

50-672. Verbal agreement not valid unless signed confirmation; consumer not liable for payment, when; right to cancel. (a) Any verbal agreement made by a consumer to purchase any goods or services from a telemarketer shall not be considered valid and legally binding unless the telemarketer receives from the consumer a signed confirmation that discloses in full the terms of the sale agreed upon.

(b) The confirmation shall include, but is not limited to, the following information:

(1) The name of the telemarketer;

(2) the address and telephone number at which personal or voice contact with an employee or agent of the telemarketer can be made during normal business hours;

(3) a list of all prices or fees being requested, including any handling, shipping, delivery, or other charges;

(4) the date of the transaction;

(5) a detailed description of the goods or services being sold;

(6) a duplicate copy with the complete information as presented in the original confirmation, to be retained by the consumer as proof of the terms of the agreement to purchase; and

(7) in a type size of a minimum of twelve points, in a space immediately preceding the space allotted for the consumer signature, the following statement:

"YOU ARE NOT OBLIGATED TO PAY ANY MONEY UNLESS YOU SIGN THIS CONFIRMATION AND RETURN IT TO THE SELLER."

(c) A telemarketer may not make or submit any charge to the consumer's credit card account until the telemarketer has received from the consumer an original copy of a confirmation, signed by the consumer, that complies with this section. Any merchandise sent or services provided without such written confirmation shall be considered as unsolicited goods subject to the provisions of K.S.A. 50-617 and amendments thereto.

(d) No consumer shall be held liable for payment for any good or service provided by a telemarketer unless such telemarketer has first received the written consent of the consumer in the form of a confirmation as defined in this section.

(e) In the event that the consumer sends payment to the telemarketer in the form of a personal check, cash money, or any other form of payment other than credit card without having included a signed copy of such confirmation, the consumer shall have the right to choose at any time to cancel the sale by notifying the telemarketer in writing, provided the consumer returns to the telemarketer the goods sold in substantially the same condition as when they were received by the consumer. A telemarketer that has received such notice to cancel from a consumer shall then, within 10 business days of the receipt of such notice:

(1) Refund all payments made, including any down payment made under the agreement;

(2) return any goods or property traded in to the seller on account of or in contemplation of the agreement, in substantially the same condition as when received by the telemarketer; and

(3) take any action necessary or appropriate to terminate promptly any security interest created in connection with the agreement.

History: L. 1991, ch. 70, § 2; L. 1992, ch. 252, § 1; July 1.