

“(9) Subject to subsection (6) of this section, nothing in this section prevents the grant of leave of absence to an officer under any other provision of this Act, or prejudices or affects her rights in respect of the granting of any such leave of absence.”.

Special provisions as to married women employed temporarily at commencement of Act.

**4**—(1) Subject to this section, where a married woman is being employed temporarily in an office and has been continuously employed in that office since the commencement of the period of six months ending on the commencement of this Act, then, in relation to the making of an appointment to that office, she shall be regarded as an officer for the purposes of section thirty-three and subsection (4) of section fifty-four A of the Principal Act.

(2) Except as otherwise expressly provided in this section, no married woman shall, pursuant to this section, be appointed to an office who could not have been so appointed if this section had not been enacted.

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## DOOR TO DOOR SALES.

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### No. 67 of 1967.

AN ACT to make provision with respect to certain kinds of agreements relating to the sale or bailment of goods on credit. [20 December 1967.]

**BE** it enacted by His Excellency the Governor of Tasmania, by and with the advice and consent of the Legislative Council and House of Assembly, in Parliament assembled, as follows:—

Short title.

**1** This Act may be cited as the *Door to Door Sales Act* 1967.

**2—(1)** In this Act, unless the contrary intention appears— Interpretation and application. Cf. No. 7091 (Vic.), s. 2.  
 “agreement to which this Act applies”, means an agreement for or with respect to the sale or bailment of any prescribed goods (whether alone or together with any other goods) that is made, or is deemed by virtue of subsection (2) of this section to have been made, elsewhere than at appropriate trade premises, but does not include an agreement under which—

(a) the whole of the purchase price, rent, or other consideration paid or provided, or required by the agreement to be paid or provided, by the buyer is paid or provided at or before the time at which the agreement is made; or

(b) the total amount of the purchase price, rent, or other consideration paid or provided, or required by the agreement to be paid or provided, by the buyer does not exceed forty dollars;

“appropriate trade premises”, in relation to an agreement, means premises at which the seller under the agreement normally carries on business or premises at which goods of the class or description to which the agreement relates, or goods of a similar class or description, are normally offered or exposed for sale or bailment in the course of a business carried on at those premises;

“buyer”, in relation to an agreement, means the person to whom goods are sold or bailed, or agreed to be sold or bailed, under the agreement, and includes a person to whom the first-mentioned person’s rights and liabilities under the agreement pass, or are assigned or transferred, by operation of law;

“dealer” means a person, not being the buyer under an agreement or the seller thereunder or his servant, by whom or on whose behalf a negotiation, transaction, or dealing leading to the making of the agreement with the seller is made, effected, or carried on, or by whom or on whose behalf the transaction leading to the making of the agreement with the seller is arranged;

“prescribed goods” means—

(a) books;

(b) jewellery;

(c) watches;

(d) saucepans; and

(e) such other classes or descriptions of goods as are declared by the regulations to be prescribed goods for the purposes of this Act;

“salesman” means a person who, as the servant of the seller under an agreement or as the servant of a dealer, makes, effects, or carries on a negotiation, transaction, or dealing leading to the making of the agreement, whether that person is remunerated by wages or salary or by fees or commission;

“seller”, in relation to an agreement, means the person by whom or on whose behalf goods are sold or bailed, or agreed to be sold or bailed, under the agreement, and includes a person to whom the first-mentioned person’s rights and liabilities pass, or are assigned or transferred, by operation of law.

(2) For the purposes of this Act—

- (a) where a negotiation, transaction, or dealing leading to the making of an agreement is made, effected, carried on, or takes place at a place other than appropriate trade premises, the agreement shall be deemed to have been made at that place; and
- (b) where an offer to make an agreement is made by a person, the agreement shall, subject to paragraph (a) of this subsection, be deemed to have been made at the time and place at which the offer to make the agreement was made.

(3) For the purposes of this Act, where, under or by virtue of two or more agreements, none of which by itself constitutes an agreement to which this Act applies, there is a transaction which is in substance or effect an agreement to which this Act applies, those agreements shall be treated as a single agreement to which this Act applies made when the last of those agreements was made.

(4) For the purposes of paragraph (b) of the definition of “agreement to which this Act applies” in subsection (1) of this section, where under the terms of an agreement for or with respect to the sale or bailment of any prescribed goods (whether alone or together with any other goods) the goods to which the agreement relates are to be delivered from time to time to, or to the order of, the buyer in volumes, series, sets, or numbers, the total sum payable by the buyer in respect of all the goods to which the agreement relates shall be treated as the amount of the purchase price, rent, or other consideration to be paid or provided by the buyer under the agreement.

(5) Nothing in this Act applies to or in relation to any agreement or offer that was signed by the buyer thereunder before the commencement of this Act.

**3**—(1) Nothing in section four or section six applies to or in relation to an agreement that is made at a place other than appropriate trade premises as the result of an unsolicited request made by the buyer to the seller or to a dealer, or to

the agent or servant of the seller or of a dealer, or to a salesman, to attend at that place to negotiate the particular transaction that resulted in the agreement.

(2) For the purposes of this Act, an agreement shall be treated as having been made as the result of such a request as is mentioned in subsection (1) of this section notwithstanding the dissemination by or on behalf of the seller, or of a dealer or salesman, of any advertisement, announcement, statement, circular, handbill, or other document or matter (whether by means of publication in a newspaper, distribution by hand or by post, or broadcasting or transmission from a broadcasting station or television station) addressed to the public at large and inviting persons—

- (a) to buy or hire any goods; or
- (b) to inspect any goods, or to make an inquiry with respect to any goods, with a view to the buying or hiring thereof.

(3) In any proceedings, the onus of proving that an agreement was made as the result of such a request as is mentioned in subsection (1) of this section lies on the seller.

**4—(1)** An agreement to which this Act applies that is, or is deemed by virtue of subsection (2) of section two to have been, made at a place other than appropriate trade premises is unenforceable by the seller unless—

Agreement  
to be in  
writing.  
Vic., s. 3.

- (a) the agreement, or the offer to make the agreement—
  - (i) is in writing and is signed by the buyer and by or on behalf of all other parties to the agreement or offer;
  - (ii) sets out all the terms of the agreement or offer; and
  - (iii) sets out legibly and prominently the total amount of the purchase price, rent, or other consideration to be paid or provided by the buyer under the agreement or offer;
- (b) a copy of the agreement or offer is given to the buyer at the time when it is signed by the buyer; and
- (c) a statement in writing in the form set out in the schedule, duly completed by or on behalf of the seller, is given to the buyer at the time when the agreement or offer is signed by the buyer.

(2) Where in relation to an agreement to which this Act applies there is a failure to comply with the provisions of paragraph (b) or paragraph (c) of subsection (1) of this section the seller under the agreement is guilty of an offence.

Penalty: Two hundred dollars.

Form of identification to be given to prospective buyer or bailee.

**5**—(1) No person shall, at a place other than appropriate trade premises, make, effect, or carry on a negotiation, transaction, or dealing leading to, or designed or intended to lead to, the making by another person (in this section referred to as “the prospective buyer”) of an agreement to which this Act applies unless, before making, effecting, or carrying on that negotiation, transaction, or dealing the first-mentioned person gives to the prospective buyer—

(a) a form of identification, in writing, specifying—

- (i) the full name, and full postal address of the place of business, of the seller; and
- (ii) if the first-mentioned person is a salesman or dealer, the full name, and full postal address of the place of business, of the salesman or dealer; and

(b) if the seller is a company, an authority in writing signed by a director of the company or, in the case of a foreign company within the meaning of the *Companies Act 1962*, signed by a director resident in the State or the agent of the company appointed pursuant to section three hundred and forty-six of that Act authorizing the salesman or dealer on behalf of the company to make, effect, or carry on a negotiation, transaction, or dealing leading to the making of the agreement.

(2) A person who contravenes or fails to comply with the provisions of subsection (1) of this section, or who gives to another person a form of identification or an authority referred to in that subsection that, by virtue of section eight, is deemed not to be in writing, is guilty of an offence against this Act.

Penalty: Five hundred dollars.

Right of buyer or bailee to terminate agreement.  
Vic., s. 4.

**6**—(1) An agreement to which this Act applies may be terminated by the buyer giving—

(a) to the seller; or

(b) where a form of identification under subsection (1) of section five has been given to the buyer by a salesman or dealer, to the salesman or dealer,

a notice in or to the effect of the notice contained in the appendix to the form set forth in the schedule.

(2) Notice under subsection (1) of this section may be given to the seller under an agreement to which this Act applies or, as the case may be, to a salesman or dealer—

(a) by delivering the notice personally to the seller, salesman, or dealer or to some person (being a servant of the seller, salesman, or dealer) apparently over the age of sixteen years at the place of business of the seller, salesman, or dealer (being the place of business the address of which is specified in the statement given to the buyer pursuant to paragraph (c) of sub-

section (1) of section four) within ten days after the day on which the agreement was signed by the buyer; or

- (b) by sending the notice to the seller, salesman, or dealer by means of the certified mail service addressed to him at his place of business (being the place of business the address of which is specified in the statement given to the buyer pursuant to paragraph (c) of subsection (1) of section four) within ten days after the day on which the agreement was signed by the buyer.

(3) Notwithstanding anything contained in section thirty of the *Acts Interpretation Act 1931*, where a notice under this section is sent to a seller, salesman, or dealer by means of the certified mail service, that notice shall be deemed to be given to the seller, salesman, or dealer within ten days after the day on which the agreement was signed by the buyer if the notice is posted within ten days after that day.

(4) If—

- (a) the buyer under an agreement to which this Act applies does not give to the seller, salesman, or dealer a notice under subsection (1) of this section within the time prescribed in subsection (2) of this section; and
- (b) at any time thereafter, proceedings arising out of, or relating in any way to the enforcement, interpretation, or operation of, the agreement are brought by or against the buyer,

the buyer is not entitled, in those proceedings, to allege that the agreement was not entered into as the result of such a request as is mentioned in subsection (1) of section three.

**7—(1)** Where a notice of termination is given pursuant to section six—

- (a) the agreement to which the notice relates shall be deemed to have been rescinded by mutual consent;
- (b) there shall be deemed to have been a total failure of consideration in respect of the agreement; and
- (c) the seller shall, within seven days after the receipt by him of the notice, repay to the buyer all moneys paid by the buyer under or with respect to the agreement and redeliver any goods or other property given to the seller or his agent or servant by the buyer pursuant to the agreement.

Effect of  
termination  
of agree-  
ment.  
Vic., s. 5.

(2) If the seller under an agreement in relation to which a notice of termination is given pursuant to section six fails to comply with the requirements of subsection (1) of this section in respect of the repayment by him of any moneys or

the redelivery by him of any goods or other property, he is guilty of an offence against this Act and (without prejudice to the right of the buyer to recover the moneys, goods, or other property by action in a court of competent jurisdiction) is liable to a penalty of four hundred dollars, together with a daily penalty of twenty dollars for each day during which his failure continues.

(3) Where a notice of termination of an agreement is given pursuant to section six, the buyer shall deliver up forthwith to the seller or his agent or servant, on demand being made by or on behalf of the seller, any goods delivered to the buyer pursuant to the agreement.

(4) A buyer who, after the receipt by him of any moneys paid, or goods or property re-delivered, to him by the seller pursuant to paragraph (c) of subsection (1) of this section, fails to deliver up any goods delivered to him pursuant to an agreement in relation to which a notice of termination is given pursuant to section six, on demand being made by or on behalf of the seller, is guilty of an offence against this Act and (without prejudice to the right of the seller to recover the goods by action in a court of competent jurisdiction) is liable to a penalty of four hundred dollars, together with a daily penalty of twenty dollars for each day during which his failure continues.

(5) If the buyer under an agreement in relation to which a notice of termination is given pursuant to section six fails to take reasonable care of any goods delivered to him pursuant to the agreement while the goods are in his custody he is liable to pay damages for the failure to the seller.

Provisions  
as to size of  
type in  
certain  
documents.  
Cf. No. 79 of  
1959, s. 47.

8—(1) A prescribed document or part thereof that—

- (a) is in handwriting that is not clear and legible;
- or
- (b) is printed in type of a size smaller than the type known as ten-point Times,

shall, for the purposes of this Act, be deemed not to be in writing.

(2) Subsection (1) of this section does not apply to or in relation to the signature of a person in or on a prescribed document or to a mark made in or on a prescribed document by a person in place of a signature, if that person is clearly identified by name in the document.

(3) In this section—

“prescribed document” means—

- (a) an agreement or offer or copy of an agreement or offer to which subsection (1) of section four relates;
- (b) a statement to which paragraph (c) of subsection (1) of section four relates; and

(c) a form of identification or an authority to which subsection (1) of section five relates;

“printed” includes typewritten, lithographed, or reproduced by any mechanical means.

**9**—(1) A provision, term, condition, or covenant in an agreement to which this Act applies that excludes, limits, modifies, or restricts, or purports to exclude, limit, modify, or restrict, the effect or operation of any of the provisions of this Act is void. Contracting out prohibited.

(2) If an agreement to which this Act applies contains such a provision, term, condition, or covenant as is referred to in subsection (1) of this section, the seller is guilty of an offence against this Act.

Penalty: One thousand dollars or six months' imprisonment.

**10** Where a body corporate is convicted of an offence against this Act by reason of a contravention by the body corporate of, or a failure by the body corporate to comply with, any of the provisions of this Act, each director or member of the board of directors or other governing authority of the body corporate, or in the case of a foreign company within the meaning of the *Companies Act 1962*, any director of the company resident in the State or the agent of the company appointed pursuant to section three hundred and forty-six of that Act, who authorized, directed, or consented to the contravention or failure shall be deemed to be guilty of that offence and is liable accordingly to the same penalty as the corporation. Offences by corporations.

**11** The Governor may make regulations under this Act. Regulations.

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## THE SCHEDULE.

(Sections 4 and 6.)

### STATEMENT REQUIRED TO BE GIVEN BY THE SELLER, SALESMAN, OR DEALER TO THE BUYER.

To [*here insert name and address of buyer*].

TAKE NOTICE that you are entitled to terminate the agreement made by you on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ to purchase (or hire) [*here insert concise description of goods*] by giving\* to \_\_\_\_\_ [*here insert full name of seller, salesman, or dealer, as the case requires*] notice in or to the effect of the form in the Appendix to this statement addressed to the following address: \_\_\_\_\_ [*here insert full postal address of place of business of seller, salesman, or dealer, as the case requires, and where a written authority has been given to the buyer pursuant to section five, also insert the full name and postal address of the person by whom the authority was signed*] at any time within ten days of the date on which the agreement was signed by you.

YOU ARE WARNED that you are not entitled to give an effective notice of termination of the agreement if the agreement was made as the result of an unsolicited request by you to the seller or to a dealer, or to the agent or servant of the seller or of a dealer, or



to a salesman, to attend at the place where the agreement was made for the purpose of negotiating the particular transaction that resulted in the agreement.

*APPENDIX.*

NOTICE OF TERMINATION.

To [*here insert name and address of seller, salesman, or dealer*].

TAKE NOTICE that I hereby terminate the agreement made by me to purchase (*or hire*) the above-mentioned goods and require you to repay forthwith all moneys paid by me under or with respect to that agreement and to deliver forthwith all goods or other property given to you by me pursuant to that agreement.

Dated this    day of    19       .

(Signed) †.....

INSTRUCTIONS.

\* The notice may be given by delivering it personally to the seller, salesman, or dealer, or to some person (being a servant of the seller, salesman, or dealer) apparently over the age of sixteen years at the address of the seller's, salesman's, or dealer's place of business (as specified in the statement set out above) within ten days of the date on which the agreement was signed or by properly addressing, pre-paying, and posting by certified mail a letter containing the notice to that address within ten days of the date on which the agreement was signed.

† To be signed by the buyer.

**LICENSING (No. 3).**

**No. 68 of 1967.**

AN ACT to amend the *Licensing Act 1932.*

[20 December 1967.]

BE it enacted by His Excellency the Governor of Tasmania, by and with the advice and consent of the Legislative Council and House of Assembly, in Parliament assembled, as follows:—

Short title  
and citation.

**1**—(1) This Act may be cited as the *Licensing Act (No. 3) 1967.*

(2) The *Licensing Act 1932*, as subsequently amended, is in this Act referred to as the Principal Act.

**2** Section ninety-eight of the Principal Act is repealed and the following section is substituted therefor:—

“ 98.—(1) No person shall—

- (a) bring into;
- (b) supply to any person in; or
- (c) have in his possession or under his control in, or in the vicinity of,

Liquor in  
or in the  
vicinity of,  
public halls.