

HOME CARE – know your consumer rights

When you buy any goods or services, you have rights under the Australian Consumer Law (ACL). These rights also apply when you buy home care goods and services or if you receive them as part of your government-funded Home Care Package.

You have the right to choose your own home care provider

Take time to speak to various providers and find the best one for you. Timeframes apply to the home care package process, but use this time to ask questions and do your research. Talk to family and friends and see which providers have the best rating in your area.

For a list of providers, call My Aged Care on 1800 200 422 or use the website www.myagedcare.gov.au

Take your time or just say 'no' to uninvited direct sales

Home Care Packages won't normally be sold at your door or over the phone, but it's important to know your rights if you are approached by a home care provider or any seller that you have not invited. Beware of salespeople using high pressure sales tactics.

Under the ACL, uninvited sellers must:

- tell you their name, the business they represent and that they are contacting you to sell goods or services
- give or send a copy of agreements in plain and clear language
- give or send a form which you can use to cancel the agreement.

Avoid signing anything on the spot. It is against the law for a business to pressure you. Salespeople must leave on request. If you sign an agreement with someone who approached you directly without invitation, the ACL gives you a special right of **10 business days to change your mind** and cancel the agreement.

Watch out for false promises

It is illegal for a business to make false statements or leave out important facts, where to do so is misleading. Providers must be upfront and truthful when providing you with information. You may have a right to a remedy if they did not supply what was promised.

Be aware of scammers who may pretend to be a business or government agency. Scammers will often target senior Territorians and large government programs. They can contact you by phone, email, social media or in person about home care or any other goods and services. Never give personal information or payment unless you are 100% sure they are who they say they are. Scammers are highly skilled at appearing to be very genuine, kind and helpful.

Learn more about scams here: <https://consumeraffairs.nt.gov.au/for-consumers/scams>

Understand your Home Care Agreement

Your Home Care Agreement is the contract which sets out the terms of your service. Never sign anything you don't understand - take time to look over the agreement and ask questions. Make sure your agreement includes important information such as your care and services plan, budget and your contribution.

What to look for in your agreement:

- who is providing your services
- how much the service will cost
- ensure there is no 'exit' fees listed – from 1 January 2023 these are no longer permitted by law
- the process to transfer to a new provider.

Seek advice on your Home Care Agreement

You can get assistance from an advocate, legal adviser, or a family member. Advocates can help you set up and review your Home Care Agreement, care plan and budget.

Look out for unfair terms in your Home Care Agreement

The ACL protects you from unfair terms in standard form contracts. Your agreement should be a balance of rights and obligations. A term may be 'unfair' if it gives more rights to a provider than you and is not necessary to protect the provider. For example, a term allowing a provider to change your agreement without getting your consent is likely to be unfair.

An advocate or legal adviser may assist you to identify unfair terms. Speak to your provider if you think a term is unfair.

What to do if your Home Care Agreement changes

A provider might need to change your Home Care Agreement, but they should only do so with your consent. Make sure you understand what the changes mean for you and only sign if you are happy with the changes.

You have the right to get what was promised

Occasionally problems can occur when you receive goods or use services. When you hire or purchase goods or services in Australia you have automatic rights called consumer guarantees.

Services must be:

- provided with acceptable care and skill
- fit for the purpose or give the results that you and the business agreed to
- delivered within a reasonable time, where there is no agreed time.

You can ask your provider to fix a problem if these guarantees aren't met. This can include asking for a refund or cancellation or for services to be done again. In some cases you can also claim compensation for damages or loss caused by the poor service.

Goods must:

- be of acceptable quality - meaning safe, durable and free from defects
- be fit for purpose, or a purpose you made known to the business, and
- match any sample or description shown.

Just like services, if the guarantees relating to goods aren't met you have a right to make a claim to the seller to fix the problem. If it's a minor problem you can ask the seller to fix it. If it is a major problem, or a problem that can't be fixed at all or within a reasonable time, you have the right to ask for your money back or get a replacement.

However, a business doesn't have to give you a refund or exchange if you change your mind.

Understand how your funds are spent

Check your monthly statements from your provider are correct and match what you agreed to pay. If fees on your statements were not agreed to or you weren't told about them, ask your provider for clarification.

You can change provider any time

You can change providers for any reason, including to get a better deal, to better meet your needs or because you've had some problems. In the past, some providers would charge an exit fee if you changed your provider. Exit fees are no longer permitted by law from 1 January 2023, so check your final bill and ensure there is no exit fee included.

Resolving an issue

You should always use your consumer rights. Ask your provider to fix the problem. Often it is useful to put your concerns in writing to your provider so that there is a record of the problem. When writing to them, include the following information:

- explain the problem clearly and simply
- describe in detail how you would like to resolve the issue
- include any additional information you may think the provider might need to resolve the issue
- let them know when and how you would like to be answered

Although issues with your provider may be stressful and frustrating, it is important to remain calm and friendly. This will help you resolve the problem quickly.

Where to go for information or help

My Aged Care

For information about accessing a home care package or finding a provider in your area, call My Aged Care on 1800 200 422. Their website has useful information for Aboriginal Territorians and Territorians with special needs: <https://www.myagedcare.gov.au/>

Complaints

You can lodge a complaint with My Aged Care if you have already tried to resolve the issue with your provider: <https://www.myagedcare.gov.au/contact-us/complaints>

Other resources

Check out more about your consumer rights at the Australian Competition and Consumer Commission website:

<https://www.accc.gov.au/about-us/media/media-updates/aged-care>

Learn more about your consumer rights on the NT Consumer Affairs website here:

<https://consumeraffairs.nt.gov.au/for-consumers/senior-territorians>

COTA NT for senior Territorians: <https://www.cotant.org.au/>

Older Persons Advocacy Network : <https://opan.org.au/>