period from the day you receive the contract or statement of cancellation. Within these 10 days you can cancel and you do not have to give a reason. The cooling-off period may be extended if:

- The vendor or salesperson was not licensed at the time the purchase was made;
- The seller does not meet the terms of the contract;
- The goods or services are not supplied to you within 30 days of the delivery date. (If they arrive after 30 days and you accept them, you lose the right to cancel).

**To cancel:** Send a notice of cancellation in writing to the address on the cancellation statement or the contract by fax or registered mail so you have proof of when the notice was sent. The seller has 15 days from the date your notice was sent to refund any money paid and return any trade-in (or an amount equal to the market value of the trade in). You have to return the goods purchased once you receive your money or trade-in. You must also pay a reasonable amount for any goods that you used or services that the seller performed. The seller cannot claim payment until after making a full refund.

## Tips for Buying from a Direct Seller:

- Ask to see the salesperson’s license. Check that it is not expired, that the seller is representing the vendor specified in the license, and that it has been signed by the Director of Consumer Affairs and the salesperson.
- Do not let a seller pressure you into buying or signing a contract on the spot.
- Have the salesperson sign the contract before you do. Read and check the contract details (such as date and price) before you sign.
- Do not commit to payments above what you can afford.
- Keep your deposits small, and do not pay in full up front.
- Ask about and compare cash price, credit price, warranties and service.

