

Five-Day Cooling-Off Period

Those door-to-door salesmen using the element of surprise, the "hard sell" or other fast buck tactics to prey on the unwary customer will find it more difficult to take advantage of Alaska residents under a new law approved by the last session of the legislature.

The new law, effective Sept. 23, 1975, provides for a five-day cooling-off period in Alaska, a spokesman for the Consumer Protection Office said.

This means that a consumer can calmly reconsider the entire transaction after a salesman leaves to determine if he really wants the goods or services he purchased, the spokesman added.

With foot-in-the-door persistence reducing their sales resistance, many buyers have found themselves legally committed to the purchase of goods or services which they did not need or cannot afford.

For this reason it is only fair that buyers be given ample time to thoughtfully consider whether they want the goods or services purchased, the agency spokesman added.

The new law applies to a contract for the purchase of goods or services in the amount of \$10 or more. It also requires, as a condition of the contract taking effect, there be written notice to the purchaser of his right to revoke or cancel the agreement. Door-to-door sales include in-person and telephone solicitations.

Revocation or cancellation of a door-to-door sales contract is accomplished by the consumer when the consumer tenders or gives back the rejected goods to the seller or his agent or when the consumer mails a registered letter which must be marked "Deliver to Addressee Only," return receipt, to the seller's address.

To be effective, the revocation or cancellation must occur within five business days of entering into the contract.

The Consumer Protection Office urges that consumers request that door-to-door salesmen leave with them their local addresses where they can be

contacted in the event that the consumer desires to take advantage of the five-day cooling-off period.

The new law, the consumer agency spokesman further added, also makes it an unfair or deceptive business practice for a company to fail to comply with the new five-day cooling-off period provision.

The agency has requested that all consumers who are solicited on a door-to-door basis who find that the five-day revocation period is not set forth in their agreements immediately notify the Attorney General's Office, Consumer Protection Division in their area.

The Consumer Protection Office spokesman further said that there are some transactions in which the five-day cooling-off provision does not apply and which the consumer should be aware of. These exceptions are:

(1) a transaction made under prior negotiations in the course of a visit by the buyer to a retail business establishment having a fixed permanent location where the goods are exhibited or the services are offered for sale on a continuing basis;

(2) a transaction in which the buyer has initiated the contact and the goods or services are needed to meet a bona fide immediate personal emergency of the buyer;

(3) a transaction conducted and

consummated entirely by mail;

(4) a transaction in which the buyer has initiated the contact and specifically requested the seller to visit his home for the purpose of repairing or performing maintenance upon the buyer's personal property;

(5) a transaction conducted at the purchaser's place of business.

Persons desiring more information on the new law can call the Consumer Protection Office at 279-0428, or visit the office at 1001 West Fourth Avenue.