

THE SENDER CAN

- Demand payment if:
 - o You have told them you want the goods
 - o You have used the goods
 - o You have wilfully damaged the goods (see Q7)
- Send you an invoice or other document if it has this warning statement printed at the top of the document: **'THIS IS A SOLICITATION, NOT AN INVOICE FOR A DEBT INCURRED BY YOU.'**

Q7. What if I lose or damage the goods?

You are responsible for damage or loss if it is deliberate or unlawful.

If you accidentally damage or lose the goods contact the sender and try to resolve the problem.

Q8. What if I want to keep the goods?

If you receive unsolicited goods and you decide you want to keep them you can:

- Keep them safe and only use them after three months or
- Use them or let the sender know you want to keep them **BUT** the sender can demand payment.

Q9. What if I change my mind about wanting the goods?

If you have indicated that you want to keep the goods, the sender can demand payment. However, if your reason for changing your mind is that the goods are faulty, you should seek legal advice.

Who do I contact for more information and legal advice?



The Office of Fair Trading
1300 658 030
www.fairtrading.qld.gov.au

Australian Competition and Consumer Commission (ACCC)
1300 302 502
www.accc.gov.au

Legal Aid Queensland
1300 65 11 88
www.legalaid.qld.gov.au

QPILCH Consumer Law Advice Clinic
(07) 3012 9773
www.qpilch.org.au



UNSOLICITED GOODS

Know Your Rights



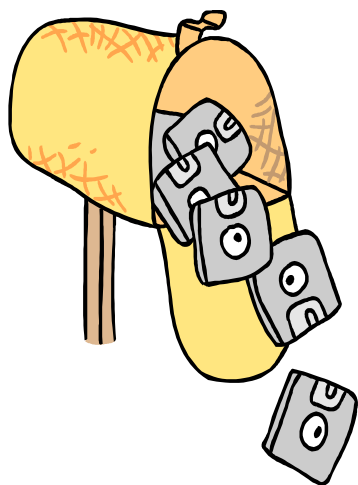
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Q1. What are Unsolicited Goods?

Unsolicited goods are products sent to you by mail, telephone or email that you (or someone on your behalf) have not requested.

Some examples of unsolicited goods are books, magazine subscriptions, CDs and Cash-On-Delivery (COD) mail.



All activity in relation to unsolicited goods is governed by sections 52 and 53 of the *Fair Trading Act 1989* (Qld) and sections 64 and 65 of the *Trade Practices Act 1974* (Cth). These Acts offer you protection if a sender of unsolicited goods does not comply with the law.

Q2. Do I have to pay for unsolicited goods I receive?

It is not illegal for people to send you unsolicited goods but it is illegal for the sender to demand payment from you for those goods.

There are some exceptions to this rule (see Q6).

Q3. What should I do if I receive unsolicited goods?

You have two options:

1. Write to the sender to give them notice that you do not want the goods.

If the sender does not collect the goods within 1 month, they legally become your property.

- Notice must be IN WRITING and should include:
 - o Your name
 - o The address from which the sender can collect the goods
 - o A reasonable and convenient time for collection
 - o A statement saying that the goods are unsolicited.
- You should keep a copy of any letters that you send.

2. Do nothing

If the sender does not collect the goods within 3 months, then they legally become your property.

Q4. What are my rights and responsibilities while I am waiting for goods to be collected?

YOU SHOULD

- Keep the goods in a safe place even if you do not want them as they do NOT become your property immediately
- Keep copies of any letters or documents you are sent about the goods.

YOU SHOULD NOT

- Pay for goods you have not requested
- Use the goods during this time unless you are prepared to pay for them.

Q5. What are my rights and responsibilities after the 1 month or 3 month period?

If the goods are not collected within this time, you can use them or throw them away.

Once they become your property, the sender can no longer collect the goods UNLESS:

- You ought to have known that the goods were not meant for you, for example, the goods were not addressed to you in the first place
- You unreasonably refused the sender's attempts at collecting the goods during the time period.

Q6. What if I do not want the goods but the sender demands payment from me?

The sender cannot demand payment from you unless they reasonably believe they have a right to payment.

THE SENDER CANNOT

- Demand payment or indicate to you that they have a present or future right to payment
- Threaten legal proceedings against you in an attempt to recover the payment
- Place you or threaten to place you on a list of defaulters or debtors in an attempt to recover the payment
- Send you an invoice or other document requesting an amount for payment of the goods or the price of the goods.