



# Seniors guide

Consumer information for  
older Australians



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## *Acknowledgments*

Aged and Community Services Association of NSW	Home Purchase Assistance Authority
Aged Care Rights Service Inc	Housing Industry Association
Australian Direct Marketing Association	Law Society of NSW
Combined Pensioners and Superannuants Association of NSW	Legal Aid Commission of NSW
Council on the Ageing (NSW) Inc	Master Builders Association
Department of Ageing, Disability and Home Care	Nursing Home and Extended Care Association
Department of Infrastructure, Planning and Natural Resources	Public Trustee NSW
Guardianship Tribunal of NSW	Retirement Village Association NSW and ACT Inc
Health Care Complaints Commission	Retirement Village Residents' Association
	Seniors Information Service
	State and federal fair trading and consumer agencies

A full list of contact numbers for all organisations mentioned in this publication is at the end of this book.

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Government

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# 1. Home sweet home

## Where should I live?

Deciding where to live is an important step for older people. You may decide to stay in your present home or be thinking about some other alternatives such as residential park living, a retirement village or a strata unit. Explore these options fully before making any commitment.

### Staying put

If you decide to stay in your present home there are services available that can make your life easier by providing: domestic assistance, home maintenance and modification, transport, meals, personal care, community nursing, allied health care, in-home respite care, centre day respite care and social support.

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**Useful contacts:** Your local council, the Aged Care Assessment Team (ACAT) at your local hospital, Aged Care Australia, Home and Community Care, Home Care Service of NSW and Seniors Information Service (SIS).

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### Selling your house

If you are thinking of selling your house, it is essential to get the best possible price for your current property. It is also important to get advice from a solicitor or licensed conveyancer concerning the proposed sale. A contract containing disclosure documents must be held by the seller or seller's agent before the property is marketed and it must be available for potential buyers to examine.

It is important that the contract is carefully prepared and has full disclosure regarding matters listed in the Conveyancing (Sale of Land) Regulation and the *Home Building Act 1989*.

A house can be sold by a real estate agent or by the owner. You should be aware that selling your house can be a very time consuming exercise. However, using an agent can be a major expense so you need to choose wisely.

### Choosing an agent

If you decide to use an agent, make sure they are licensed by calling Fair Trading on 13 32 20, or visit [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) to check the agent's licence details online.

You will need an agent who will:

- expose your property to the largest number of potential buyers
- cultivate buyers' interest in your property
- provide good and accurate marketing advice
- have sound negotiating skills.

The agent should also have a strong presence in your area and an effective marketing strategy to sell your property.

### Agent's fees

There are no set fees for selling a property. They are open for negotiation. However, fees generally vary from 2.5% to 4% of the sale price.

A key issue in fee negotiations is the level and nature of the service being offered by the agent. What is the agent's marketing and promotional plan? For example, the number of open house inspections, the form and frequency of advertising, qualifications and experience of the individuals assigned to sell the property.

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**Useful contacts:** Real Estate Institute of NSW.

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### Agency contracts

Agency contracts are legal documents and therefore contain a lot of fine print. It is important that you understand what you are signing. You should take time to consider the contract and determine whether you wish to vary any of the contract's terms. If you are not sure what some of the clauses mean, it is best to get legal advice.

#### Consumer tip

Take time to read the contract including the fine print before signing it.

### Auctions

The main differences between auctions and private sales are:

- Buyers at auction must sign unconditional sales contracts – this contrasts with private sales where buyers may make the sale conditional on approval for finance or a satisfactory building inspection report.
- There is no cooling-off period when a property is bought at auction – this contrasts with private sales where legislation in NSW allows for a cooling-off period of 5 business days.

- Auctions may require an intensive and more costly marketing effort and usually require more advertising than private sales to ensure that buyers are aware of, and attend, the auction.
- Auctions are more likely to ensure that all interested parties are brought together – this can result in higher levels of competition and possibly higher prices.

### Consumer tip

There is no cooling-off period for properties bought at auction; unlike private sales which have a cooling-off period of 5 business days.

## Buying a house

If you don't want to stay in your current home or live in purpose-built retirement housing, it may be necessary to purchase another house.

Firstly, consider your finances. Allow for expenses such as bridging finance, stamp duty, legal and moving costs and check whether you're entitled to government assistance.

Once you have sorted out the money, you will need to find the right property. It pays to look at a number of properties and areas to compare value for money and features.

Have a detailed property inspection undertaken before exchanging contracts. A pre-purchase building inspection checks structural soundness, indicating visible defects and necessary repairs.

Pre-purchase building inspections are carried out by building consultants. You should check if they are currently licensed with the Office of Fair Trading.

A pest inspection should be done as part of the overall building inspection. A valuation will ensure you're paying a fair market price.

You can buy a house through private sale or at an auction.

### Consumer tip

Fair Trading produces *Buying a home* fact sheet. To obtain a free copy go to [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or telephone 13 32 20.

## Private sales

Most private sales are executed by real estate agents. All real estate agents are required to be licensed with the Office of Fair Trading. Licensed agents contribute to a fidelity fund which can reimburse people in certain circumstances.

On the date the contracts are exchanged, the deposit is usually paid. The amount is normally 10% of the purchase price but it can vary by agreement.

After the exchange of contracts, there is usually a cooling-off period of 5 business days to give you time to change your mind and cancel the contract. If you decide not to proceed during the cooling-off period, you will forfeit 0.25% of the purchase price to the seller. For example, on a \$300,000 property, you would forfeit \$750.

### Consumer tip

Contact the Home Purchase Advisory Service for a free copy of *Financing your home purchase* booklet. Telephone 1800 806 653 (free call).

## At auction

Most properties sold at auction have a reserve price that is the lowest amount the seller is prepared to accept for the property. The reserve price is not made available to the bidders. An auctioneer or agent is not bound to accept the highest bid if it is below the reserve price, or accept any bid after the fall of the hammer.

There are a number of steps to follow if you intend to buy property at auction:

- Have your finance formally approved by a lending body before attending the auction.
- Obtain a copy of the contract well in advance and have your solicitor check the terms and conditions.
- Get a Strata Records Inspection if purchasing a unit.
- Remember you're legally bound to purchase the property on exchange of contracts and there is no cooling-off period if the property is bought at auction.
- Remember your finance limit at all times when bidding. Do not bid above your limit.
- Remain calm and bid only FOR the property not AGAINST another bidder.

The vendor has a right to bid or employ someone to bid on their behalf, but only if the right to bid is notified in the conditions of sale. They can only reserve the right to make one bid. Often this 'vendor's bid' is made by the auctioneer to commence the bidding or to 'pass the property in' (stop the auction). The bid made on behalf of the vendor must be announced by the auctioneer.

You can have a friend bid for you or employ a Buyer's Agent, a real estate agent who only represents a buyer and charges a fee. It is important to advise in writing the maximum amount you want to bid to anyone who makes a bid on your behalf.

Before the auction commences you, or the person bidding on your behalf, must register with the agent conducting the auction. The bidder receives a numbered paddle and this must be displayed to the auctioneer each time a bid is made. To register, the bidder must provide sufficient documentation that identifies them and their current address. Allow sufficient time to register before the advertised start of the auction.

### *Conveyancing*

Conveyancing is the transfer of property ownership from the seller's name to the buyer's name.

Points to remember:

- A seller must have the 'Contract for Sale' prepared and available for inspection before offering a property for sale.
- Conveyancing can be carried out by a solicitor, a licensed conveyancer, or you can do it yourself.
- All solicitors carry professional indemnity insurance and contribute to a fidelity fund.
- Enquiries regarding solicitors' conveyancing charges can be answered by the Community Assistance Department, Law Society of NSW.
- Under the Conveyancers Licensing Act, all licensed conveyancers carry professional indemnity insurance and are covered by the Property Services Compensation Fund.
- 'Do it yourself conveyancing' can be carried out with the aid of a kit available from the Law Consumers Association or Australian Property Law.
- In addition to the cost of the kits, you will need to pay disbursements, for example, the fees charged by each government authority for searches or certificates.

### Consumer tip

Obtain *Do it yourself conveyancing* kit from Australian Property Law – telephone 1800 252 808.

For Fair Trading's *Conveyancing* fact sheet go to [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or telephone 13 32 20.

If you do your own conveyancing, all responsibility is your own if you make a mistake. There are potential pitfalls which a solicitor or conveyancer is less likely to fall into. The professional indemnity and fidelity cover is an important security for a purchaser to consider.

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**Useful contacts:** Home Purchase Advisory Service, LawAccess NSW, Land and Property Information NSW and Australian Institute of Conveyancers (NSW).

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### Buying a strata property

Are you thinking about buying or moving into a strata unit? People who have never previously lived in, or owned a strata property may find the rules something of a culture shock. It's important you are familiar with them before signing on the dotted line.

In addition to the legal issues, you need to consider any lifestyle restrictions that apply, for example, keeping pets, parking arrangements, noise, and even the washing and drying of laundry.

Fair Trading's free *Buying into a strata scheme* booklet examines the role of the owners corporation, the sharing of common property, the purposes for which the administrative and sinking funds must be applied, settling disputes within strata schemes and more.

To buy a strata property you need to follow the same procedures as you would to buy any other type of property. You should inspect the records of the strata scheme to make sure the current levies are adequate to properly maintain the building. Also, check if there are plans for repairs or renovations which may require an additional levy, which could be substantial and may be your responsibility to pay if you buy the unit.

### Consumer tip

Fair Trading has a free booklet *Buying into a strata scheme* which provides a basic guide to the rights and responsibilities of owners and explains the terminology involved. To obtain a free copy go to [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or telephone 13 32 20.

### Living in a strata scheme

Once you buy a strata property you become a member of the owners corporation and you are required to follow certain requirements set down by the law. The *Strata Schemes Management Act 1996* provides a system of financial management and decision making by defining the rights and responsibilities of the owners corporation.

These include the management of accounts, the holding of meetings and the responsibilities of the owners and occupants. For more information on living in a strata property, see our free booklet *Strata Living*.

### Solving your dispute in a strata scheme

Fair Trading can also assist people already living in a strata community who may have a dispute. We mediate on disputes such as those between neighbours on issues such as noise, gardening, parking, pets and repairs.

As a first step to resolve a dispute, Fair Trading offers the specialist mediation service for a small fee. If the dispute is not resolved at mediation, then an application may be made for an Order by the Strata Schemes Adjudicator.

You can also find help with disputes at Community Justice Centres which offer a free service.

For further information about the *Strata Schemes Management Act 1996* contact Fair Trading.

#### Consumer tip

For Fair Trading's *Strata living*, *Strata and community mediation* and *Strata and community disputes* publications go to [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or telephone 13 32 20.

### Buying or renting a caravan or relocatable home

Buying or renting a caravan or relocatable home may offer relatively inexpensive and low maintenance housing options. These dwellings are usually located in residential parks, which include caravan parks, manufactured home estates and established mobile home villages or relocatable home parks.

While the set-up costs may be low, care should be taken to examine the ongoing expenses likely to be incurred apart from rent. These include visitors' fees, electricity, gas, telephone and water usage.

Drawbacks of this type of living may include the lack of privacy, especially during holiday periods, and the high cost of relocating a mobile home or established caravan if you have to leave the park.

You are covered by the *Residential Parks Act 1998* immediately (subject to certain exemptions) if you sign an agreement to rent a site only or a site and dwelling. The Act does not apply if the park is not your principal place of residence or when you are renting a site or a home for holidays.

It may be possible to check out the park facilities and site for a trial period to see if the lifestyle suits you. You may rent a site for your caravan or campervan (without a rigid annex) or a dwelling of this type belonging to the park owner, for a holiday period of no more than 2 months. A rigid annex is an attachment to a moveable dwelling that is not made from canvas or some other flexible material.

During this holiday period, your agreement with the park owner is not covered by the *Residential Parks Act 1998*. If you continue to live in the park after 2 months, the Act will apply and you and the park owner must sign an agreement in the form required by the Act.

### Beginning the Agreement

There are two types of Agreements you should sign:

1. Residential Site Agreement if you rent:
  - a site for your caravan with a rigid annex or
  - a site for a manufactured home.
2. Moveable Dwelling Agreement if you rent:
  - a site for your caravan without a rigid annex or
  - a home and site from the park owner.

An Agreement consists of two parts, the 'Terms of the Agreement' and the 'Condition Report'. A fixed-term period is the set period of time that the park owner will allow you to stay on site or in a dwelling or both. It is a specified date. The length of the term may be weeks, months or years. After the fixed-term period has ended, the Agreement automatically becomes a Continuing Agreement. Your occupancy and the terms of the Agreement will continue until the arrangement comes to an end. Additional terms may be added to your Agreement as long as they:

- are placed in the correct part of the Agreement
- don't conflict with the standard terms

- don't conflict with the laws applying to residential parks or any other laws and both you and the park owner agree to the terms.

If you sign an Agreement for more than 3 years, the park owner must register it with the Department of Lands and you may have to pay the registration charges yourself. The front page of the Agreement should state clearly that the tenancy is for more than 3 years.

Before you sign the Agreement, the park owner must give you the following items:

- a copy of the proposed Agreement known as a Residential Site Agreement or a Moveable Dwelling Agreement, filled out by the park owner or manager, so you may read it and seek advice before signing
- a copy of Fair Trading's *Residential park living* booklet
- a copy of any park rules
- a list of all fees and charges (including entry costs) you will have to pay upon signing the Agreement
- the answers to a set of questions covering issues of day-to-day living in a residential park.

### Consumer tip

When you are planning to buy or rent a caravan or relocatable home there are two types of Agreements. Make sure you have the right kind before you sign.

### Money issues

Rents can't rise during the fixed-term period, unless allowed for in the Agreement. Otherwise, the rent increases can only start after the fixed-term period has ended. Sixty days written notice must be given by the park owner in either case. The notice must show the extra rent amount and the day you must begin to pay it. If you think the proposed rent increase is too high, you should negotiate with the park owner.

You can apply to the Consumer, Trader and Tenancy Tribunal (CTTT), Residential Parks Division if the increase exceeds the Consumer Price Index (CPI) for the relevant period, or if there has been a reduction in or withdrawal of facilities or services.

You must make the application to the CTTT within 30 days of receiving the rent increase notice. You will have to prove that the rent increase is too much.

### Ending the Agreement

If either you or the park owner breaks a term of the Agreement, both of you should try to resolve the matter through a discussion. If this doesn't work, it may be advisable to take the matter to the Park Liaison Committee. If this does not achieve a resolution, either party may make use of the provisions of the Act relating to breach of the Agreement. This may allow termination of the Agreement in certain circumstances, and may require an application to the CTTT, Residential Parks Division.

### Consumer tip

The park owner must give you a 60-day written notice for any rent increases.

### Park rules

Park rules are part of the Agreement. They are likely to relate to issues such as noise limits, motor vehicle speed limits, parking, garbage disposal, pets, playing games and other sporting activities and the maintenance standards of a resident's dwelling.

The park owner may change a park rule. However, they must give you and other residents a written notice of any proposed change to a park rule.

The change can take effect only if the following notice is given:

- 7 days written notice if the change to the park rule affects facilities such as a pool or tennis court
- 60 days written notice if the change affects any other park rules.

A park rule change may be disputed if any resident disagrees with the park rule change. An application must be made to CTTT within 30 days after receiving the notice. The CTTT hears and mediates disputes about changes to park rules.

### Consumer tip

New residential park laws commenced in 2006. For Fair Trading's *Residential park living* booklet go to [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or telephone 13 32 20.

### Moving into a retirement village

Living in a retirement village is another housing option, but think carefully before taking this step, as the lifestyle may be quite different to what you have been used to.

People have many reasons for moving to a retirement village, such as difficulty maintaining their present home, safety and security concerns, need of care and support or preferring to be in the company of people of a similar age.

Moving to a retirement village may take care of these concerns but there may be other options available, such as moving to a smaller home (eg. standard strata unit), living with family, or getting community care services in your home.

Before moving into a retirement village, think about the alternatives available and the costs involved.

#### Consumer tip

Moving to a retirement village is an investment decision as well as a lifestyle decision. Shop around, don't be hurried into a decision, compare the costs and read everything before you sign. Talk to village residents, find out what they like and don't like about living in the village, talk to family and friends, and seek expert advice if you are unclear about something.

### Choosing a village

When you have considered everything and have decided you are ready to make the move to retirement village living, shop around to see which one best meets your needs.

A few things you should consider:

- Where is the village located? Is it near friends and family? How handy is it to shops, services and public transport?
- Will there be adequate parking facilities for visitors?
- Will the village and the unit be easily accessible if in the future you need the use of a wheelchair or a walking aid?
- What options are available if you become too frail to live alone?
- Will community care services be available if you move into the retirement village?

- Can friends or family stay with you and, if so, for how long?
- Are pets allowed?
- How many vacant units are there in the village? What is the average time for the re-sale of the type of unit that you are interested in?
- How much will it cost you? Some of the costs you may face include entry costs, recurrent charges, extra fees for services, the cost of moving to a higher level of care within the village, departure fees and the cost of leaving the village. You may find that a unit which appears at first to be a bargain is quite expensive when all the costs are taken into account.
- What type of contract does the village offer? Is it loan and licence, leasehold, strata or rental or company title contractual arrangements? The type of contract will make a difference to your rights as a resident and the costs you may face (see *The legal structure* on page 8).
- Is there a residents committee to look after the interests of residents?
- If there is a village manager on-site, how long have they held the position?

Don't rush the selection process. Inspect a number of retirement villages in the area you wish to live. Take full advantage of each inspection. Ask a lot of questions. Talk to some of the residents in the village if you can.

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**Useful contacts:** Council on the Ageing (COTA NSW).

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#### Consumer tip

Fair Trading produces the *Retirement village living* brochure, which outlines NSW retirement village laws. For a free copy go to [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or telephone 13 32 20.

### *The legal structure*

When you buy into a retirement village, you may not necessarily own the unit you live in. The legal structure provides the basis for your occupancy of a unit.

There are five different types of contractual arrangements that are offered by retirement village operators:

- loan and licence
- leasehold
- strata
- rental
- company title.

#### **Loan and licence arrangements**

This scheme is offered by non-profit organisations where the church or charity retains ownership of the village. You pay an ingoing contribution in the form of an interest-free loan, part of which may be a donation. In exchange, you receive a licence to occupy a unit in the village and to share the village amenities.

The right to occupy ends when you die or leave the village and a monetary refund is made to you or your estate, within a fixed period.

The refund might be reduced by a departure fee and the village operator usually retains any capital gain when a new resident moves into the unit.

Generally loan/licence schemes are less expensive to enter than other types but may not have as many services or facilities.

#### **Leasehold arrangements**

This scheme is generally offered by private sector village operators under which the village operator retains ownership of the village. You pay an ingoing contribution in the form of a lease premium or prepaid rent. In exchange you receive a long-term lease on a unit and the right to share the use of the village amenities.

The lease ends when the resident dies or gives notice to surrender the lease. As an outgoing resident, you are entitled to a refund of the lease premium, less any departure fees and other charges. You and the operator may share any capital gain, and you often bear any capital loss.

#### **Strata schemes**

You own your unit under this scheme. The common areas may be owned by the owners corporation or the village operator. The owners corporation usually enters into a contract with the village operator, who provides services to residents.

You are entitled to the sale price when the unit is sold and the village operator may be entitled to a departure fee and a portion of the capital gain.

#### **Rental arrangements**

A small number of villages offer premises for rent to retired people with little or no assets. You sign a tenancy agreement and pay rent like other tenants in the general community.

There are no ingoing contributions to pay when you enter the village or fees and charges to pay when you leave. However, the agreement may contain a term excluding you from coverage of the retirement village laws. If this is the case, your agreement will be covered by the *Residential Tenancies Act 1987*.

#### **Company title schemes**

Under this system, the village property is owned by the village company which sells shares to prospective residents. Under the company's articles of association, residents who own shares may occupy a unit and use village facilities.

The Articles of Association usually specify how the village may be operated and the rights and obligations of residents and management. The company usually enters into an agreement with an operator to provide services to residents.

When the shares you own are sold, you are entitled to the sale price less any departure fee. The operator may be entitled to a portion of any capital gain.

#### **Consumer tip**

Disclosure statements given by retirement village operators contain vital information – read them carefully before entering into a contract. You have at least 14 days to read the contract before you sign it. Take all the documents to your solicitor. Make sure you understand all the terms and conditions.

### *Retirement village laws*

There are laws administered by the Office of Fair Trading which apply to all retirement villages in NSW.

The objects of the laws include:

- facilitating the disclosure of information to prospective residents of retirement villages
- setting out the rights and obligations of residents and operators of retirement villages
- ensuring contracts between residents and operators contain full details of the rights and obligations of the parties
- facilitating resident input, where desired by residents, into the management of retirement villages
- establishing appropriate mechanisms for the resolution of disputes between residents and operators of retirement villages.

Before you sign a village contract the operator must give you a disclosure statement. This includes details about the costs of moving into, living in and moving out of the village, a list of services and facilities available to residents and other important information.

Fair Trading's *Retirement village living* booklet contains useful information for prospective residents.

You should gather and compare information from a number of retirement villages in the area you wish to live. This will help you identify the best village to suit your needs.

#### **Consumer tip**

You have a cooling-off period of 7 business days from the time you sign the retirement village contract.

Ask to see a copy of any contracts you will be expected to sign and a copy of the village rules. Don't feel pressured into signing anything on the spot. Take these documents away and read them carefully.

It is also important to get independent legal advice before you sign a contract. Talk to your solicitor or contact the Community Assistance Department of the Law Society of NSW for referral to a solicitor who can help you understand a retirement village contract and the ramifications of various contract provisions.

There is a cooling-off period of 7 business days that starts from the day you sign a retirement village contract.

During this time, if you change your mind, you can rescind your contract by notifying the operator in writing. You cannot, however, use this right if you move into the premises within the 7-day period.

Once you become a resident of a retirement village you have certain rights to:

- privacy and quiet enjoyment of the premises
- hold meetings and elect a residents committee.

It is up to you to decide the level of involvement you wish to have in such matters.

Most disputes between residents and operators of retirement villages can be resolved in a quick and inexpensive manner through the Consumer, Trader and Tenancy Tribunal. Further information on your rights as a prospective resident or resident of a retirement village is available from any Fair Trading Centre.

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**Useful contacts:** Retirement Village Association, Retirement Villages Residents Association, Aged Care Rights Service (TARS), Aged and Community Services Association, LawAccess NSW, Seniors Information Service (SIS).

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#### **Consumer tip**

When you sign a Residential Tenancy Agreement, the landlord must give you a signed copy of the Agreement and Fair Trading's publication the *Renting guide*. It outlines the rights and responsibilities of both tenants and landlords.

### **Renting a house or unit**

If you decide to rent a house or unit, be aware of your rights and responsibilities as a tenant. Most tenants and landlords are covered by the *Residential Tenancies Act 1987*. The Act covers residential tenancies in NSW, including private rental and public housing.

If you sign a Residential Tenancy Agreement or lease, it is usually for a specified length of time, such as 6 or 12 months. The Agreement should state when, where and how the rent is to be paid. You should always get a receipt for any cash payments you make.

Make sure you understand your rights and obligations before you sign a lease because it is a legally binding contract. If you break the lease, you may be liable for expenses including advertising costs, re-letting fees, and even rent until a new tenant is found.

### Case Study - Renting

Seventy year-old John moved into a rented unit. When completing his inspection report he indicated to the agent that only one hotplate on the stove worked and the air conditioning was not working. The agent noted these on the condition report and agreed to have them fixed.

A couple of days later John noticed there were no smoke alarms fitted, but remembered reading somewhere about all rental properties needing to have them.

After living in the unit for 2 weeks he asked the real estate agent when the stove and air conditioner would be fixed. The agent said he would just have to wait and if John wanted the smoke detectors, he would need to put them in at his own expense. John was scared about saying anything else because he was afraid of being asked to leave.

A friend told John to ring the Office Fair Trading for help and advice. They told John to lodge an application with the CTTT to have repairs done and smoke alarms fitted.

Fair Trading helped John prepare for the hearing. Luckily, John had kept a copy of the condition report and a diary showing all the dates and times he had rung the agent. John was receiving a pension, so it didn't cost much to have his case heard and he won.

The agent was ordered to have the stove and air conditioner fixed within a certain time and was told that under the new laws effective from 1 May 2006, landlords are responsible for the installation of smoke alarms in rented premises.

### Moving in

Before or on the day you sign the lease, the landlord or agent must give you two copies of a Premises Condition Report. After you have taken it to your new home and checked if it is correct, you must sign both reports and return one copy to the landlord within 7 days. If something is missing, dirty or broken, make sure that you note it on the report before returning it. Always keep a copy of the report.

Usually you will be asked to pay a rental bond, which is equal to:

- 4 weeks rent for unfurnished premises
- 6 weeks rent for fully furnished premises with a rent of \$250 per week or less
- unlimited, for fully furnished premises with a rent of more than \$250 per week.

The rental bond must be lodged by the landlord or agent within 7 days of receipt with Fair Trading. Once you have handed over the keys at the end of your tenancy, providing there is no damage or rent owing on the property, the landlord should sign a 'Claim for Refund of Bond Money' form, agreeing to release your bond.

It's the landlord's responsibility to provide the premises in a 'reasonable' state of repair, having regard to the age of the premises, amount of rent the tenant is paying and prospective life of the premises.

As a tenant, you must keep the premises 'reasonably' clean, notify the landlord about any damage and leave the premises in a similar condition to when you moved in, with consideration of fair wear and tear.

### Consumer tip

Always keep a copy of the Premises Condition Report given to you by the landlord or agent.

### Locks and security

Landlords must make sure there are enough locks and other security devices to make the premises 'reasonably secure'. A landlord does not have to make the property so secure that the premises can never be broken into. The requirements of insurance companies are not the test of 'reasonable security'. It is merely another factor they take into account.

Should the landlord fail, within a reasonable time, to make the premises reasonably secure, you may apply to the Consumer, Trader and Tenancy Tribunal. It is then up to you to prove that the premises are not reasonably secure.

### Alterations

You must get the landlord's written permission to make any renovations, alterations or additions to the premises. This includes something as small as picture hooks, adding locks or having a telephone installed.

### *Repairs*

The landlord is responsible for carrying out repairs. Tell the landlord if repairs are needed, preferably in writing and keep a copy of the letter for your records. Allow a reasonable period of time for repairs to be done. If you caused the damage through your own negligence, then you will have to pay for the repairs.

Landlords are obliged to organise any urgent repair, as soon as reasonably possible, after having been notified by the tenant of the problem. If the repair is not urgent, the landlord must give 2 days notice before undertaking the repairs, unless you agree otherwise.

#### **Consumer tip**

If the landlord or agent cannot be contacted or does not carry out urgent repairs within a reasonable time, you can spend up to \$1,000 and be reimbursed within 14 days by the landlord. Always keep the receipts.

Urgent repairs include:

- a burst water service
- a blocked or broken toilet
- a serious roof leak
- a gas leak
- a dangerous electrical fault
- flooding or serious flood damage
- serious storm or fire damage
- failure or breakdown of the gas, electricity or water supply to the premises
- failure or breakdown of any essential service for hot water, cooking, heating or laundering
- any fault or damage that makes the premises unsafe or insecure.

For urgent repairs, the landlord or agent must be given a reasonable opportunity to arrange the work. If the landlord or agent cannot be contacted or does not carry out the urgent repairs, the tenant can spend up to \$1,000 on these repairs and be reimbursed by the landlord within 14 days. Any tradesperson named by the landlord in the Tenancy Agreement must be given the first opportunity to carry out the repairs. If there is no tradesperson named by the landlord in the Agreement, the repairs must be done by a licensed or qualified tradesperson. Once the repairs are done, write to the landlord explaining what steps you took for the repairs to

be carried out, the cost of the repairs, and provide copies of any receipts (keep copies of the documents for your records).

### *Renting problems*

Fair Trading provides a free information service to tenants, landlords and agents on their rights and responsibilities under the tenancy law, including information about applying to the Consumer, Trader and Tenancy Tribunal for a hearing.

The Tenants' Union gives information and advice to tenants and can tell you how to contact your local Tenants Advice and Advocacy Service (TAAS) for further help and assistance.

### *Consumer, Trader and Tenancy Tribunal (CTTT)*

The CTTT deals with disputes arising from Tenancy Agreements on residential properties, including caravan parks and manufactured-home estates. It is open to tenants, landlords and their agents. If the CTTT can't help the parties reach a mutual settlement, it may make a binding order.

Hearings are held at locations across NSW, usually within 28 days of lodging an application. An application fee applies. You may claim a concession if you receive a government pension.

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**Useful contacts:** Tenants Advice and Advocacy Services (TAAS), Older Persons Tenants Service (OPTS), Aged Care Rights Service (TARS), Tenants' Union of NSW, Combined Pensioners and Superannuants Association.

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### *Electrical safety*

You may live in an older-style home or unit that may have undetected electrical wiring faults. Safety switches can be mounted in your fuse box or can be installed to replace existing power points. Safety switches will instantly cut the power off if you touch a live wire. They can and will save your life! You should operate the test button regularly, monthly or when resetting clocks for daylight saving to see that the unit is working. Remember, any electrical work must be carried out by a licensed electrician.

### Smoke detectors

From 1 May 2006, all residential accommodation across NSW must have at least one working smoke alarm. This includes rental properties, owner occupied and temporary accommodation.

Smoke alarms save lives! When you are buying smoke detectors make sure that the Australian Design Standard is clearly displayed. For more information about the type, location and number of smoke alarms that are required to be fitted to the various classes of residential premises, contact Smoke Alarm Help Line or NSW Fire Brigades.

### Building or renovating your home

To ensure your home continues to meet your changing needs, you may consider some minor renovations or perhaps even some major building work. Knowing important information regarding contracts, deposits, insurance, and employing licensed builders and tradespeople will help you protect your home when building or renovating.

#### Quotes

First get some ideas from magazines, display centres and shops, so you are confident that you know what you want. When you're ready, get a quote from at least three builders or tradespeople and ask for references from jobs they have recently finished.

#### Consumer tip

Always get a licensed electrician to do any electrical work. You can check if a tradesperson is properly licensed at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or telephone 13 32 20.

### Licensed builders and tradespeople

For work that will cost over \$1,000 (labour and materials) all builders and tradespeople involved must be licensed by the Office of Fair Trading. Ask for their licence number(s), call Fair Trading or visit [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) to check if their licence(s) is valid and appropriate for the work you require.

### Case Study - Building

Mary's old tin roof was looking worn and needed repainting and minor defects fixed. So when a polite young man arrived at the door offering to do the job for her for half the cost, it really had her thinking. Her concerns that she couldn't really afford it and the inconvenience were all laid to rest by the persuasive young salesman.

He said that this was a once-only offer as they were only in the area a short time and if she left it, it would cost her much more, not to mention the improvement in appearance, the increased value to her property and possible damage to her house by leakage if she delayed the renovation. He even offered to drive her to her bank to get the money out.

When the job was completed in only a couple of hours, Mary started to get concerned. Her concern turned to dismay when during the next period of rain, the paint washed off the roof.

Mary contacted Fair Trading and found out that the roof restorer was an itinerant trader that had been causing problems throughout the area. In addition he wasn't licensed and virtually untraceable.

Remember, always check with Fair Trading the credentials and licence of any contractor and never be pressured into agreeing on the spot. Fair Trading advises for any work over \$1000 you must have a written contract, even if you pay cash. Obtain a few quotes, check tradespeople licences, experience, and avoid using people who subcontract out as you don't have the same control of the work they do.

### Contracts

If the work on your home will cost over \$1,000 (labour and materials), the builder or tradesperson must supply you with a written contract.

Before you sign a contract, the builder or tradesperson is required to give you Fair Trading's booklet *Consumer building guide*, which outlines in detail the issues discussed below.

You have the right to change the contract but you should seek legal advice before agreeing to or making changes. By law, changes must be in writing and signed by both parties.

Once you have signed a written contract, the builder or tradesperson must give you a copy of the contract within 5 business days.

There is a cooling-off period of 5 business days for contracts over \$12,000 (labour and materials) during which you can cancel the contract. The cooling-off period is available after you receive a copy of the signed contract, or become aware that you were entitled to a copy of the contract.

Fair Trading has two easy-to-read building contracts covering all types of home building work. These are:

- *Home building contract for work over \$25,000 and all residential swimming pools.*
- *Home building contract for work under \$25,000.*

You can download and print these contracts from the Fair Trading website for free.

### Consumer tip

You must have a written contract for any work over \$1,000. You have a cooling-off period of 5 business days for contracts over \$12,000. Before signing the contract obtain a copy of the Fair Trading's *Consumer building guide* from your builder or tradesperson.

### Insurance

Work over \$12,000 must have home warranty insurance. The contractor must give you, as the homeowner, a certificate of this insurance before taking any deposit or starting any work. Home warranty insurance covers you for loss from defective or incomplete work where the builder or tradesperson has disappeared, died or become insolvent.

Other relevant insurance includes builder all-risk insurance, public liability insurance and workers compensation. It's a good idea to check your builder or tradesperson has all these in place.

### Deposits

The contractor must not request more than a 5% deposit for contracts over \$20,000 or more than a 10% deposit for contracts worth \$20,000 or less.

### Progress payments

Progress payments can be set out in your contract. You should not pay more than what is set out in the contract

at each progress point. If progress payments are not provided for under the contract, you shouldn't pay anything before the job is completed.

### Dispute resolution

There is a simple and effective dispute resolution process that home owners are encouraged to follow. Talking about any problems that arise with your builder or tradesperson is the first step. Always write to them to confirm what was discussed and agreed and keep a copy for your records. If the problem remains unresolved, contact Fair Trading to find out your options.

### Unsolicited and shonky builders and tradespeople

Fair Trading is aware of, and constantly on the lookout for, itinerant and shonky traders that attempt to rip-off unsuspecting home owners. Home owners should be aware that these traders exist, ask the right questions and do not rush into anything.

Some traders advertise in suburban newspapers using a false name and licence number. They insist on verbal contracts only, demand deposits and even further substantial cash payments as work progresses. Suddenly they disappear, leaving the work unfinished. Often they are not contactable and are untraceable by authorities.

Others have been known to appear following severe storms looking to cash in on any damage caused around people's homes. These travelling con artists usually knock on doors of storm-damaged houses, seek upfront payment (often less than \$1,000 to avoid the need for a licence or contract) and only take about half an hour to do the job. The work is sloppy, incompetent, and sometimes incomplete, leaving the home owner in an even worse position.

Protect yourself and your home by following these steps:

- Be very wary about any tradesperson who turns up uninvited and offers to do work around the home.
- ALWAYS do a licence check on the builder or tradesperson by calling 13 32 20, or visiting [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au)
- If the person will not give a licence number, do not listen to them any further. Close the door and call Fair Trading or your local police.

### **Assistance with modifications and maintenance**

It is worthwhile checking if you qualify for assistance with modifications and maintenance to your home. This may involve changes to the bathroom, toilet or kitchen or the installation of ramps and rails.

The Department of Ageing, Disability and Home Care is responsible for the Home and Community Care (HACC) Program that funds home modifications and maintenance services to assist eligible persons with home modifications. They also provide assistance for maintenance work including plumbing, fixing gutters, hot water services, cleaning or redesigning your garden.

Respite care services are also provided by a number of different programs which give carers for frail older people time out from their care duties. Details of home modification or home maintenance services and respite care services can be obtained from Commonwealth Carelink Centres or from the Department of Ageing, Disability and Home Care.

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**Useful contacts:** Housing Industry Association (NSW), Financial Ombudsman Service (FOS), Master Builders Association (MBA), Home and Community Care Program (HACC).

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## 2. Out and about

### Buying a car

If you are thinking of buying a car, it is worth following a few simple steps to avoid potential problems.

#### Buying privately

Ensure that you check the paperwork. Ask the seller to show you:

- a current certificate of registration
- a safety check report (pink slip) that is not more than 42 days old
- proof that the person selling the car is the person nominated on the registration papers and the address on the registration is the seller's address.

#### Consumer tip

Do a REVS check before buying a car to check it has not been reported as stolen or has money owing. Telephone 13 32 20 or visit [www.revs.nsw.gov.au](http://www.revs.nsw.gov.au)

Remember to do a REVS check of the car before going ahead with the purchase. REVS staff can tell you over the phone or the internet if the car you're thinking of buying is carrying a debt (encumbrance), and could be repossessed. REVS can also inform you if the vehicle has been:

- reported to the Police as stolen
- deregistered due to outstanding fines
- recorded with the RTA by an insurer as a repairable or a non-repairable write-off, or
- is required for an RTA inspection.

Please note REVS does not guarantee Police or RTA information.

You'll need a few things before you can get a REVS check. Firstly, from the vehicle, get the Registration Number, Vehicle Identification Number (VIN) or Chassis Number, and the Engine Number. You can usually find the Engine Number on the engine block and the VIN on the compliance plate. Before you call for your REVS check, make sure that all the numbers you've obtained match the ones on the vehicle's registration papers.

Get the proof in writing. If REVS gives the vehicle the okay, you can request a search certificate over the phone which gives you legal protection against repossession due to a previous owner's unpaid debt. For a small fee you can also purchase a search certificate on the secure REVS website using your credit card. A REVS search certificate protects you provided you purchase the vehicle by midnight of the following day.

If there is an encumbrance listed, you should not purchase it until you are satisfied with the arrangements made by the current owner to repay the debt.

To check that the registration is still valid, call the RTA or the local Motor Registry. If the registration has been renewed in the last fortnight or thereabouts, it is advisable to confirm with the Compulsory Third Party (CTP green slip) insurer and the RTA that payment has been cleared (if paid by cheque). Be aware, you could be liable for the previous owner's outstanding payments if the cheque has been dishonoured. If you decide to buy the vehicle, ask for a receipt.

There is no statutory warranty when you purchase a vehicle from a private seller. It is your responsibility to check the vehicle thoroughly for any mechanical, exterior or interior damage or defects. A mechanical inspection by an independent mechanic or inspection service is a good idea.

#### Consumer tip

Shop around for car finance. You could save money on your loan if you compare the rates of banks, credit unions and finance companies.

### Buying from a licensed dealer

Shop for finance before you shop for a vehicle. You don't have to use the dealer's finance or insurance. Check out the rates offered by banks, credit unions and finance companies. You could end up saving a great deal of money. If you add your vehicle insurance to your loan, be aware that you will be paying interest on your insurance costs as well.

Used car dealers must put a vehicle description form on the windscreen of every used car. The form will show the dealer's name, the cash price and other details such as the engine number, odometer reading and warranty, if one is provided.

Second-hand vehicles purchased from licensed dealers may be covered by a 3-month or 5,000 km warranty, providing:

- the vehicle is not more than 10 years old and has not travelled more than 160,000 km
- the purchase price does not exceed the luxury car tax limit
- it is not a commercial vehicle.

### Signing a contract

If you sign anything, it is probably a contract, which is a legally enforceable document. Take the time to carefully read all documents and do not sign anything that is unclear or that you do not agree with. If you are unsure about anything it can be a good idea to take a copy of the contract away and get independent advice.

### Register the vehicle

You have to transfer registration of the vehicle to your name within 14 days of purchasing the vehicle. You can do this through your nearest RTA office. You will need to bring with you:

- the current certificate of registration
- your proof of purchase (such as a receipt)
- proof of your identity eg. your driver's licence
- money to pay for the stamp duty and transfer fee.

#### Consumer tip

The Office of Fair Trading produces the *Car buyers handbook*. To obtain a free copy go to [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or telephone 13 32 20.

### Car repairs

In order to keep your car in a roadworthy condition it will be necessary to have maintenance and repairs carried out. Repairers must be licensed and any work they do must be carried out with skill and care.

Before you decide on a repairer:

- check they are licensed
- get a quote in writing
- ask to be contacted if additional work needs to be done
- request an itemised account.

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**Useful contacts:** Roads and Traffic Authority (RTA), Register of Encumbered Vehicles (REVS).

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### Case Study - Buying a car

Linda had found the perfect car, or so she thought. The dealer talked to her about it and suggested that she put a deposit down on the vehicle and sign some papers to hold the vehicle. She signed the contract without reading the terms and conditions. This was a mistake.

Later that day she found a similar vehicle from another dealer which was over a thousand dollars cheaper and with all the accessories she wanted in her vehicle. Linda signed up straight away and took delivery of the vehicle.

Linda returned to the first dealer the next day and asked if she could cancel the contract. The dealer reluctantly agreed, however Linda was upset when he advised that she would forfeit her deposit. The dealer pointed out the term in the contract, which provided for a cancellation fee. Unfortunately, this was more than she had saved by purchasing the second vehicle.

Linda approached Fair Trading and a customer service officer went through the initial contract with her. Fair Trading found the contract was binding and Linda had learned a lesson she would never forget, always read the contract before you sign it.

## Shopping wisely

Shopping can be fun, but if you don't know your rights as a consumer, it can be a confusing and frustrating experience. Knowing your rights in the marketplace can help you save time, money and avoid problems and disputes.

### Warranties

**Statutory warranty** (also known as implied warranty) is the basic warranty you get for free when you buy any item. Statutory warranty requires the goods you buy, including those that are second-hand to:

- be and remain free of debt, charges or mortgages – have 'clear title', unless this debt is disclosed or known to you before you agree to buy the goods
- be of 'merchantable quality' – meet the basic level of quality and performance expected, considering their description, price and other relevant circumstances. Goods that have a fault should be labelled as seconds or damaged stock
- match any description or sample
- suit a particular purpose if you have made a specific purpose known to the seller and have relied on the seller's skill or judgement.

Any problems under statutory warranty are the seller's responsibility, so you should insist on dealing with them even if they tell you to deal with the manufacturer. If you have a problem refunding or exchanging an item and you have tried but failed to negotiate with the seller, contact Fair Trading for help and advice.

Goods bought at auction are **not** covered by statutory warranty. However, the seller is obliged to provide 'clear title' unless any debt, charge or mortgage is communicated or known to you before you agree to buy the goods.

**Voluntary warranty** (also known as express or manufacturer warranty) is sometimes given by retailers and manufacturers in addition to the basic statutory warranty. This warranty is usually in writing and may only be available in certain circumstances, for a limited time. A voluntary warranty cannot replace or restrict your basic statutory warranty. If a seller tells you about a voluntary warranty, they must follow through with it.

**Extended warranty** is an additional warranty that some retailers try and sell you which may or may not extend the voluntary warranty. Before purchasing an extended warranty, you should carefully check what parts or labour the warranty covers and whether the product needs regular maintenance or servicing for it to apply.

Some extended warranties may only replace the product or refund customers based on annual depreciation of the product. This means the product you get as a replacement may be inferior to the one you originally bought or you may be refunded less money than you originally paid. Check if an annual depreciation applies to the extended warranty before you buy it.

Some extended warranties start from the date you buy the item and not when the voluntary warranty ends. You should read the terms and conditions of the extended warranty carefully and assess whether it is worth the extra money before you buy it.

If you are entitled to a refund, you should:

- stop using the goods immediately
- take care of the goods
- return the goods or report the fault as soon as possible.

You may request a cash refund if you paid for the goods in cash. If you paid by credit card, the refund can be credited to your card. If you've used the goods you may be entitled to a part-refund only.

If you have problems securing a refund from a trader you should follow the process set out in Section 4 – If things go wrong.

#### Consumer tip

Always keep your receipts when purchasing goods. You may need them to prove your purchase if you are entitled to a refund.

### Refund, repair or exchange

You are entitled to ask the trader for a refund if the item you bought is:

- not of 'merchantable quality'
- not the same as the item described in advertising or by the salesperson
- not fit for the purpose you made known to the trader and you've relied on the trader's judgement.

You may prefer to negotiate a repair or exchange the item rather than take a refund. However, the trader does not have to provide a refund if you:

- were responsible for damaging the item by not following the instructions or misusing the product
- have changed your mind
- knew, or should have known, about a fault when you purchased the item
- are unable to prove where and when the item was purchased.

### Case Study - Shopping

David bought a washing machine from a discount whitegoods store. The machine only worked for a day then broke down so David called the store and they sent their repairer to fix it.

The machine worked for 2 more weeks and then broke again. The repairer returned and found the machine needed a new motor.

David was sick of the machine not working so he tried to negotiate with the store to return it and get his money back. They refused even though David kept his receipt as proof of purchase.

David then called Fair Trading and a customer service officer negotiated for the store to give David a replacement washing machine.

David received a replacement machine because the original washing machine was not of 'merchantable quality' – in other words the machine had a basic serious fault that David did not know about at the time of purchase.

### 'No refunds' signs

A sign in a store that says 'No refunds' is illegal as it misrepresents your rights if the product is, for example, faulty. Other examples of illegal signs are 'No refunds after 7 days' or 'We will exchange or repair or give credit notes but we do not refund'. However, a sign which states: 'No refund for incorrect choice' or 'No refund if you change your mind', is legal.

### Lay-bys

Lay-by involves leaving a deposit on an item and paying the balance in regular instalments. The store keeps the goods until all the money has been paid. The advantage of a lay-by is that credit charges are avoided.

You should get a written statement in the form of a sales docket (stamped) or a receipt outlining the terms and conditions of the lay-by agreement as determined by the trader.

This should give details of:

- the purchase price and deposit paid
- how often payments are to be made
- the outstanding balance
- how long the goods will be held
- any cancellation fees that may apply.

Should you wish to cancel a lay-by, you must notify the trader in writing unless cancellation is accepted by telephone or in person. Under fair trading laws, when a lay-by is cancelled, the supplier must refund to the consumer all money paid by the consumer under the lay-by, except the cancellation fee, which the retailer can keep.

The cancellation fee is either a set amount or a calculated amount, that is, a percentage of the purchase price.

The written statement/receipt will indicate what the cancellation fee will be. The Australian Retailers' Association (NSW) recommends an amount between \$25-\$30 per lay-by, but some traders may charge more or less. Retailers have the right to determine their own cancellation fee.

You are entitled to a full refund on a lay-by if:

- there is no written lay-by statement
- there is no cancellation fee on the lay-by statement
- the lay-by statement is misleading or deceptive
- the supplier breaches any term of the agreement
- the goods are not supplied when or as agreed.

The retailer can only cancel a lay-by and keep the cancellation charge if you break your lay-by agreement, which, in most cases, means missing payments. Even then, the supplier must warn you either in writing or by phone (if you accept this instead of in writing) and give you 7 days to fix the problem.

### Interest free deals

These deals allow you to buy major purchases on interest free credit for a specific period of time. Interest free deals are popular as you can take the goods home on the spot, after you sign up for the credit. However, these deals are not free. The contract you sign will usually require

you to pay fees and charges (such as an establishment fee and monthly account keeping fees) and a very high interest rate (up to 30%) after the interest free period ends. Interest free deals only work if you pay off the loan before the interest free period ends.

You may also receive a credit card as part of the deal. Be warned that anything else bought on the card will not be part of your original interest free deal and may attract a very high interest rate. If your deal requires you to make regular repayments, be aware that the minimum repayment amount suggested may not be enough to pay off the goods before the interest free period ends.

Do your own calculations and include the extra fees and charges to ensure you pay off the goods on time. Read and make sure you fully understand the terms and conditions before you sign up.

### Leasing or renting goods

Many stores allow you to lease or rent electrical appliances, computers and household goods as part of an in-store or door-to-door finance deal. It is often sold as a cheaper option but it may be a lot more expensive than other payment alternatives. You should not assume you will own the product at the end of the contract. Many renting deals require large additional payments to be made before you own the goods. Make sure you read and fully understand the terms and conditions of the leasing or renting agreement before you sign it. Take it away to read if you need more time to understand the terms and conditions. If you have signed a goods rental agreement and have concerns about it, contact Fair Trading.

### Unsafe products

Fair Trading ensures that consumer products sold in NSW meet acceptable safety standards.

Information about safety concerns is gathered from a large variety of sources. You can play your part by continuing to insist that standards are met, and reporting products to Fair Trading which cause an injury or appear to be unsafe.

Fair Trading has a responsibility to protect you from unsafe products and ensure that adequate information is provided. For more information on unsafe products, go to [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au)

### Flammable clothing

Deaths have occurred as a result of clothing catching fire on hot stove elements. When choosing clothing or sleepwear, tight-fitting products made with slow burning fabric like natural fibres are often the best choice.

Select everyday clothes carefully, especially for wearing while working around the kitchen stove or any other form of heat like a radiator. Ensure that clothing is gathered and does not drag across the stove element or radiator.

### Door-to-door sales and telemarketing

Under NSW law:

- sellers must not visit you between 8pm-9am, 7 days a week
- you have a 'cooling-off' period of 5 days during which you can choose to cancel the sale over \$100
- you can ask sellers to leave at any time and they must do so as soon as practicable
- you must get written information about your cancellation rights before the contract is made; telemarketers must give you the information over the phone and follow up in writing
- you do not need to pay the seller any money during the cooling-off period for services supplied during that period.

The Commonwealth Government has set minimum standards for unsolicited telemarketing and research calls which are shown in the table below.

#### Consumer tip

Door-to-door sales people and telemarketers are only allowed to call or visit you at certain times. For more information download Fair Trading's *Door-to-door sales and telemarketing* fact sheet at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au)

A telemarketer or research caller must not call or attempt to call you at the following times:

Days	Telemarketing calls	Research calls
Weekdays	before 9am or after 8pm	before 9am or after 8.30pm
Saturdays	before 9am or after 5pm	before 9am or after 5pm
Sundays	calls prohibited	before 9am or after 5pm
National public holidays	calls prohibited	calls prohibited

### *Do Not Call Register*

The Commonwealth Government has established a Do Not Call Register to enable customers to elect not to receive unsolicited telemarketing calls. For more information go to [www.donotcall.gov.au](http://www.donotcall.gov.au) or call 1300 792 958.

### *Unordered goods*

Delivering unordered goods is a passive method of selling where the seller takes the gamble that you might decide to keep and pay for the goods.

You are not obliged to buy the goods if you have not ordered them. If you don't want them, put them away safely and don't use them so that you can't be held responsible for any damage to them. After 3 months, if the sender has not taken them back, the goods become your legal property.

Alternatively, you may request in writing for the sender to pick up the goods, stating your name and address, the address where the goods may be collected, and a statement saying that the goods were delivered without being ordered.

If the goods are not collected by the sender within 1 month of you sending the letter, the goods become your property.

The only time you will have to pay for the goods is if you:

- unreasonably refuse access to the seller to reclaim the goods
- knew or should have reasonably known that the goods were not intended for you
- damage or dispose of the goods before the legal time limits noted above.

### **Telephone information services**

Phoning a telephone information service can be costly. Look at the telephone charges before you ring, they are often in small print. Many companies charge up to \$5 a minute and may keep you waiting on the telephone for a long time without providing any useful advice or information.

### **Direct marketing**

Shopping from the television, through the internet, or from a direct mail catalogue offers a convenient alternative to shopping in person. Most companies

operating in these environments are honest, but there are dishonest players around.

All traders are required to abide by consumer laws without exception. There are, however, limits to what the law can do when you purchase goods from all over the world. NSW laws can only offer limited consumer protection in a global shopping environment.

Most traders are reasonable and keen to see that their customers are satisfied. If contacting the trader direct doesn't work, call or visit your local Fair Trading Centre to find out your options.

### *It pays to be wary*

Advertisements and catalogues can make products appear better than they actually are and buyers have often complained the goods purchased by mail or the telephone are not what they expected.

You should consider the following:

- Does the business have a full street address with contact details?
- Is the price really lower than what a regular store would charge?
- What do the postage and packaging add to the price?
- Is it possible to return the goods and receive a refund?
- Is it possible to inspect the goods before buying them?
- Do the goods come with a warranty?

### *What is the 'Code of Practice' for direct marketing?*

The 'Code of Practice' for direct marketing is designed to maintain the integrity and honesty of the direct marketing industry. It is administered by the Australian Direct Marketing Association (ADMA). The membership of ADMA is voluntary and not all companies making direct marketing offers are members.

All ADMA members:

- must provide accurate information so that you know exactly what is being offered
- shall not make any false or misleading claims
- shall not use fictitious or misleading endorsements by other people
- shall not quote scientific data unless the claim can be proven
- shall provide a full street address where they can be contacted

- must provide a cooling-off period of 7 days for purchases of goods
- must respect your privacy.

### *Getting off the mailing list*

Most direct marketing contacts occur because consumers' names find their way onto lists. This can include magazine subscriptions, club membership and contests or sweepstakes.

To stop a particular company sending you unsolicited mail, write and ask them to remove you from their list. If you prefer not to have any personalised direct mail sent to you at all, contact the ADMA. They will add your name to a database of deletions that is distributed to their members on a regular basis.

### *Protect yourself!*

While they are not the norm, unscrupulous direct marketing companies do exist so it pays to be on your guard against fraud. If you have doubts about a direct marketing company follow these steps:

- Take your time making decisions and don't be forced into buying before you fully understand the offer.
- Talk over big purchases with someone you trust.
- Ask questions of telemarketers to clarify their identity and affiliations.
- Ask for written material about the offer.
- Check whether or not the company belongs to the ADMA. If it does, it should observe the ADMA Code of Practice.
- Never send cash to any operators; use either credit card or cheque.
- Beware of prize offers and overseas sweepstakes where your winning is conditional on making a purchase or payment.

### *Your rights*

Items bought through direct marketing are subject to the same laws as other consumer goods and services.

Merchants must honour any claims they make about their goods or services. When you place an order, you enter into a legally binding contract. This means that the company must send you what you ordered and you must pay for the goods. Goods must, as a minimum standard:

- be of 'merchantable quality', that is, meet the basic level of quality and performance

- match any description or sample
- suit the particular purpose for which they were described.

### *What if the goods are damaged or never arrive?*

If the goods never arrive, it is the trader's responsibility to trace them, replace them or give you a refund. By law, you are entitled to your money back because the contract was never completed. This can become a case of their word against yours if the trader can prove that they sent the goods.

If the goods are damaged in transit, the trader may be responsible. For a minimal fee, Australia Post offers insurance to cover damage to goods.

#### **Consumer tip**

The goods you buy must:

- be of 'merchantable quality'
- match any description or sample
- suit the particular purpose for which they were described.

### **Television shopping**

Shopping via the television is undoubtedly convenient, but there are a few things to take into consideration. Sales pitches by television presenters are often so convincing, it is easy to think you really need the product they're selling. Usually, items are described in great detail so you do get a good idea of what you're buying.

Be careful you don't end up buying items you don't need or can't afford. Unconditional refunds give you peace of mind and may be included in the sale but delivery and insurance charges are not refundable.

Many complaints to Fair Trading tend to be about delivery time lags and obtaining that promised refund.

### **Internet shopping**

The internet increases your shopping choices by letting you shop around the world without leaving home. But remember, all the sensible rules of shopping still apply, such as:

- know who you are dealing with
- compare prices
- make sure you know what you are getting for your money.

Things to consider when shopping on the internet:

- Always be wary of offers that appear too good to be true.
- Never deal with retailers who are evasive and won't give contact names and addresses.
- Always phone or email retailers directly and ask about the goods and services they provide when dealing with them for the first time.
- Check their refund, warranty and returns policy.
- Check the freight or delivery method and costs.
- Have a special credit card for online shopping with a low credit limit.
- Check if the site is secure before paying by credit card. Look for a key or closed padlock icon at the bottom of your web browser.
- Never give your personal bank details or password to anyone.
- Check currency exchange rates between countries, sales tax and import duties.
- Check the legality of importing goods from overseas with Australian Customs Services.
- Always monitor children's access, as some companies market directly to children.
- Don't forget to print out your order before you send it.
- Never participate in pyramid selling schemes (sometimes under the guise of network marketing, chain letters, 'get rich quick' schemes and home-based employment opportunities) – they are illegal.

### Consumer tip

Be cautious when shopping on the internet and never give your personal bank details or password.

If you find something you want to buy:

- use a search engine to find other shops and compare prices and conditions
- make comparisons with your local retail stores
- take into account any extra costs such as delivery, insurance, customs duty, sales tax, foreign exchange rates etc.

Remember, consumer protection laws in NSW may not apply to your purchase if you are dealing with a seller outside the state and can only offer limited consumer protection in a global shopping environment.

## Avoiding scams



There are many ways consumers of all ages can lose their money. In particular avoid 'pyramid' schemes and 'get rich quick' offers. They regard seniors as easy targets. That is why it is essential for all seniors to arm themselves with knowledge of their rights to avoid being ripped-off by con artists.

### Consumer tip

Be scam smart!  
Check ScamWatch [www.scamwatch.gov.au](http://www.scamwatch.gov.au) and the National Fraud Information Centre (USA) [www.fraud.org](http://www.fraud.org) for the latest scams to avoid.

## Pyramid schemes

Pyramid schemes come under different guises and names. Although they claim to supply a product or service, their purpose is to make money by recruiting people. Most participants never make money. Most lose all the money they paid to participate. Some have lost their life savings.

Promoting or participating in a pyramid selling scheme is prohibited under the *Fair Trading Act 1987 (NSW)*. You could be fined up to \$22,000, while a corporation faces a fine of up to \$110,000, if convicted. Aside from incurring these fines, you are likely to lose your money and possibly the friends you recruit into the scheme.

## What to look for

You are possibly dealing with an illegal pyramid scheme if the proposal offers you financial reward for recruiting people and:

- offers goods and services of little or doubtful value, that only serve to promote the scheme
- has no goods or services for sale
- requires you to purchase large quantities of goods (more than you need for yourself).

## How it is done

Promoters at the top of the pyramid profit from having people join their 'money-making' scheme. They pocket the fees and other payments made by those who join them.

In a typical pyramid scheme, a member pays to join and the only way for the member to ever recover any money is to convince other people to join up and to part with their money as well.

In contrast, people in legitimate multi-level marketing make money by selling genuine products to consumers, not from the recruiting process.

Be aware though, some pyramid scheme promoters disguise their true purpose by introducing some products, but making money out of recruitment is still their main aim.

The mere arithmetic of the schemes indicate that most participants will lose their money. For all participants to benefit there would have to be an infinite number of people joining. All schemes will eventually fail.

### How to protect yourself

Follow these steps before making any decisions:

- Say 'No', by saying, 'This offer sounds too good to be true. I will seek professional advice'.
- Refuse to commit to anything at high-pressure meetings or seminars. Take time to do your homework on the scheme. Think it over and seek professional or legal advice.
- Check that products are able to be returned if unsold. Refuse schemes that require you to purchase more inventory than you need.
- Check with ASIC and the ACCC to see if any action has been taken against the scheme.
- If you've determined that it's not a pyramid scheme that doesn't mean that it is necessarily a good opportunity for you. Do your homework, seek independent advice and make your decision based on the facts not on the promise.

### Overseas scams

There are a variety of overseas scams. These include overseas mailing and internet offers that offer bogus sweepstake prizes and windfall promotions, get rich quick schemes and overseas investment scams.

International markets are now more integrated and with international funds, investing abroad is easy. But it's also easy to be tricked into investing in shady schemes. It's estimated that over 100,000 Australians lost their money in fraudulent and illegal investments in the last 10 years.

### What to look for

You could be the target of a financial scam if you receive an unexpected telephone call that:

- is from an unidentified or unknown source, often overseas
- offers you above-average returns on your money, or
- encourages you to trade in foreign currency.

### How it is done

Cold callers rely on human curiosity and the lure of easy money to entrap their victims. They telephone you out of the blue. They often claim to be stockbrokers or portfolio managers, and play on your curiosity by offering high returns for your money. They generally offer share, mortgage or real estate 'investments', 'high-return' schemes, option trading or foreign currency trading. The scammers tend to operate from overseas as most of their activities are illegal in Australia.

### How to protect yourself

Follow these steps before making any decisions:

- Say 'No', by saying, 'I only deal with people I know' or 'This offer sounds too good to be true. I will seek professional advice'.
- Check ASIC's register of authorised financial representatives before you deal with unknown financial advisers online at [www.fido.asic.gov.au](http://www.fido.asic.gov.au)
- Always investigate money-making schemes very carefully before parting with your money. Take time to seek professional or legal advice.
- Ask the caller questions such as What is your Australian securities dealer's licence number? or What is your Australian Registered Body number (ARBN)? or What is the name of your company? Who owns your company? What is your address? If they're game enough to answer these questions, take the time to confirm their details with ASIC.
- Ask for published independent substantiation of projected earnings, current financial statements and prospectus. Ask for proof of testimonials of financial success.
- Don't be pressured into making a decision on the phone. Make your own decision in your own time after doing some research.
- Call Fair Trading for more information – be scam smart, beat the cheats.

### *Overseas mailing and internet offers*

Consumers in Australia are being hit with a barrage of bogus sweepstake, prize and windfall promotions, get rich-quick schemes and opportunities to purchase overpriced, sub-standard goods, which may never arrive.

#### **Consumer tip**

Be wary of any letter or invitation that tells you to take quick action or the offer will end. Take your time to consider the benefits of what's on offer.

#### **What to look for**

You are probably dealing with a scam if you receive:

- a brightly coloured envelope often with words like 'EXTREMELY URGENT', 'CONFIDENTIAL' or 'BY SPECIAL ENVOY' stamped on it
- a letter or invitation that urges you to participate or buy quickly otherwise the opportunity will be lost
- an invitation to participate in any type of lottery or sweepstake, with promoters often saying that the chances of winning are 'always greater' than with legitimate Australian lotteries
- a request for money before you can learn details of the scheme, often to be sent to a post office box number
- uninvited gifts or goods from any source
- a request to pay a fee to receive more 'benefits' from the same provider
- an offer from an unregistered lottery.

#### **How it is done**

Scammers send out amazing offers and 'gifts' of 'winning tickets' and 'prizes' in exchange for an administration or entry fee, small enough to entice people to join. Scammers know that a number of people will send them money, either lured by the promise of gains greater than the initial outlay (the 'What have I got to lose?' reaction) or because the victim is driven by a sense of obligation after receiving 'something-for-nothing.' In most cases, the victims of this type of scam pay money for something they never receive.

One of the many versions of overseas scams include consumers who have received a letter from the European Lottery Guild claiming that for a small outlay they could win over \$1 billion in a few weeks. As it turned out, all they got for their money was a number of European lottery tickets.

### **How to protect yourself**

Follow these steps before making any decisions:

- Say 'No' to unexpected prizes and gifts.
- Never give credit card or bank details to strangers.
- Don't write back. It only indicates you're interested and encourages more letters.
- If it is anything other than a registered Australian lottery or competition – destroy it!
- Contact the NSW Office of Fair Trading before responding to any offer.

### *False sales*

Competition in the retail industry is fierce, but traders must ensure honesty and accuracy aren't compromised in price-cutting wars. Traders often conduct sales to bolster their turnover and consumers reap the benefits. However, retailers must abide by the rules.

Their special offers must not mislead or deceive customers. If goods are offered for sale at a price lower than the usual price, then the trader must be able to prove the 'usual price'. This means the price normally charged for the item, not some inflated figure that gives the impression the savings are greater than they really are. To ensure you don't fall for this ploy, shop around and compare prices.

### *Bait advertising*

The law demands that advertisements must not be misleading or deceptive. One form of deceptive advertising is bait advertising where traders entice customers into their stores by advertising their goods at very low prices only to have a handful of the sale items in stock. When the advertised goods quickly sell out, customers are steered towards higher-priced stock or lower-quality goods.

This is deceptive and illegal. Retailers must ensure that reasonable supplies of the product are available during sales. It may be difficult for businesses to determine how much stock they need.

Acting in good faith, a business may misjudge demand and be faced with more customers than they have products. The law allows for this kind of situation, but requires the business to be able to demonstrate their good faith.

### Using your Seniors Card

When getting out and about, take advantage of benefits offered by a Seniors Card. You are eligible to apply for a Seniors Card if you are a NSW permanent resident aged 60 years or over, and are not working more than 20 hours a week in paid employment. There are currently over 1.1 million card members in NSW. You can receive discounts on goods and services ranging from accommodation, travel, clothing and electrical goods to garden supplies, computers and car hire.

NSW Seniors Card members are eligible for generous NSW public transport discounts and thousands of businesses participate in the scheme, which is administered by the Department of Ageing, Disability and Home Care (DADHC).

Application forms for Seniors Card are available from the NSW Seniors Card website, DADHC regional offices, offices of state MPs, ANZ bank branches, Government Access Centres, most NSW council offices, selected libraries or call Seniors Card. Keep up-to-date with new businesses, special offers and competitions by joining the Seniors Card e-newsletter list. Subscribe free on the Seniors Card website at [www.seniorcard.nsw.gov.au](http://www.seniorcard.nsw.gov.au)

### Travel

If you are thinking of taking a holiday, travel agents can be a useful source of advice on itineraries, passports, visas and packaged holidays for individuals or groups. It is important, however, that you shop around for the best deal.

You should deal with a licensed travel agent in order to claim compensation in the event of the travel agency's collapse. To check if the travel agent you are dealing with is licensed call Fair Trading.

It is always wise to take out travel insurance, which can cover you for the loss of a deposit or cancellation fees, medical expenses, personal liability, loss or theft of baggage and travel documents. However, shop around as not all insurers offer the same conditions.

### Travel Compensation Fund

The Travel Compensation Fund (TCF) monitors the financial viability of all licensed travel agents in Australia except those in the Northern Territory. All travel agents in the other states including the Australian Capital Territory are required to participate in the TCF.

The TCF compensates people who have suffered financial loss due to travel agents not passing over monies received for transport or accommodation to the respective airlines or hotels. It does not compensate for loss in respect to amounts of money paid directly to airlines and hotels for travel and accommodation.

### Deposits, cancellations and pre-payments

If you leave a deposit with a travel agent, you should check whether it is refundable, or if a percentage may be kept to cover the agent's costs. Remember, a deposit does not mean the price of the trip is fixed. If prices increase, you may be required to pay the increase.

## 3. Managing your future

### Your finances

Deciding on how to get the most out of your redundancy package, inheritance or superannuation isn't easy. If you are thinking of investing, a financial adviser can be a valuable source of advice and assistance. However, with so many organisations offering a large number of financial planning services, it makes sense to choose carefully.

You should ask friends, colleagues or your accountant for recommendations, and choose two or three advisers for comparison. Check their credentials carefully – 'dodgy' advisers will be cagey about their background and experience. An adviser should be appropriately licensed and be a member of the Financial Planning Association.

#### Consumer tip

ASIC has a free booklet *Getting advice* which has information on financial advice, choosing an advisor, working with the advisor, fees and commissions, assessing the service, superannuation and investment.  
Telephone 1300 300 630 or visit [www.fido.asic.gov.au](http://www.fido.asic.gov.au)

### Basic bank accounts

Some banks have basic low cost bank accounts specifically designed for pensioners and people over a certain age (eg. 55 or 60). Check with your bank for more information or contact the Australian Bankers' Association. They have a range of free publications and fact sheets on low cost banking, managing your money, retirement and more.

#### Consumer tip

The National Information Centre on Retirement Investments (NICRI) provides free and up-to-date information on retirement or investments.  
Telephone 1800 020 110 or visit [www.nicri.org.au](http://www.nicri.org.au)

### Internet banking

The internet has transformed the way we do our banking. You can pay bills, transfer money between accounts, check your account balance any time, anywhere. It is easy and convenient.

Some tips to remember:

- Never store your logon and password together on your computer or in your e-mail account.
- If you accidentally enter the wrong password or logon, a message saying 'invalid logon' will appear. If this happens three times, you will be locked out and unable to access your account. To regain access, call the bank.
- Some banks may charge fees. To find out what they are, type 'online banking fees' into the search function at the bank's website.
- Always remember to log off when you finish using online banking.
- Be careful about transferring funds to another person's account. If you enter the wrong information and submit, you will not be able to retrieve the funds.
- Always print or write down the lodgement and receipt number of completed online transactions.

### Debit cards

Many financial institutions now provide cards which feature a debit facility. You can use the card at the point of purchase anywhere that accepts credit cards, including telephone and internet purchasing transactions, but unlike using a credit card, the purchase amount is directly debited from existing funds within the savings account. This feature has some benefits:

- convenience
- no transaction fees
- no need to carry large amounts of cash
- less number of ATM transactions you make
- using your own money and reducing the chances of paying interest charges you might incur by using a credit card.

Talk to your financial institution to see whether this is a good option for you.

### Direct debit authorities

A direct debit authority is an agreement allowing periodic payments to be directly debited from your savings account or charged to your credit card. Many people find them a convenient way to pay for things such as insurance premiums, E-Tag accounts, electricity and gas bills, and council rates.

You should read the agreement carefully before entering into a direct debit authority. You should be aware that if you don't have enough funds to meet the payment you may be charged a fee. It is wise to monitor the payments being deducted from your account or charged to your credit card, and be prompt to cancel the authority when you no longer need the service. Be aware also that while cancelling an agreement with your bank to have payments debited from your account should be straightforward, you may experience problems when seeking cancellation of credit card charges. This is because the bank may need the agreement of the supplier of the goods or service.

The Australian Securities and Investments Commission produces some helpful information on direct debit authorities and while it can be a convenient payment method, it is worthwhile to take the time to investigate all the terms and conditions.

### Consumer tip

Fair Trading can negotiate with your credit provider on your behalf if you are having financial problems.

## Credit

If you borrow money for any personal, domestic or household use and you have to pay back more than you borrowed, you are being provided with credit. The credit provider, such as a bank, credit union or finance company, must provide you with a Pre-contractual Statement before you sign a contract, or in the case of credit cards, before you use the card.

This statement sets out in plain English the interest rate and all fees and charges. You will also be provided with a contract containing the terms and conditions of your credit arrangement. You should read this carefully.

### *Problems making payments*

If you run into difficulties in making repayments due to temporary hardship such as illness, you should get in touch with your credit provider quickly.

It may be possible for you to agree on an arrangement such as extending the term of the loan and reducing the amount of each payment, or to defer payments for a period of time. If you are unable to reach an agreement, contact Fair Trading who can negotiate with the credit provider on your behalf. Alternatively, you may lodge an application with the CTTT. Advice can also be obtained

from the Credit and Debt Help Line who provide a counselling service.

You can view or download fact sheets on issues related to credit from the Fair Trading website.

### Case Study - Credit

Kelly had a credit card just for emergencies and she never bought anything on the spur of the moment. Kelly's limit was \$2,000 and she had been paying the minimum payment per month because she wanted to pay it off in full. She hadn't used it for so long and thought that with her monthly payments she would have paid it off by now. Kelly didn't realise the interest rate was 18.5%.

Kelly rang the Credit and Debt Help Line who explained to her that even though she had not bought anything on her card recently it would take her about 7 years to pay off the card because she was only paying the minimum monthly payment.

This was because of the interest she was paying which was \$820. Once Kelly realised this, she started making more payments on the card so that it wouldn't take so long to pay off and she would pay less interest.

### *Credit cards*

Increasingly, seniors are getting caught up in credit card traps. Moving from work to retirement age usually means a drop in regular income. It makes sense to lower your existing credit card limit at this stage. Some irresponsible lenders continue to offer credit limit increases to their customers without checking if they have had experienced a change in income. Just because a bank offers you an increase doesn't mean you can necessarily afford it. It is important to assess your own needs and financial circumstances and to consider whether you can comfortably repay more debt.

### Consumer tip

If you are in debt and have difficulty making repayments contact Fair Trading or the Credit and Debt Help Line on 1800 808 488 for advice and assistance.

Some unscrupulous lenders may assess your ability to repay the debt from sale of your assets rather than from the income you receive. Some seniors have been forced to sell their house to cover as little as a \$10,000 credit

card bill. If you are in this situation, contact Fair Trading or ring the Credit and Debt Help Line.

### *Reverse mortgages*

Borrowing against the value of your house may be a suitable option for some seniors who are asset-rich but cash poor. However, it is not for everyone. There are some serious risks involved, such as a decline in the property market which may leave borrowers with less value in their property than they had anticipated at the time of taking out the loan. Other forms of borrowing may be more beneficial in the long run. Borrowers should seek independent advice from a qualified legal practitioner and a licensed financial advisor. For more information, contact The Australian Securities and Investments Commission (ASIC) or the Senior Australians Equity Release Association of Lenders (SEQUAL).

#### **Consumer tip**

Be aware that a reverse mortgage may leave borrowers with less value in their home than they had anticipated at the start of the loan.

### *Going guarantor*

You may be asked to 'go guarantor' for a relative or a friend. People have signed as a guarantor believing it was just a formality to help the borrower get credit or vouch for their good character, or witness their signature. Becoming a guarantor to a loan means you are guaranteeing to repay the loan to the lender if the borrower fails to make repayments. This could result in you losing your home, savings and other assets. Guarantors must be given a copy of the loan contract and a document explaining their rights and liabilities before signing as a guarantor. If the borrower cannot be found, is bankrupt or a Court has given the credit provider permission, legal action can be taken directly against the guarantor. As a guarantor you have similar rights and protection to the original borrower.

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**Useful contacts:** Financial Planning Association, Financial Ombudsman Service (FOS), Consumer Credit Code.

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### **Starting a small business**

If you are retired or are thinking of retiring, you may have thought about setting up a small business. It might be a consultancy business, using professional skills you have developed over the years or a retail outlet that reflects a

hobby or a special interest. Starting a business is risky. Around 80% of small businesses fail in their first 5 years of operation because the owners haven't done their homework. For more information or to obtain a free copy of the *Good business matters* booklet contact Fair Trading.

#### **Case Study - Going guarantor**

Jean retired 3 years ago and was enjoying her 'golden years'. She and her husband worked hard all their lives to bring up their children, pay-off the house and finally go on a round-the-world trip.

Unfortunately, Jean's husband passed away. One day her son James asked Jean to be a guarantor for his home loan as the credit provider would not grant the loan unless it was guaranteed. James wanted to buy a house for his wife and children after renting for many years.

Jean thought about it and finally agreed. Being his mother, she thought she had a duty to help him out where she could. She and her husband had helped James in the past and he had always paid them back. Jean couldn't see any harm in this now.

She went to the bank with James where the bank manager explained what it meant to go guarantor. Jean signed a guarantee and was happy to be a guarantor for her son's home loan.

In the next few years interest rates increased and James and his wife had another child. His wife wasn't working and they were unable to keep up with the loan repayments. He re-negotiated the loan with the bank but within a few months was behind with the loan re-payments. The bank asked Jean to make the repayments for James but she could not afford them on her retirement income.

The bank then obtained a court judgement against James and Jean. James could not pay the money owed, so the bank obtained orders to sell his home. As prices had fallen, the money from the sale of James' home was not enough to repay all of the debt owed to the bank.

Jean could not afford to pay the remaining amount of the debt. The bank then obtained orders to sell Jean's home.

Fair Trading advises all prospective guarantors to think carefully and see an independent financial adviser before going guarantor.

## Seeking healthcare

If you are the holder of a pensioner card you are entitled to discounted medical care. However, you may consider taking out private health insurance. There are both advantages and disadvantages to private health care.

Advantages include the choice of your doctor in hospital and the possibility of prompt access to hospital for elective surgery (elective surgery is surgery for a condition that is not life threatening).

However, private health cover funds can refuse benefits during the first 12 months of taking out cover where medical evidence indicates that you could have foreseen the need for treatment of the condition at the time of joining the health insurance fund (commonly referred to as a pre-existing condition). Certain waiting periods can also apply if you were previously uninsured or your level of cover is increased.

Take the time to shop around, as some savings can be made and levels of service differ. Always read the conditions and small print.

## Health complaints

Medicare Australia performs and provides all the services that were performed by the Health Insurance Commission (HIC). If you are having difficulty getting a health service, or wish to make a complaint regarding the health system, the Health Care Complaints Commission (HCCC) has been set up to give people a chance to effectively make a complaint. It is a good idea, however, before complaining to the HCCC to discuss the complaint first with the hospital, health service provider or with one of the HCCC's Patient Support Officers who can provide advice or help resolve complaints locally. Of course, if the health service provider does not respond to a complaint, or the person making the complaint is not satisfied with their actions, they should contact the HCCC.

## Family and friends

### Power of attorney

One day, you may reach a stage of your life where it would be easier for you to have another person to help deal with your assets and financial affairs. A power of attorney is a legal document that gives another person or organisation the authority to act for you while you are still alive.

There are two types of power of attorney:

- 'Active' – where you direct the attorney to act immediately for you in accordance with your instructions.
- 'Enduring' – continues to operate even if you later become unable to make legal and financial decisions due to disability or illness. Since February 2004, the Guardianship Tribunal has had the power to review the making or operation and effect of an enduring power of attorney regardless of when it was made.

You can also sign a power of attorney which remains dormant and is activated only if required.

### *Why do I need a power of attorney?*

Appointing an attorney can safeguard your interests. You may be able to look after your interests now but this may not be so in the future. For example, you may be injured, suffer ill health or become too old to look after your financial affairs. You may suffer what is called loss of legal capacity to deal with your affairs through unsoundness of mind. Alternatively you may simply want someone else to take responsibility for your financial affairs.

#### **Consumer tip**

For information on engaging an attorney contact the Public Trustee NSW for their brochure *Guide to attorney services*. Telephone 1300 364 103.

### *What are the duties of an attorney?*

A power of attorney gives your attorney the power to take care of your legal and financial matters in accordance with your instructions. This may mean collecting and recording all your income, dealing with real estate,

keeping all outgoings paid and collecting rents. They can also take care of all your other accounts and bills as required. This includes the preparation and lodgement of your tax returns.

### *How much will it cost?*

If you use a trustee company as your attorney, a management fee may be charged when the power of attorney is activated. This varies according to the degree of asset management required. As an example, Public Trustee NSW charges a fee depending on the value of the investment assets to be managed, but also pays interest on income and funds held.

## Enduring guardianship

Enduring guardianship allows you, in advance and while capable, to appoint a guardian to make personal or lifestyle decisions on your behalf if you lose the capacity to make your own decisions.

It is similar to an enduring power of attorney, which appoints someone to manage your financial affairs. You choose who you want to be your enduring guardian to make specific decisions, such as where you should live and what medical and dental treatment you should receive. The enduring guardianship appointment only operates if you lose the capacity to make your own decisions.

You can appoint an enduring guardian by completing a form in the presence of a solicitor or a chamber magistrate. Appointing an enduring guardian does not involve the Guardianship Tribunal. However, the Tribunal can hold a hearing to review an appointment of an enduring guardian if it is felt that the appointment is not operating in the best interests of the person.

An enduring guardianship information sheet and form are available from the Guardianship Tribunal or from their website. Information is also available from the Benevolent Society.

### *The Guardianship Tribunal*

The Guardianship Tribunal is a legal body with the power to consider applications, conduct hearings and make orders appointing substitute decision-makers for people 16 years and over who have a decision-making disability.

The Tribunal has a range of publications, detailed information about its role, functions and application forms which can also be found at [www.gt.nsw.gov.au](http://www.gt.nsw.gov.au)

## Preparing a will

Preparing a will is a good move for us all. It allows you to clearly set out your wishes for the distribution of your assets after your death. Specific legal formalities have to be followed for the will to be valid.

There is no charge to make or update your will with the Public Trustee NSW as executor. Fees are payable on estate administration only. Trustee corporations generally charge a fee for preparing or updating a will. Fees also apply on estate administration. The Law Society of NSW offers the Solicitor Referral Service to assist you finding your local solicitor or an accredited specialist in wills and estates.

If you should die without a will, that is intestate, your estate will be divided according to a government formula. In other words, if you don't have a will, you don't have a say. The formula may not suit your wishes and the process may cause hardships, delays and more expense.

If you have no living relatives closer than uncles and aunts, without a will your estate will be paid to the State Government.

### Consumer tip

Make sure your will is current. The Public Trustee NSW, a trustee corporation or a solicitor can prepare or update a will for you. You can also purchase a *DIY Will Kit* from any Australia Post Office. However, the DIY wills can sometimes result in difficulties, delays and unnecessary expenses with your estate. If you do make a DIY will, consider having it checked by a lawyer who does low-cost will reviews. The Public Trustee NSW produces *A Guide for Wills and Wills and Appointing an Executor* brochures. To obtain a free copy go to [www.pt.nsw.gov.au](http://www.pt.nsw.gov.au) or telephone 1300 364 103.

### *Who should make a will?*

It is recommended all people over the age of 18 years make out a will. It is particularly important to make a will after marriage or divorce, or if you are living in a de facto relationship.

### *What should I think about before I make my will?*

Think about who you want to be named in your will as a beneficiary. If there is more than one beneficiary, you will need to think about which assets or proportion of assets each should receive. You should give thought to the age at which minors are to receive their share. You should also think about the appointment of an appropriate executor to ensure that the will is carried out according to your wishes.

Put the will where it can be located, for instance with your other private papers, or you can place it with your solicitor or accountant. Some people like to make a copy of their will to be handed in a sealed envelope to their executor for safekeeping.

### *What is an executor?*

An executor is the party named in the will as being responsible for the administration of the estate until the final distribution of assets is made to the beneficiaries.

Duties of an executor include locating the will, lodging returns, advising beneficiaries, collecting assets, keeping proper records, paying debts and distributing the assets according to the will.

Being an executor can be a demanding job. While many people appoint a relative or close friend as executor, Public Trustee NSW and trustee corporations are professional executors that can relieve people of this difficult task.

### *Can I change my will?*

You can change your will as often as you wish. It is advisable to review it at least every 5 years and whenever your circumstances change.

### *Does the Government get any of my money?*

As long as you die leaving a valid will with beneficiaries that can be found, the government is not entitled to receive any of your estate.

### *Things to discuss with your partner*

Many people find it difficult to talk about death. However, discussing where your partner's will is kept and general financial issues, is wise. It may save time and unnecessary distress by knowing the answers to the following:

- Does your partner have a will?
- Is this will current?
- Has this will been revised to cover your own marriage and the marriage or death of beneficiaries?
- Where is the will kept?
- Who are the executors of the will?

Reading a will before a person dies can help when making funeral arrangements. You may wish to discuss the contents of your will with your partner so that each person knows what is expected if the other dies.

### *Financial issues in the event of death*

It is important for you to be able to deal with everyday financial arrangements when your partner dies, such as writing a cheque, banking, paying bills and budgeting.

On your partner's death, all accounts which are held only in your partner's name are frozen until the will has been finalised. Your bank may release some funds to meet the costs of the funeral, but this will not cover your everyday expenses. To avoid financial difficulties both immediately after your partner has died and in the long-term, it is important to know:

- what bank accounts, investments or other assets are in joint names
- if each spouse's signature can access joint accounts
- if the financial institution will release money or meet the cost of a funeral from frozen accounts
- if you will be able to access money for everyday expenses such as food, transport and medicine
- where you owe money.

### Planning for a funeral

Some people, as well as making a formal will join a prepaid funeral fund. By joining a fund, they are seeking to ease the emotional and financial trauma that death may cause families. Also, by choosing to pay for their funeral in advance, it gives them control over their own funeral arrangements and many find this a comforting thought.

Like any other business transaction, it is important to know what is covered in the contract and what you are getting for your money before you join.

'Shopping around' for the best price is a sensible thing to do. Nursing homes, friends and relatives may assist you to find a funeral director.

Funeral directors who belong to an industry association are usually required to follow a strict code of ethics and a system for reporting complaints about members.

Find out what funds are available before you sign an agreement with the funeral director, as you will be liable for any shortfall. You can discuss payment options and sources of funding with the funeral director.

#### Consumer tip

For Fair Trading's *Funeral arrangements* publication go to [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au). If you have a specific complaint about a funeral provider or fund call Fair Trading on 13 32 20.

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**Useful contacts:** Australian Funeral Directors Association, Funeral Directors' Association of NSW, Public Trustee NSW, Law Society of NSW, Trustee Corporations Association of Australia.

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## 4. If things go wrong

If you are unhappy with the service you have experienced from a trader, the Office of Fair Trading suggests that you follow a number of steps.

### Step 1

Contact the trader or manager and go through the following process:

- Calmly and assertively suggest a resolution of what you wish the organisation to do for you (for example, replace the item, refund your money, rectify faulty workmanship etc). Sometimes it helps to take a friend with you for support and to act as a witness.
- Keep a note of the name and position of the person you speak to.
- Take along any relevant documents such as contracts, receipts or quotations.
- Take into account what they have to say as they may be able to suggest solutions that you have not thought about which may be mutually agreeable.
- Provide a reasonable time frame for a resolution to happen.
- You may also want to put your complaint in writing. Always keep a copy of any letters you send.
- Ensure you provide your contact details so they easily respond to you.
- Above all be polite and professional.

### Step 2

If you do not receive a satisfactory outcome and you feel you have exhausted all available avenues to fix the problem, contact Fair Trading. You can phone 13 32 20 or visit your nearest Fair Trading Centre or go to our website [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) for information about your rights and the options open for you to resolve the problem. In some cases Fair Trading can contact the trader and intervene on your behalf. In this situation you will be notified of the outcome. If the problem remains unresolved, you can contact the Consumer, Trader and Tenancy Tribunal.

### Consumer, Trader and Tenancy Tribunal (CTTT)

The CTTT is a service for the determination and resolution of disputes throughout NSW. The Tribunal deals with general consumer claim issues, home building disputes, consumer credit issues, disputes about motor vehicles, tenancy claims, residential park, retirement village and strata and community schemes claims. Application forms and the fee schedule can be obtained from the CTTT's website at [www.cttt.nsw.gov.au](http://www.cttt.nsw.gov.au) or by calling the CTTT Registry on 1300 135 399.

Applications can be lodged at the CTTT Registries, Fair Trading Centres, Government Access centres and Local Courts. Tenancy residential parks, home building, motor vehicle and general applications can be lodged on the CTTT's website.

## 5. Useful contacts

The contact details listed below are current at the time of printing and subject to change over time. Some of these organisations may change their contact details or discontinue their services. Fair Trading recommends you to search for changes to details through telephone directories and the internet.

### Office of Fair Trading

The Office of Fair Trading is a NSW government agency that assists consumers and traders in:

- buying and repairing motor vehicles
- home building and renovations
- consumer credit
- property/tenancy
- co-operatives
- associations
- business names
- trade measurement
- business licences.

**Tel: 13 32 20**

**[www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au)**

### Language assistance

Tel: 13 14 50

### TTY for Hearing Impaired

Tel: 1300 723 404

### Aboriginal enquiry officer and tenancy service

Tel: 1800 500 330 (free call)

### Product Safety Unit

Tel: 9895 2049

### Specialist Support Services

For complaints about real estate agents.

Tel: 9895 0297 or 1800 625 963

## Other agencies

### Aged and Community Services Association

Represents retirement village owners and managers within the non-profit sector.

Tel: 8754 0400 or 1800 424 770 (country)

[www.agedservices.asn.au](http://www.agedservices.asn.au)

### Aged Care Australia

Information about aged care accommodation, community care services, support for carers and health issues.

Tel: 1800 500 853

[www.agedcareaustralia.gov.au](http://www.agedcareaustralia.gov.au)

[www.seniors.gov.au](http://www.seniors.gov.au)

### Aged Care Rights Service (TARS)

Free advice on fees, care and residents' rights in nursing homes, retirement villages, hostels, community aged care packages and serviced apartments in NSW.

Tel: 9281 3600 or 1800 424 079 (country)

[www.tars.com.au](http://www.tars.com.au)

### Australian Bankers' Association

Tel: 8298 0417 or 1800 009 180 (free call)

[www.bankers.asn.au](http://www.bankers.asn.au)

### Australian Competition and Consumer Commission (ACCC)

Tel: 1300 302 502

[www.accc.gov.au](http://www.accc.gov.au)

### Australian Direct Marketing Association (ADMA)

Tel: 9277 5400

[www.adma.com.au](http://www.adma.com.au)

### Australian Funeral Directors Association

Tel: 1300 888 188

[www.afda.org.au](http://www.afda.org.au)

### Australian Institute of Conveyancers (NSW)

Tel: 9633 1355

[www.aicnsw.com.au](http://www.aicnsw.com.au)

### Australian Property Law Kits

Tel: 1800 252 808

[www.diyconveyancingkits.com.au](http://www.diyconveyancingkits.com.au)

### Australian Retailers Association NSW

Tel: 9290 3766

[www.ara.com.au](http://www.ara.com.au)

### **Australian Securities and Investments Commission (ASIC)**

Tel: 1300 300 630  
[www.fido.asic.gov.au](http://www.fido.asic.gov.au)

### **Benevolent Society**

Tel: 9339 8000  
[www.bensoc.org.au](http://www.bensoc.org.au)

### **Combined Pensioners and Superannuants Association**

Offers older people information, advice and advocacy on tenancy and housing matters.  
Tel: 9281 3588 or 1800 451 488 (country)  
[www.cpsa.org.au](http://www.cpsa.org.au)

### **Community Justice Centres**

A free mediation service run by the Attorney General's Department. People with disputes voluntarily attend and two impartial mediators talk with them about their concerns to reach an agreement. Local Community Justice Centres are listed in the White Pages under 'Community Justice Centre'.  
Tel: 1800 990 777  
[www.cjc.nsw.gov.au](http://www.cjc.nsw.gov.au)

### **Consumer Credit Code**

[www.creditcode.gov.au](http://www.creditcode.gov.au)

### **Consumer, Trader and Tenancy Tribunal (CTTT)**

An independent decision making body which hears and decides applications for orders from tenants and landlords. Orders that can be made by the Tribunal include terms of agreement to be complied with, compensation to be paid to a tenant or a landlord, a rent increase which is excessive and the ending of an agreement. There is a discounted fee if you hold a pensioner concession card. You may wish to lodge your application online if your matter relates to a tenancy or residential parks issue.

GPO Box 4005, Sydney NSW 2001  
Tel: 1300 135 399  
Fax: 1300 135 247  
[www.cttt.nsw.gov.au](http://www.cttt.nsw.gov.au)

### **Council on the Ageing (COTA NSW)**

Produces directories of retirement villages in both the metropolitan and country areas. These include details about the contracts, services and costs of each village.  
Tel: 9286 3860 or 1800 449 102  
[www.cotansw.com.au](http://www.cotansw.com.au)

### **Credit and Debt Help Line**

Tel: 1800 808 488

### **Department of Ageing, Disability and Home Care (DADHC)**

Tel: 8270 2000  
TTY: 8270 2167  
[www.dadhc.nsw.gov.au](http://www.dadhc.nsw.gov.au)

### **Do Not Call Register**

Tel: 1300 792 958  
[www.donotcall.gov.au](http://www.donotcall.gov.au)

### **Financial Ombudsman Service (FOS)**

Provides independent dispute resolution processes covering complaints about financial services including banking, credit, loans, general insurance, life insurance, financial planning, investments, stock broking, managed funds and pooled superannuation trusts.  
Tel: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

### **Financial Planning Association**

Tel: 9220 4500 or 1800 626 393  
[www.fpa.asn.au](http://www.fpa.asn.au)

### **Funeral Directors' Association of NSW**

Tel: 9651 1444  
[www.funeralassocnsw.com.au](http://www.funeralassocnsw.com.au)

### **Government Information Bookshop**

Sells State legislation, including the Residential Tenancies Act and Regulations.  
Tel: 1300 656 986  
[www.shop.nsw.gov.au](http://www.shop.nsw.gov.au)

### **Guardianship Tribunal**

Tel: 9555 8500 or 1800 463 928 (free call)  
[www.gt.nsw.gov.au](http://www.gt.nsw.gov.au)

### **Health Care Complaints Commission**

Tel: 9219 7444 or 1800 043 159 (free call)  
[www.hccc.nsw.gov.au](http://www.hccc.nsw.gov.au)

### **Home and Community Care Program (HACC)**

Commonwealth Carelink Centres  
Tel: 1800 052 222  
[www.commcarelink.health.gov.au](http://www.commcarelink.health.gov.au)

### **Home Care Service of NSW**

Tel: 1800 350 792

### **Home Purchase Advisory Service**

Provides information and advice on all aspects of buying your own strata unit, including a free booklet

*The A–Z of home purchase.*

Tel: 1800 806 653

[www.housing.nsw.gov.au](http://www.housing.nsw.gov.au)

### **Housing Industry Association (NSW)**

Tel: 9978 3333

[www.hia.com.au](http://www.hia.com.au)

### **Land and Property Information NSW**

Tel: 9228 6666

[www.lands.nsw.gov.au](http://www.lands.nsw.gov.au)

### **LawAccess NSW**

A free service providing a single point of access to legal and related assistance services in NSW.

Tel: 1300 888 529

[www.lawaccess.nsw.gov.au](http://www.lawaccess.nsw.gov.au)

### **Law Consumers Association**

Tel: 1300 668 001

[www.lawconsumers.org](http://www.lawconsumers.org)

### **Law Society of NSW**

Tel: 9926 0300 or 1800 422 713

[www.lawsociety.com.au](http://www.lawsociety.com.au)

### **Master Builders Association (MBA)**

Can supply the names of tradespeople that are members of the Association. Members abide by the Code of Conduct and consumers who use MBA members can take recourse from the Masters Builders Association, as well as Fair Trading.

Tel: 8586 3555 or 1800 451 393

[www.mbansw.asn.au](http://www.mbansw.asn.au)

### **Medicare Australia**

Tel: 13 20 11

[www.medicareaustralia.gov.au](http://www.medicareaustralia.gov.au)

### **National Information Centre on Retirement Investments (NICRI)**

Tel: 1800 020 110 (free call)

[www.nicri.org.au](http://www.nicri.org.au)

### **NSW Fire Brigades**

[www.nswfb.nsw.gov.au](http://www.nswfb.nsw.gov.au)

### **NSW Seniors Card**

Tel: 1300 364 758

[www.seniorscard.nsw.gov.au](http://www.seniorscard.nsw.gov.au)

### **Older Persons Tenants' Service (OPTS)**

Tel: 9566 1120 or 1800 131 310

[www.cpsa.org.au](http://www.cpsa.org.au)

### **Park and Village Service**

Tel: 9566 1010 or 1800 177 688

### **Public Trustee NSW**

Tel: 1300 364 103

[www.pt.nsw.gov.au](http://www.pt.nsw.gov.au)

### **Real Estate Institute of NSW**

Tel: 9264 2343

[www.reinsw.com.au](http://www.reinsw.com.au)

### **Register of Encumbered Vehicles (REVS)**

Tel: 13 32 20

[www.revs.nsw.gov.au](http://www.revs.nsw.gov.au)

### **Retirement Village Association**

National body representing retirement village residents, operators, owners, managers, developers, investors and industry specialists across Australia. It provides accreditation to villages which meet the building and service standards set by the Association.

Tel: 9261 1777 or 1800 240 080

[www.retirementvillagesaust.com.au](http://www.retirementvillagesaust.com.au)

### **Retirement Village Residents Association**

Non-profit organisation which represents the interests of residents.

Tel: 4977 3136 or 1300 787 213 (outside Sydney)

[www.rvra.org.au](http://www.rvra.org.au)

### **Roads and Traffic Authority (RTA)**

Tel: 13 22 13

[www.rta.nsw.gov.au](http://www.rta.nsw.gov.au)

### **ScamWatch**

[www.scamwatch.gov.au](http://www.scamwatch.gov.au)

### **Senior Australians Equity Release Association of Lenders (SEQUAL)**

Governs reverse mortgage lenders and provides consumer safeguards.

[www.sequal.com.au](http://www.sequal.com.au)

### **Seniors Information Service (SIS)**

NSW information and referral service on health, concessions, pensions, entertainment, accommodation, legal and financial matters.

Tel: 13 12 44

[www.seniorsinfo.nsw.gov.au](http://www.seniorsinfo.nsw.gov.au)

### **Smoke Alarm Help Line**

Tel: 1300 858 812

### **Tenants Advice and Advocacy Services (TAAS)**

Hotline 8117 3750 or 1800 251 101 (free call)

[www.tenants.org.au/taap](http://www.tenants.org.au/taap)

#### **Sydney region**

Inner Sydney 9698 5975

Inner Western Sydney 9559 2899

Eastern Sydney 9386 9147

Northern Sydney 9884 9605

Southern Sydney 9787 4679

Western Sydney 1800 625 956

South Western Sydney 1800 631 993

#### **Regional NSW**

Central Coast 4353 5515

Hunter 1800 654 504

Mid North Coast 1800 777 722

Northern Rivers 1800 649 135

Illawarra/South Coast 1800 807 225

North Western NSW 1800 836 268

South Western NSW 1800 642 609

#### **Services for Aboriginal tenants**

Greater Sydney 9564 5367 or 1800 772 721  
(servicing Sydney Metro, Hawkesbury, Wyong, Gosford, Blue Mountains and Wollondilly)

Northern NSW 1800 248 913

Southern NSW 1800 672 185

Western NSW 1800 810 233

### **Tenants' Union of NSW**

Information on tenants' rights.

Tel: 8117 3750 or 1800 251 101

[www.tenants.org.au](http://www.tenants.org.au)

### **Travel Compensation Fund**

Tel: 8227 3500 or 1300 658 165 (claims hotline)

[www.tcf.org.au](http://www.tcf.org.au)

### **Trustee Corporations Association of Australia**

Tel: 1800 819 427

[www.trustcorp.org.au](http://www.trustcorp.org.au)

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For information and help on fair trading issues call the Office of Fair Trading

**General enquiries**

**13 32 20**

**Language assistance**

13 14 50

**TTY for hearing impaired**

1300 723 404

**Aboriginal enquiry officer**

1800 500 330

**Consumer, Trader & Tenancy Tribunal**

1300 135 399

**Registry of Co-operatives & Associations**

1800 502 042

**Or visit a Fair Trading Centre at:**

- Albury • Armidale • Bathurst • Blacktown • Broken Hill • Coffs Harbour
- Dubbo • Gosford • Goulburn • Grafton • Hurstville • Lismore • Liverpool
- Newcastle • Orange • Parramatta • Penrith • Port Macquarie • Queanbeyan
- Sydney • Tamworth • Tweed Heads • Wagga Wagga • Wollongong

Visit our website for details

**[www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au)**

**13 32 20**



**Office of Fair Trading**

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9895 0111