

13. Entering into customer contracts

- (1) A marketer must, in the course of arranging a non-standard customer contract or a standard customer contract that is entered into as a result of door to door marketing, ensure that the contract is signed by the customer.
- (2) A standard customer contract that is not entered into as a result of door to door marketing need not be signed by the customer but the fact and the time of the consent of the customer must be recorded by the marketer.
- (3) The terms and conditions of a standard customer contract that is not entered into as a result of door to door marketing must be available to the customer on request at no charge.
- (4) A contract is entered into as a result of door to door marketing if the following conditions are satisfied —
 - (a) negotiations leading to the formation of the contract (whether or not they are the only negotiations that precede the formation of the contract) take place between the marketer and the customer in each other's presence in Western Australia at a place other than trade premises of the marketer;
 - (b) the marketer attends at that place —
 - (i) in the course of door to door marketing; and
 - (ii) otherwise than at the unsolicited invitation of the consumer.
- (5) For the purposes of subclause (4)(b), in determining whether an invitation is solicited or unsolicited —
 - (a) any solicitation by way of advertisement addressed to the public or a substantial section of the public is to be disregarded; but
 - (b) if an invitation arises from a communication initiated by the marketer (other than as described in paragraph (a)) the invitation is not to be regarded as unsolicited.