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MALTA

KAMRA TAD-DEPUTATI

ABBOZZ ta' Ligi mressaq mill-Onorevoli Lino Spiteri, M.P., Ministru tal-Kummerç u Ippjanar Ekonomiku u moqri għall-Ewwel darba fis-Seduta tas-27 ta' Ottubru, 1986.

ATT biex jirregola l-attivitajiet ta' Bejjegħa Bieb b'Bieb.

P. MUSCAT TERRIBILE
Agent Skrivani tal-Kamra tad-Deputati

HOUSE OF REPRESENTATIVES

A BILL introduced by the Honourable Lino Spiteri, M.P., Minister of Trade and Economic Planning and read the First time at the Sitting of the 27th October, 1986.

AN ACT to regulate the activities of Door-to-Door Salesmen.

P. MUSCAT TERRIBILE
Acting Clerk to the House of Representatives

ABBOZZ TA' LIĠI

msejjah

ATT biex jirregola l-attivitajiet ta' Bejjiegħa Bieb b' Bieb.

IL-PRESIDENT, bil-parir u l-kunsens tal-Kamra tad-Deputati, imlaqqgħa f'dan il-Parlament, u bl-awtorità ta' l-istess, hareġ b'liġi dan li ġej:—

1. Dan l-Att jista' jissejjah l-Att ta' l-1986 dwar Bejjiegħa Bieb b' Bieb, u għandu jibda jsehh f'dik id-data li l-Ministru responsabbli għall-Kummerċ jista' jstabbilixxi b'avviż fil-Gazzetta, u dati differenti jistgħu jiġu hekk stabbiliti għal dispożizzjonijiet differenti u għal għanijiet differenti ta' l-Att.

Titolu fil-qosor
u bidu
fis-sehh.

2. F'dan l-Att, kemm-il darba r-rabta tal-kliem ma tehtiegħ xort'ohra:

Tifsir.

“bejjiegħ bieb b'bieb” tfisser min joffri oġġetti għall-bejgħ gewwa d-djar, sew jekk l-offerta ma tintalabx minn min tkun qegħda ssirlu l-offerta, sew jekk tintalab minn dan ta' l-ahhar bi twegħiba għal xi reklam, iżda ma tinkludix bejjiegħa ta' ikel u xorb li jbiegħu il-prodotti tagħhom bieb bieb;

“Direttur” tfisser id-Direttur tal-Kummerċ;

“fond kummerċjali” tfisser dak il-fond permanenti kummerċjali fejn neguzjant jeżerċita l-attività kummerċjali jew professjonali tiegħu kif ukoll tinkludi posti fil-fieri u fis-swieq;

“konsumatur” tfisser persuna naturali li fi transazzjonijiet li jaqgħu taht dan l-Att tagħxi b'mod li ma jkunx ta' xorta kummerċjali jew professjonali;

“jippreskrivi” tfisser preskritti b'regolamenti taht dan l-Att;

“kuntratt magħmul fuq l-ghadba tal-bieb” tfisser kuntratt bejn konsumatur u neguzjant li jsir permezz ta' bejjiegħ bieb b'bieb u tinkludi rabta unilaterali minn konsumatur ma' neguzjant, li għalih it-trattativi li jsiru qabel kienu inbdew f'lok ieħor li ma jkunx fond kummerċjali;

Kif japplika
dan l-Att.

“Ministru” tfisser il-Ministru responsabbli għall-Kummerċ.

3. Dan l-Att ma japplikax għal —

(a) kuntratti li jkunu ġew eskusivament negozjati b'inizjativa tal-konsumatur:

Iżda jekk titqiegħed ordni għal katalogi, mudelli, kampjuni u oġġetti simili, jew jekk jintalab mill-konsumatur li ssir żjara jew dimostrazzjoni, jew jekk wiehed jiehu sehem f'xi attività li tkun organizzata minn neguzjant, dawn ma għandhomx jitqiesu li qegħdin jagħtu bidu għal trattativi;

(b) kuntratti li jkunu ġew unikament negozjati bil-miktub;

(c) kuntratti li jsiru quddiem qorti, nutar jew persuna oħra li jkollha dmir li tinforma liż-żewġ partijiet fil-kuntratt dwar id-drittijiet u d-dmirijiet li għandhom;

(d) kuntratti li jirrigwardaw il-proprjetà immobbli jew drittijiet relattivi;

(e) kuntratti li fihom il-prezz kollu totali mħallas mill-konsumatur ma jkunx iktar minn għoxrin lira Maltija:

Iżda meta jkun hemm kuntratt wiehed jew iktar minn wiehed li jkunu jipprovdu għal provvista kontinwa u l-valur kollu tal-kuntratt ikun jew jista' jingiebi li jaqbeż l-għoxrin lira Maltija, dan il-kuntratt jew kuntratti għandhom, minkejja l-valur ta' kull kunsinna individwali u separata, jitqiesu bħala kuntratt fejn il-prezz kollu totali li jrid jithallas mill-konsumatur ikun jaqbeż l-għoxrin lira Maltija;

(f) kuntratti li jirrigwardaw il-bejgħ ta' dawg l-oġġetti li dwarhom il-Ministru jista' jippreskrivi;

(g) kuntratti dwar l-ghoti ta' servizzi jew xogħol, hlief kuntratti li jipprovdu għall-assigurazzjoni.

4. (1) Hadd ma jista' jagħmilha ta' bejjiegh bieb b'bieb jekk ma jkollux liċenza mahruġa għal dan il-ghan mid-Direttur. Din il-liċenza ma teżentax 'il min iżommha milli jkollu xi liċenza jew permess iehor kif mehtigin minn jew taht xi liġi oħra.

(2) Id-Direttur ma għandux johroġ din il-liċenza hlief lil min —

(i) ikun ċittadin Malti;

(ii) jipproduċi ċertifikat minghand il-Kummissarju tal-Pulizija li jkun juri li hu ta' kondotta tajba; u

(iii) jkollu fond kummerċjali f'indirizz permanenti li jkun miftuh għall-pubbliku fil-hinijiet regolari, jew li jkun impjegat minn din il-persuna.

(3) Il-liċenza biex wiehed jagħmilha ta' bejjiegh bieb b'bieb għandha tkun wahda personali u għandha tkun valida sa tmiem is-sena kalendarja li tinhareġ fiha, u tista' tiġġedded mid-Direttur għal perjodi oħrajn li ma jkunux ta' iktar minn sena kull wiehed minnhom.

(4) Id-Direttur jista' jimponi dak il-hlas għall-hruġ jew tiġdid ta' liċenza li l-Ministru jista' jippreskrivi.

Liċenza biex
wiehed
jagħmilha
ta' bejjiegh
itineranti.

5. (1) Kull min jagħmilha ta' bejjiegh bieb b'bieb mingħajr ma jkollu liċenza mid-Direttur jew li jimpjega jew b'mod ieħor imexxi l-kummerċ tiegħu permezz ta' bejjiegh bieb b'bieb li ma jkollux liċenza mahruġa mid-Direttur ikun ħati ta' reat kontra dan l-Att u jehel, meta jinsab ħati, il-piena ta' multa ta' mhux inqas minn mitt lira Maltija iżda mhux aktar minn hames mitt lira Maltija, jew prigunerija għal żmien mhux aktar minn sitt xhur, jew din il-multa u prigunerija flimkien.

Piena għat min jagħmilha ta' bejjiegh itineranti mingħajr liċenza.

(2) Kull kuntratt magħmul fuq l-ghadba tal-bieb li jsir ma' jew permezz ta' bejjiegh bieb b'bieb li ma jkollux liċenza valida skond dan l-Att, ikun null:

Iżda din in-nullità ma għandhiex titressaq bhala eċċezzjoni mill-bejjiegh bieb b'bieb jew minn min ikun qiegħed jimpjegah jew b'xi mod ieħor imexxi l-kummerċ permezz tiegħu.

6. (1) Ebda kuntratt magħmul fuq l-ghadba tal-bieb li jsir minn jew permezz ta' bejjiegh bieb b'bieb ma għandu jkun validu hlief meta dan isir bi skrittura privata li tkun konfermata kif provdut fl-artikolu 8 ta' dan l-Att.

Il-bejgħ għandu jsir bi skrittura privata.

(2) Kopja waħda ta' l-iskrittura privata għandha tinżamm mill-bejjiegh bieb b'bieb u kopja oħra għandha tinżamm mill-konsumatur. Għandha titwawħhal ma' l-iskrittura privata li tinżamm mill-konsumatur formola ta' konferma.

7. L-iskrittura privata għandha, taht piena ta' nullità, tinkludi —

Xi jkun fiha l-iskrittura privata.

- (a) id-data meta u l-post fejn giet iffirmata;
- (b) l-isem u l-indirizz tal-konsumatur;
- (ċ) l-isem tal-bejjiegh bieb b'bieb u n-numru tal-liċenza tiegħu;
- (d) l-indirizz permanenti tal-fond kummerċjali tal-bejjiegh bieb b'bieb jew ta' min jimpjegah;
- (e) deskrizzjoni ta' l-oġġetti mibjugħa;
- (f) il-prezz li għalih dawk l-oġġetti imbiegħu, u kif għandu jsir il-hlas;
- (g) iż-żmien iffissat għall-kunsinna ta' l-oġġetti mibjugħa, liema żmien ma għandu f'ebda każ ikun aktar tard minn sittin jum minn meta l-bejjiegh tkun waslitlu l-konferma ta' l-iskrittura privata;
- (h) klawżola li turi li l-iskrittura privata ma għandhiex tkun torbot hlief jekk din tkun konfermata skond ma hu indikat fl-artikolu 8 ta' dan l-Att;
- (i) il-firma proprja tal-konsumatur; u
- (j) dawk il-kondizzjonijiet oħra li l-Ministru jista' minn żmien għal żmien jippreskrivi sabiex jassigura li jkun hemm deskrizzjoni sew tal-hwejjeġ u li ma ssir ebda influwenza żejda fuq il-konsumatur.

8. (1) Kuntratt magħmul fuq l-ghadba ta' bieb ma jkunx jorbot u konkluziv hlief u sakemm dan ikun ikkonfermat skond kif hawn iktar 'il quddiem ipprovdut.

Konferma ta' kuntratt magħmul fuq l-ghadba ta' bieb.

(2) Il-konferma ta' kuntratt magħmul fuq l-ghadba ta' bieb issir mal-kunsinna fl-indirizz permanenti tal-bejjiegh bieb b'bieb jew ta' min jimpjegah tad-dikjarazzjoni ffirmata mill-konsumatur quddiem żewġ persuni li jkun ghalqu t-tmintax-il sena li jkun xhieda tad-dikjarazzjoni u li ma jkunux impjegati jew dipendenti tal-bejjiegh jew tan-neguzjant.

(3) Il-konferma għandha tkun skond il-formola kif murija fl-Iskeda I li tinsab ma' dan l-Att. Il-formola ta' konferma għandha tinhemeż mal-kopja ta' l-iskrittura privata li tinzamm mill-konsumatur, u jekk il-konsumatur jiddeċiedi li jikkonferma kuntratt magħmul fuq l-ghadba ta' bieb huwa għandu jiffirma din il-formola mhux qabel hmistax-il jum wara li ssir l-iskrittura privata u x-xhieda għall-firma tal-konsumatur għandhom huma stess jiktbu d-data ta' meta jkun ffirmaw maġenb il-firma tagħhom.

(4) Neguzjant ma jkunx marbut bi skrittura privata hlief meta din tiġi konfermata fi żmien xahar minn meta tkun giet iffirmata jew f'dak iż-żmien itwal li jista' jiġi ffsat fl-iskrittura privata.

Hlas tal-prezz
dwar kuntratt
magħmul fuq
l-ghadba
ta' bieb.

9. Hlief għal hlas ta' depożitu li ma jkunx jaqbeż l-ghaxra fil-mija tal-prezz ta' l-oġġetti li jiffurmaw is-sugġett tal-kuntratt magħmul fuq l-ghadba ta' bieb, liema depożitu ma għandux jithallas qabel ma l-kuntratt magħmul fuq l-ghadba ta' bieb ikun gie konfermat skond l-artikolu 8 ta' dan l-Att, il-bejjiegh bieb b'bieb jew in-neguzjant li f'ismu l-bejjiegh bieb b'bieb ikun ikkonkluda l-kuntratt magħmul fuq l-ghadba ta' bieb ma għandux jitlob lill-konsumatur biex ihallas xi parti mill-prezz qabel il-kunsinna ta' l-oġġetti, u meta l-oġġetti jiġu kkunsinnati f'partijiet, ma għandu jintalab ebda hlas hlief dak il-hlas li jkun jirrapreżenta il-prezz ta' dik il-parti kunsinnata.

Dritt ta'
thassir wara
li ssir
il-konferma.

10. (1) Meta kuntratt magħmul fuq l-ghadba ta' bieb ikun gie konfermat skond l-artikolu 8 ta' dan l-Att, il-konsumatur ma jkollux dritt li jhassar il-kuntratt magħmul fuq l-ghadba ta' bieb minghajr ma jkollu raġuni valida, hlief jekk dan id-dritt ikun imsemmi fl-iskrittura privata.

(2) Meta dan id-dritt għat-thassir ma jissemmiex il-kuntratt magħmul fuq l-ghadba ta' bieb ma għandux ikun sugġett għal thassir hlief għal raġuni valida.

Klawżoli
projbiti.

11. Kull klawżola fl-iskrittura privata li tkun —

(a) teħtieġ lil konsumatur li jhallas xi xorta ta' kumpens jekk huwa jwettaq id-dritt tiegħu li ma jikkonfermax il-kuntratt magħmul fuq l-ghadba ta' bieb, jew

(b) tipprovdi li xi tilwima li toħroġ minnha għandha titranġa b'xi mod ieħor milli permezz tal-qorti kompetenti f'Malta,

għandha tkun nulla.

Fuq min taqa'
il-prova.

12. F'xi tilwima dwar jekk —

(a) kuntratt magħmul fuq l-ghadba ta' bieb ġiex esklużivament negozjat fuq inizzjattiva tal-konsumatur, jew

(b) kuntratt magħmul fuq l-ghadba ta' bieb ġiex unikament negozjat bil-kitba, jew

(ċ) id-dispożizzjonijiet ta' dan l-Att ġewx osservati fil-konkluzjoni u fil-konferma tal-kuntratt magħmul fuq l-għadba ta' bieb,

il-prova taqa' fuq in-negożjant.

13. Minkejja d-dispożizzjonijiet ta' din il-liġi jew ta' xi liġi oħra, il-konsumatur ma jistax jitwaqqaf milli jistitwixxi azzjoni jew iġib xi difiża li jkollu taħt dan l-Att fuq il-bażi li d-data tal-konkluzjoni ta' l-iskrittura privata jew tal-konferma tagħha hija falza jew skorretta u dan ukoll fejn din il-falsità jew skorrettezza ikunu saru minnu jew bil-għarfien u kunsens tiegħu.

Dikjarazzjonijiet foloz mill-konsumatur.

14. (1) Kuntratt ta' bejgħ li jkun sar qabel il-bidu fis-seħħ ta' dan l-Att, li jkun kuntratt ta' bejgħ li għalih ikunu applikabbli d-dispożizzjonijiet ta' dan l-Att, ma jkunx jista' jitwettaq kontra l-konsumatur hlief jekk tkun saret il-kunsinna attwali ta' l-oġġetti mibjugħin u l-hlas tal-prezz tal-bejgħ, jew jekk il-konsumatur ikollu l-benefiċċju li jhallas b'rati miftehmin ikunu mill-inqas thalsu tlieta minn dawk ir-rati mill-prezz tax-xiri:

Bejgħ li sar qabel il-bidu fis-seħħ ta' dan l-Att.

Iżda f'dawn il-każijiet in-negożjant jista' jirkupra dawk id-danni li hu seta' fil-fatt inkorra meta l-konsumatur waqaf milli jwettaq ix-xiri tiegħu.

(2) Meta konsumatur ikun jixtieq li jzomm bħala wiehed effettiv kuntratt li skond id-dispożizzjonijiet tas-subartikolu (1) ta' dan l-artikolu jista' ma jitwettaqx min-negożjant, huwa għandu fi żmien xahar mill-bidu fis-seħħ ta' dan l-Att jikkonferma l-istess kuntratt billi jiffirma u jikkunsinna lin-negożjant dikjarazzjoni li tkun tikkonferma l-kuntratt, u meta jsir dan, dak il-kuntratt ikun jista' jitwettaq minn parti waħda jew l-oħra.

15. Il-Ministru jista' jagħmel regolamenti sabiex jingħata effett aħjar lil xi dispożizzjoni ta' dan l-Att, u bla hsara għall-ġeneralità ta' dak imsemmi, jista' b'regolamenti jippreskrivi:

Setgħa għall-għemil ta' regolamenti.

(a) id-drittijiet li għandhom jithallsu għal xi liċenza taħt dan l-Att;

(b) id-drittijiet li għandhom jithallsu għal xi servizz li jista' jiġi provdut mid-Direttur taħt dan l-Att;

(ċ) il-forma li fiha xi kuntratt jew konferma jew xi klawżola tagħhom jistgħu jsiru, sew b'mod ġeneriku sew ukoll dwar xi kategorija ta' oġġetti;

(d) il-forma li fiha xi liċenza tkun tista' tinħareġ taħt dan l-Att;

(e) il-mezz kif jiġi identifikat bejjiegħ bieb b'bieb li jkun liċenzat taħt dan l-Att;

(f) kull haġa oħra li tista' tiġi preskritta taħt dan l-Att.

SKEDA I

(Artikolu 8)

Konferma ta' Kuntratt magħmul fuq l-ghadba ta' bieb

Lil _____
(Isem u indirizz tan-Neguzjant)

Jiena niddikjara li qed nikkonferma l-kuntratt magħmul fuq l-ghadba ta' bieb ghax-xiri ta' _____
(deskrizzjoni ta' l-oġġetti)

bil-prezz ta' _____

li jithallas _____

u iffirmat bejn _____
(Isem tal-bejjiegh itineranti)

f'isem ta' _____
(Isem tal-kumpannija)

u f'ismi _____
(Isem tal-konsumatur)

fil- _____
(Data tal-kuntratt magħmul fuq l-ghadba ta' bieb)

Jiena nifhem li ma għandix dritt li nhassar l-imsemmi kuntratt minghajr raġuni valida, hlief jekk dan id-dritt ikun espressament dikjarat fil-kuntratt magħmul fuq l-ghadba ta' bieb li qiegħed hawnhekk jiġi konfermat.

Iffirmat	_____	_____	_____
	(konsumatur)	(data)	(indirizz)
	_____	_____	_____
	(xhud)	(data)	(indirizz)
	_____	_____	_____
	(xhud)	(data)	(indirizz)

Għanijiet u Raġunijiet

L-Għan ta' dan l-Abbozz huwa sabiex jirregola l-kummerç ta' bejjiegha itineranti u biex jippreskrivi l-kundizzjonijiet għall-validità ta' kuntratti li jsiru minnhom, bil-għan li jipprovdu għal kontra l-qerq u l-fatt li ssir influwenza żejda fuq il-konsumatur biex jinxtraw ċerti oġġetti.

A BILL
entitled

AN ACT to regulate the activities of Door-to-Door Salesmen.

BE IT ENACTED by the President, by and with the advice and consent of the House of Representatives, in this present Parliament assembled, and by the authority of the same, as follows:—

1. This Act may be cited as the Door-to-Door Salesmen Act, 1986 and shall come into force on such date as the Minister responsible for trade may appoint by notice in the Gazette, and different dates may be so appointed for different provisions and different purposes of this Act.

Short title
and
commencement.

2. In this Act, unless the context otherwise requires:

Interpretation.

“business premises” means the permanent place of business at which a trader exercises his commercial or professional activity as well as stalls at fairs and markets;

“consumer” means a natural person who in transactions covered by this Act acts otherwise than in a commercial or professional capacity;

“director” means the Director of Trade;

“doorstep contract” means a contract between a consumer and a trader made through a door-to-door salesman, and includes a unilateral engagement by a consumer towards a trader, negotiations for which have been initiated away from business premises;

“door-to-door salesman” means a person who offers goods for sale in homes, whether the offer is unsolicited by the person to whom it is made, or is solicited by the latter person in response to any advertisement, but does not include vendors of foodstuffs and drinks who sell their goods from door-to-door;

“Minister” means the Minister responsible for trade;

“prescribe” means prescribed by regulations under this Act.

Application.

3. This Act shall not apply to —

(a) contracts which have been negotiated exclusively at the initiative of the consumer:

Provided that the ordering of catalogues, patterns, samples and similar items, a request by the consumer for a visit or demonstration, and participation in an event organised by the trader, shall not be considered as initiating negotiations;

(b) contracts which have been negotiated solely in writing;

(c) contracts which are concluded before a court, notary or other person who is under a duty to inform both contracting parties of their rights and obligations;

(d) contracts relating to immovable property or any rights thereto;

(e) contracts under which the overall price payable by the consumer does not exceed twenty Maltese liri:

Provided that where one or more contracts provide for a continuous supply and the whole value of the contract is or may be made to exceed twenty Maltese liri, such contract or contracts shall notwithstanding the value of each individual separate consignment be deemed to be a contract under which the overall price payable by the consumer exceeds twenty Maltese liri;

(f) contracts relating to the sale of such goods as the Minister may prescribe;

(g) contracts for the supply of services or works other than contracts for the provision of insurance.

Licence to act
as itinerant
salesman.

4. (1) No person may act as a door-to-door salesman unless he is in possession of a licence issued for the purpose by the Director. Such licence shall not exempt its holder from obtaining any other licence or permit required by or under any other law.

(2) The Director shall not issue such a licence except to a person who —

(i) is a Maltese citizen;

(ii) produces a certificate from the Commissioner of Police showing that he is of good conduct; and

(iii) has a place of trade at a permanent address which is open to the public at regular hours, or is employed by such person.

(3) A licence to act as a door-to-door salesman shall be personal and shall be valid up to the end of the calendar year in which it is issued, and may be renewed by the Director for further periods not exceeding one year each.

(4) The Director may charge for the issue or renewal of a licence such fees as the Minister may prescribe.

Penalty for
acting as an
itinerant
salesman
without a
licence.

5. (1) Any person who acts as a door-to-door salesman without a licence from the Director or who employs or otherwise conducts trade through a door-to-door salesman who is not in possession of a licence issued by the Director shall be guilty of an offence against this Act and shall be liable on conviction to a fine (*multa*) of not less than

one hundred Maltese liri bit not exceeding five hundred Maltese liri, or to imprisonment for a term of not more than six months, or to both such fine and imprisonment.

(2) Any doorstep contract concluded with or through a door-to-door salesman who does not hold a valid licence under this Act, shall be null:

Provided that such nullity shall not be pleaded by the door-to-door salesman or the person employing him or otherwise conducting trade through him.

6. (1) No doorstep contract made by or through a door-to-door salesman shall be valid unless it is concluded by a private writing which is confirmed as is provided in section 8 of this Act.

Sales to be concluded by private writing.

(2) One copy of the private writing shall be retained by the door-to-door salesman and another copy shall be retained by the consumer. A confirmation form shall be attached to the private writing retained by the consumer.

7. A private writing shall on pain of nullity contain —

Contents of private writing.

- (a) the date when and place where it is signed;
- (b) the name and address of the consumer;
- (c) the name of the door-to-door salesman and the number of his licence;
- (d) the permanent address of the place of trade of the door-to-door salesman or the person by whom he is employed;
- (e) a description of the goods sold;
- (f) the price for which the goods were sold, and the terms for payment;
- (g) the time stipulated for the delivery of the goods sold, which time shall in no case be later than sixty days from the receipt by the vendor of the confirmation of the private writing;
- (h) a clause that the private writing shall not be binding unless it is confirmed in accordance with section 8 of this Act;
- (i) the signature in the consumer's own hand; and
- (j) such other conditions as the Minister may from time to time prescribe in order to ensure a proper description of the goods and that no undue pressure is exerted on the consumer.

8. (1) A doorstep contract shall not be binding and conclusive unless and until it is confirmed as hereinafter provided.

Confirmation of doorstep contract.

(2) Confirmation of the doorstep contract shall be made by the delivery at the permanent address of the door-to-door salesman or his employer of a declaration signed by the consumer in the presence of two persons being over eighteen years of age who shall attest the declaration and who shall not be employees or dependants of the salesman or trader.

(3) The confirmation shall be in the form set out in Schedule I to this Act. The confirmation form shall be attached to the copy of

the private writing retained by the consumer, and if the consumer opts to confirm a doorstep contract he shall sign such form not earlier than fifteen days after the conclusion of the private writing, and the witnesses to the signature of the consumer shall write down the date of their signature in their own hand next to their signature.

(4) A trader shall not be bound by a private writing unless it is confirmed within one month of its signature or within such longer period as may be stipulated in the private writing.

Payment on
doorstep
contract price.

9. Except for a payment of a deposit not exceeding ten per centum of the price of the goods being the subject of the doorstep contract, which deposit shall not be payable before the doorstep contract is confirmed in accordance with section 8 of this Act, the door-to-door salesman or the trader on whose behalf the door-to-door salesman has concluded the doorstep contract, shall not require the consumer to pay any part of the price before the delivery of the goods, and where the goods are delivered in parts, no payment shall be demanded except as represents the price of the part delivered.

Right of
cancellation
after
confirmation.

10. (1) Where a doorstep contract has been confirmed in accordance with section 8 of this Act, the consumer shall not have a right to cancel the doorstep contract without just cause, unless such right is stipulated in the private writing.

(2) Where such right to the cancellation is not stipulated, the doorstep contract shall not be subject to cancellation except for a just cause.

Prohibited
clauses.

11. Any clause in the private writing which —

(a) requires the consumer to pay any form of compensation if he exercises his right not to confirm the doorstep contract, or

(b) provides that any dispute arising therefrom shall be settled otherwise than by the competent court in Malta,

shall be void.

Burden of proof.

12. In any dispute as to whether —

(a) a doorstep contract has been negotiated exclusively at the initiative of the consumer, or

(b) a doorstep contract has been negotiated solely in writing, or

(c) the provisions of this Act have been complied with in the conclusion and confirmation of the doorstep contract,

the burden of proof shall lie with the trader.

False
statement
by consumer.

13. Notwithstanding the provisions of this or any other law, the consumer shall not be barred from bringing an action or pleading a defence under this Act on the ground of a false or incorrect date of conclusion of the private writing or its confirmation, even where such falsity or incorrectness has been made by him or with his knowledge and consent.

Sales concluded
before the
coming into
force of
this Act.

14. (1) A contract of sale concluded before the coming into force of this Act, being a contract of sale to which the provisions of this Act are applicable, shall not be enforceable against the consumer unless there has been made the actual delivery of the goods sold and

the payment of the price of the sale, or if the benefit of payment by instalments has been granted to the consumer at least three such instalments of the purchase price have been paid:

Provided that the trader may in such cases recover any damages that he may have actually suffered by the non completion of the purchase by the consumer.

(2) When a consumer wishes to keep in effect a contract which in accordance with the provisions of subsection (1) of this section is not enforceable by the trader, he shall within one month from the coming into force of this Act confirm the same by signing and delivering to the trader a declaration confirming the contract, and thereupon such contract shall be enforceable by either party.

15. The Minister may make regulations for better putting into effect any of the provisions of this Act, and without prejudice to the generality of the foregoing may by such regulations prescribe:

Power to make regulations.

- (a) the fees to be paid for any licence under this Act;
- (b) the fees to be paid for any service that may be provided by the Director under this Act;
- (c) the form in which any contract or confirmation or any clause thereof shall be made, whether generally or in respect of any class of goods;
- (d) the form in which any licence shall be issued under this Act;
- (e) the means of identification of any door-to-door salesman licensed under this Act;
- (f) any other matter which may be prescribed under this Act.

SCHEDULE I

(Section 8)

Confirmation of Doorstep Contract

To _____
(Name and address of Trader)

I hereby declare that I am confirming the doorstep contract for the purchase of

(description of goods)

for the price of _____

payable _____

signed between _____
(Name of door-to-door salesman)

on behalf of _____
(Name of company)

and myself _____
(Name of consumer)

on _____
(date of doorstep contract)

I understand that I do not have a right to cancel the said contract without just cause, unless such right is expressly stated in the doorstep contract hereby confirmed.

Signed _____
(consumer) (date) (address)

(witness) (date) (address)

(witness) (date) (address)

Objects and Reasons

The Object of this Bill is to regulate the business of door-to-door salesmen and to prescribe conditions for the validity of contracts made by them for the purpose of providing safeguards against fraud and the exercise of undue pressure on the consumer to buy certain goods.