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HOUSE BILL NO. 2522

Offered January 21, 2011

A BILL to amend and reenact § 59.1-21.4 of the Code of Virginia, relating to home sales solicitations; form of notice of cancellation.

Patron—Oder

Referred to Committee on Commerce and Labor

Be it enacted by the General Assembly of Virginia:

1. That § 59.1-21.4 of the Code of Virginia is amended and reenacted as follows:

§ 59.1-21.4. Receipt or written agreement.

(1) A. In a home solicitation sale, unless the buyer requests the seller to provide goods or services without delay in an emergency, the seller ~~must~~ shall present to the buyer a fully completed receipt if it is a cash or credit card sale or obtain the buyer's signature to a written agreement or offer to purchase, in the case of a credit sale, which designates. The receipt or written agreement or offer to purchase shall (i) designate as the date of the transaction the date on which the buyer actually makes payment in whole or in part or signs; and which contains (ii) contain a statement of the buyer's rights and a notice of cancellation which comply with subsection (2) B. The seller shall also furnish the buyer with a copy of any contract pertaining to a home solicitation sale at the time of its execution.

(2) B. The statement of the buyer's rights and a notice of cancellation required by subsection A shall:

(a) 1. Appear on the front side of the receipt or contract, or immediately above the buyer's signature, in bold face type of a minimum size of ~~ten~~ 10 points under the conspicuous caption: "BUYER'S RIGHT TO CANCEL"; and

(b) Read as either of the following 2. Either: (i)

a. Read as follows: "If this agreement was solicited at a residence and you do not want the goods or services, you, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Notice of Cancellation

.....  
(Date of Transaction)

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice ~~or any other written notice, or send a telegram~~ to . . .  
..... (name of seller) at .....  
..... (name of seller) (address of seller's place of business),  
or send a facsimile thereof to .....  
(name of seller) at ( . . . ) (seller's facsimile number),  
not later than midnight of the . . . day of . . . , 20 . . . (Date).  
I hereby cancel this transaction.

.....  
(Date)

..... "i-~~of~~  
(Buyer's signature)"; or

(ii) ~~In~~ b. Be in the form and content of any similar notice requirement for home solicitation sales under federal law; provided that such requirement (i) the required notice under federal law contains at least the information required in (i) of this subsection the notice described in subdivision a and, further provided, that (ii) nothing in such notice is in conflict with the provisions of this chapter. Any statement or notice form presented to a buyer prior to the effective date of an amendment to this section shall be deemed sufficient if it satisfied the requirements of this section in effect at the time the statement or notice was presented.

(3) C. Except as otherwise provided in this section, until the seller has complied with this section the

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57 buyer may cancel the home solicitation sale by notifying the seller in any manner and by any means of  
58 his intention to cancel.

59 (4) *D.* A home solicitation sale shall be deemed to be in compliance with notice requirements of this  
60 section if ~~(a) the~~:

61 1. *The* buyer may at any time (i) cancel the order, ~~or~~ (ii) refuse to accept delivery of the goods  
62 without any obligation to pay for them, or (iii) return the goods to the seller and receive a full refund  
63 for any amount the buyer has paid; and ~~(b) the~~

64 2. *The* buyer's right to cancel the order, refuse delivery or return the goods, together with the name  
65 and address of either the selling company or the salesperson, is clearly and conspicuously set forth on  
66 the face or reverse side of the sales receipt or contract in a size larger than that used in the body of the  
67 receipt or contract.

68 (5) ~~Any statement or notice form satisfying the requirements of this section as in effect prior to July~~  
69 ~~1, 1975, may be used until January 1, 1977.~~