

Implementing the Australian Consumer Law

Information note

July 2010

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IMPLEMENTING THE AUSTRALIAN CONSUMER LAW

On 24 June 2010, the Australian Parliament passed legislation to implement the Australian Consumer Law (ACL). The ACL will enter into force on 1 January 2011 as a law of the Commonwealth.

In accordance with the *National Partnership Agreement to Deliver a Seamless National Economy*, the governments of the States and Territories are now preparing legislation to apply the ACL as laws of their jurisdictions from 1 January 2011.

From 1 January 2011, the ACL will be enforced and administered by the Australian Competition and Consumer Commission (ACCC) and each State and Territory's consumer agency.

The Australian Securities and Investments Commission will administer and enforce equivalent laws for financial services, which are set out in the *Australian Securities and Investments Commission Act 2001*.

The Treasury, together with the consumer agencies of each State and Territory and the ACCC and ASIC, will be working together to implement the ACL by 1 January 2011. This document provides information about how this will be done.

Detailed information about the ACL is available at www.treasury.gov.au/consumerlaw.

WHEN WILL THE ACL COMMENCE?

Section 2 of the *Trade Practices Amendment (Australian Consumer Law) Act (No.2) 2010* provides that the ACL will commence on 1 January 2011.

WHAT NEEDS TO BE DONE TO IMPLEMENT THE ACL?

The ACL is a single, national consumer law which replaces provisions in 17 national, State and Territory consumer laws. A number of steps must be completed between now and 1 January 2011 in order to implement the ACL:

- each State and Territory Parliament is to introduce legislation to apply the ACL as a law of the relevant State or Territory and to use best endeavours to repeal, amend or modify any legislation that is inconsistent with, or alters the effect of, the ACL.
- after a development process and consultation, the Commonwealth Minister will make regulations to support the ACL; and
- consumer agencies will publish guidance on key elements of the ACL to assist consumers and businesses to understand the ACL and how agencies will approach its enforcement.

HOW WILL THE ACL BE APPLIED BY THE STATES AND TERRITORIES?

The *Trade Practices Act 1974* will be renamed the *Competition and Consumer Act 2010* from 1 January 2011. The ACL will be Schedule 2 to the *Competition and Consumer Act 2010* from 1 January 2011.

The ACL is to be applied as a law of the Commonwealth and of each State and Territory. This means it will apply to the activities of all businesses in Australia, whether or not they are a corporation.

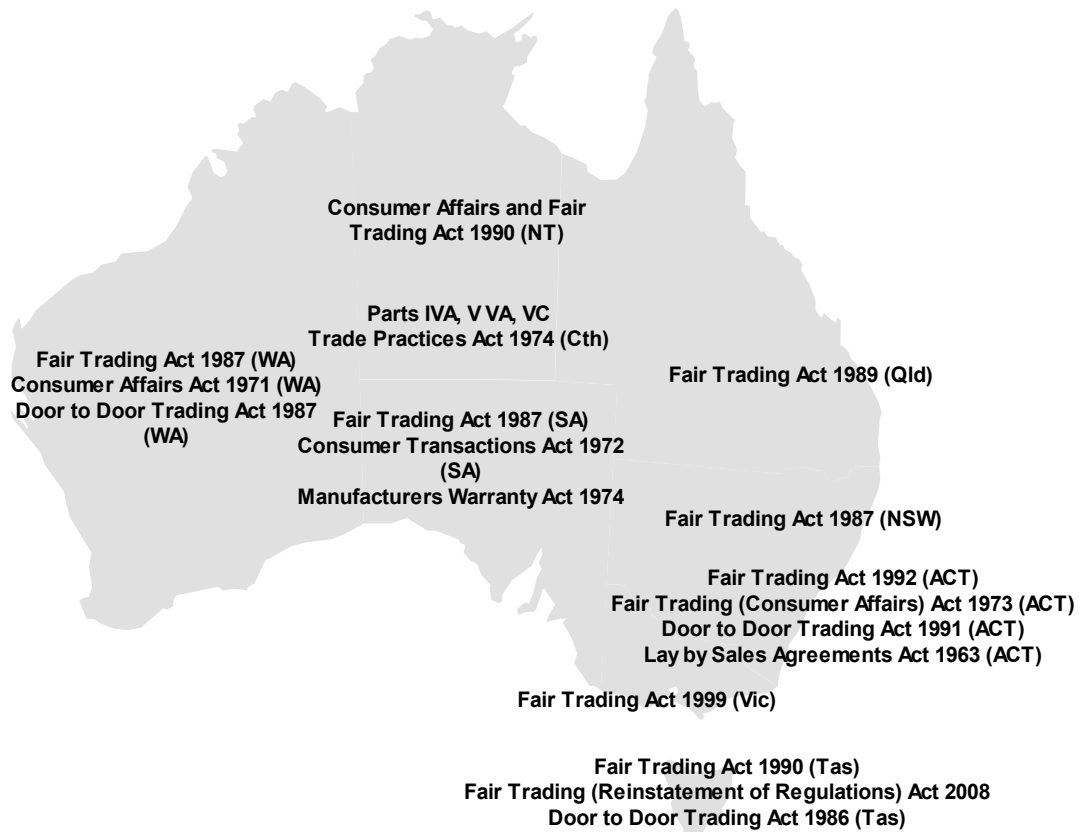
Before 1 January 2011, each State and Territory will pass an Act which makes the ACL a law of that State and Territory and which makes provision for any change to the ACL to be applied in that State or Territory. This will ensure that the ACL remains the same in each State and Territory.

As part of its application law, each State and Territory will repeal any laws which are replaced by the provisions of the ACL. This covers a wide range of provisions set out in 16 State and Territory Acts. Each application law will also deal with any consequential changes to other State and Territory Acts and any transitional and savings provisions that are needed.

HOW WILL CHANGES TO THE ACL BE REFLECTED IN EACH STATE AND TERRITORY'S LAWS?

The *Intergovernmental Agreement for the Australian Consumer Law (IGA)*, which was signed by COAG on 2 July 2009, governs the way in which future changes to the ACL will be made. Under the IGA, changes to the ACL must be agreed by the Commonwealth and at least 4 other jurisdictions (three of which must be States). The IGA is set out in **Appendix 1** of this Information Note.

A simpler legislative framework for generic consumer law



THE ACL AND INDUSTRY-SPECIFIC CONSUMER LAWS

The ACL is a generic law, designed to apply to all industry sectors and activities. There are also many industry-specific laws which apply to particular business activities.

In its 2008 *Review of Australia's Consumer Policy Framework*, the Productivity Commission found that jurisdictional differences in industry-specific consumer regulation add unnecessarily to business compliance costs.

In the IGA the Australian Government and the States and Territories agreed to use their best endeavours to amend, repeal or modify any legislation that is inconsistent with or alters the effect of the ACL.

The Treasury will release an Issues Paper later in 2010 seeking business and consumer views about industry-specific laws which may be inconsistent with or alter the effect of the ACL.

HOW WILL REGULATIONS BE MADE UNDER THE ACL?

The ACL empowers the Minister to make regulations and other legislative instruments about specified matters. This is done to ensure that matters of detail or matters which may be subject to regular change can be dealt with in a way which is not dependent on finding Parliamentary time and which is more responsive to changing circumstances.

The regulation-making powers in the ACL include:

- allowing a Minister or regulators to exercise administrative powers under the ACL;
- specifying additional examples or considerations which would assist in the application of a provision of the ACL;
- applying specific aspects of the ACL to specified situations or persons; and
- exempting categories of persons or specific circumstances from certain parts of the ACL.

Timetable for developing regulations under the ACL

2010	
July	Royal Assent to <i>Trade Practices Amendment (Australian Consumer Law) Act (No.2) 2010</i>
July — September	Preparation of draft regulations and legislative instruments and informal stakeholder consultation
September	Draft regulations and legislative instruments released for stakeholder comment
by 31 October	Regulations and legislative instruments to be placed before the Federal Executive Council for consideration by the Governor-General
2011	
1 January	Regulations legislation to commence

The Treasury welcomes stakeholder views on issues to be covered in regulations under the ACL prior to the publication of draft regulation for comment. If you wish to provide your views please send them to:

australianconsumerlaw@treasury.gov.au

or:

The Australian Consumer Law: Regulations
Consumer Policy Framework Unit
Infrastructure, Competition and Consumer Division
The Treasury
Langton Crescent
PARKES ACT 2600

HOW WILL GUIDANCE ON THE ACL BE DEVELOPED?

The ACL makes uniform national guidance on consumer law possible for the first time. Consumers, businesses and regulators will benefit if the ACL is applied consistently across Australia.

Guidance directed to businesses and consumers on the ACL will be published by the ACCC and State and Territory consumer agencies, with ASIC providing input to the development of guidance where relevant.

Consumer agencies will also promote other material to assist businesses to comply with the law and to educate consumers about the new law, such as standard signage to be displayed in retail shops.

On 1 June 2010, the ACCC, on behalf of itself, ASIC and the State and Territory consumer agencies, published *A guide to the unfair contract terms law*. A copy of the *Guide* can be accessed at www.accc.gov.au or obtained from the ACCC or your State or Territory's consumer agency.

Process for developing ACL guidance

Topic	Status
Completed	
Unfair contract terms under the ACL	<i>A guide to the unfair contract terms law</i> published on 1 June 2010
Unfair contract terms and mortgage exit fees	ASIC's Consultation Paper 135 <i>Mortgage early exit fees: Unconscionable fees and unfair contract terms</i> published on 27 June 2010
In development	
General guidance on the ACL	Publication in late 2010.
Sales practices under the ACL	Publication in late 2010.
Consumer guarantees under the ACL	Publication in late 2010.
Consumer product safety under the ACL	Publication in late 2010.
Compliance with and enforcement of the ACL	Publication in late 2010.

Publication of joint guidance will serve to ensure consistency of understanding by the ACCC, ASIC and State and Territory consumer agencies; consumers; and business, about the ACL, and particularly new approaches to consumer law and its enforcement.

APPENDIX 1

THE INTERGOVERNMENTAL AGREEMENT FOR THE AUSTRALIAN CONSUMER LAW

An agreement between

- the **Commonwealth of Australia** and
- the **States and Territories**, being:
 - The State of New South Wales
 - The State of Victoria
 - The State of Queensland
 - The State of Western Australia
 - The State of South Australia
 - The State of Tasmania
 - The Australian Capital Territory
 - The Northern Territory of Australia

PRELIMINARIES

This Intergovernmental Agreement is created to give effect to the Implementation Plan which is a schedule to the National Partnership (NP) Agreement to Deliver a Seamless National Economy. The NP is established under the Intergovernmental Agreement on Federal Financial Relations and should be read in conjunction with that Agreement and its subsidiary schedules.

RECITALS

- A. The Council of Australian Governments met in Perth on 2 October 2008 and agreed to a new national consumer policy framework to enhance consumer protection, reduce regulatory complexity for businesses and encourage the development of a seamless national economy. This agreement built on the Council of Australian Governments' 3 July 2008 agreement to implement a new national product safety regulatory system.
- B. The new national consumer policy framework draws on the recommendations of the Productivity Commission's 2008 *Review of Australia's Consumer Policy Framework*, and:
 - 1) the agreed model for detailed proposals for Australia's product safety regulatory arrangements, agreed by the Ministerial Council on Consumer Affairs on 23 May 2008; and

- 2) the detailed proposals agreed by the Ministerial Council on Consumer Affairs on 15 August 2008.
- C. The objective of the new national consumer policy framework is to improve consumer wellbeing through consumer empowerment and protection, to foster effective competition and to enable the confident participation of consumers in markets in which both consumers and suppliers trade fairly.
- D. This objective is supported by six operational objectives:
- 3) to ensure that consumers are sufficiently well-informed to benefit from and stimulate effective competition;
 - 4) to ensure that goods and services are safe and fit for the purposes for which they were sold;
 - 5) to prevent practices that are unfair;
 - 6) to meet the needs of those consumers who are most vulnerable or are at the greatest disadvantage;
 - 7) to provide accessible and timely redress where consumer detriment has occurred; and
 - 8) to promote proportionate, risk-based enforcement.
- E. The new national consumer policy framework consists of the following key elements:
- 9) a national consumer protection law based on the existing consumer protection provisions of the Trade Practices Act and also including:-
 - 10) provisions regulating unfair contract terms,
 - 11) new enforcement and redress powers, and
 - 12) new provisions based on best practice in State and Territory consumer protection laws;
 - 13) a new national product safety regulatory and enforcement regime; and
 - 14) improved enforcement cooperation and information sharing arrangements between Commonwealth, State and Territory Agencies.
- F. The legislative elements of the national consumer policy framework will be implemented by way of an Australian Consumer Law, to be enacted by the Commonwealth and applied by State and Territory legislation, in accordance with the Implementation Plan for the *National Partnership Agreement to Deliver a Seamless National Economy*, as amended from time to time.

DEFINITIONS AND INTERPRETATION

- 'ACCC' means the Australian Competition and Consumer Commission;
- 'ASIC' means the Australian Securities and Investments Commission;

- 'Australian Consumer Law' means the text contained in the relevant Schedule of the Trade Practices Act and any legislative instruments made pursuant to the Australian Consumer Law;
- 'COAG' means the Council of Australian Governments;
- 'Commonwealth Minister' means the Commonwealth Minister responsible for consumer affairs;
- 'MCCA' means the Ministerial Council on Consumer Affairs;
- 'minor or inconsequential amendments' means typographical, drafting or other changes that do not affect the substantive operation of the Australian Consumer Law or the attainment of its purposes;
- 'Party' means a party to this Agreement;
- 'State and Territory Ministers' means the State and Territory Ministers responsible for consumer affairs;
- 'States' means the States of New South Wales, Victoria, Queensland, Western Australia, South Australia and Tasmania;
- 'State and Territory Agency' means the agency or agencies designated in the relevant State or Territory Application Act, or regulations made pursuant to that Act, as the agency responsible for the enforcement and administration of the Australian Consumer Law;
- 'Territories' means the Australian Capital Territory and the Northern Territory of Australia;
- 'TPA Consumer Protection Provisions' means the following provisions of the Trade Practices Act:
 - a) the provisions in Part IVA;
 - b) the provisions in Part V;
 - c) the provisions in Part VA;
 - d) the provisions in Part VC;
 - e) relevant provisions in Part VI; and
 - f) other relevant provisions elsewhere in that Act relating to definitions and enforcement.
- 'Trade Practices Act' means the *Trade Practices Act 1974* (Cth).

OPERATION OF THE AGREEMENT

1. This Agreement commences on 2 July 2009 subject to the following:
 - 1.1. clauses 8 to 19 of this Agreement will come into operation on 1 January 2011, or such later date as is set out in the Implementation Plan for the *National*

Partnership Agreement to Deliver a Seamless National Economy, as amended from time to time; and

- 1.2. prior to clauses 8 to 19 coming into operation as per clause 1.1, the Australian Consumer Law will be developed by the agreement of all the Parties.
2. This Agreement may be amended only by the unanimous agreement of all the Parties.

IMPLEMENTATION

The Legislative Scheme

3. The Australian Consumer Law will be implemented by way of a legislative scheme that will involve the following elements:
 - 3.1. the Commonwealth will introduce into the Australian Parliament a Bill or Bills to:-
 - 3.1.1. enact the text of the Australian Consumer Law as a Schedule to the Trade Practices Act,
 - 3.1.2. amend relevant provisions of the Trade Practices Act to ensure that they are consistent with the Australian Consumer Law, and
 - 3.1.3. enact changes to the investor protection provisions of the *Australian Securities and Investments Commission Act 2001* and, to the extent necessary, the *Corporations Act 2001*, to ensure that they are consistent with the Australian Consumer Law; and
 - 3.2. each State and Territory government will introduce into its Parliament a Bill or Bills to enact application Acts no later than 31 December 2010, or such later date as is set out in the Implementation Plan for the *National Partnership Agreement to Deliver a Seamless National Economy*, as amended from time to time, which will apply the Australian Consumer Law (as embodied in the relevant Schedule to the Trade Practices Act and as amended from time to time) in its jurisdiction and each Party, including the Commonwealth, will use best endeavours to have its Parliament repeal, amend or modify any legislation that is inconsistent with or alters the effect of the Australian Consumer Law. The Parties agree that MCCA will develop a process for Parties to review legislation to identify any inconsistencies with the Australian Consumer Law. The process will include providing guidelines on the meaning of 'inconsistent with or alters the effect of' the Australian Consumer Law and reporting to COAG.
4. Where modifications are made to the Australian Consumer Law, similar modifications will be made to the TPA Consumer Protection Provisions.
5. Except as agreed by the Parties, a Party will not submit a Bill to its legislature which would be inconsistent with or alter the effect of the Australian Consumer Law.

The Contents of the Australian Consumer Law

6. As at the end of 2010, or such later date as is set out in the Implementation Plan for the *National Partnership Agreement to Deliver a Seamless National Economy*, as amended from time to time, the text of the Australian Consumer Law will include:

- 6.1. provisions based on the TPA Consumer Protection Provisions, including new or amended provisions based on best practice in State and Territory consumer protection laws;
 - 6.2. provisions regulating unfair contract terms;
 - 6.3. provisions containing enforcement powers and redress options;
 - 6.4. provisions establishing a new national regime for product safety; and
 - 6.5. legislative instruments made pursuant to the Australian Consumer Law.
7. For the purposes of clause 6.1, new or amended provisions based on best practice in State and Territory consumer protection laws will be agreed by the Parties by 31 December 2009.

ALTERATION OF THE AUSTRALIAN CONSUMER LAW

Consultation

8. Any Party may submit to the Commonwealth a valid proposal to amend the Australian Consumer Law. In doing so, the submitting Party shall provide a copy of that proposal to all other Parties.
9. A valid proposal shall:
 - 9.1. include a description of the problem to be addressed by the proposal;
 - 9.2. include a description of the key features of the legislative provisions by which it is proposed to address that problem;
 - 9.3. include a discussion of alternative methods of addressing the problem, including non-regulatory methods; and
 - 9.4. provide supporting material that, so far as practical, complies with the Commonwealth's best practice regulation requirements, including by provision of a draft Regulation Impact Statement, if required.
10. The Commonwealth will commence consultation with all Parties within four weeks from the date of receiving a valid proposal.
11. The Commonwealth will also consult with all Parties on any amendments it proposes to make to the Australian Consumer Law. Any such amendment must meet the requirements of the valid proposal outlined in clause 9.
12. To commence consultation, the Commonwealth Minister will write to the State and Territory Ministers notifying them of the proposed amendment. All Parties, including the Commonwealth, will have three months from the date of the Commonwealth Minister's written notification within which they are required to consider and respond to the proposal in writing.
13. The Commonwealth does not need to consult with the Parties before making minor or inconsequential amendments to the Australian Consumer Law, but must give the Parties sufficient notice of its intention to make such amendments.

14. Where the Commonwealth has notified the Parties of its intention to make minor or inconsequential amendments in accordance with clause 13 and four Parties advise the Commonwealth Minister in writing within 21 days that they believe the proposed amendments are not minor or inconsequential, then the Commonwealth Minister must submit the proposed amendments to a vote of the Parties in accordance with the procedure set out in clauses 15 to 19 of this Agreement.

Voting

15. At the end of the consultation period outlined in clause 12, or following the notification by four Parties that proposed amendments are not minor or inconsequential outlined in clause 14, the Commonwealth Minister will call a vote on the proposed amendment by sending a written notice to the State and Territory Ministers.
16. Parties will have 35 days from the date of the Commonwealth Minister sending the notice to vote.
17. If a Party does not vote, or does not abstain, by the end of the 35-day voting period, that Party will be taken to have voted in favour of the proposed amendment.
18. The only circumstance in which a Party may abstain from the vote is if a Party is in caretaker mode at any time during the 35-day voting period.
19. The Commonwealth will not introduce a Bill into the Commonwealth Parliament to amend the Australian Consumer Law unless the proposed amendment is supported by:
 - 19.1. the Commonwealth; and
 - 19.2. four other Parties (including at least three States).

Administration and Enforcement

20. Enforcement and administration of the Australian Consumer Law will be shared between the ACCC, ASIC and State and Territory Agencies.
21. The ACCC, ASIC and State and Territory Agencies will formalise Memoranda of Understanding for the purposes of the enforcement and administration of the Australian Consumer Law.
22. The Memoranda of Understanding shall include arrangements for communication, cooperation and coordination between the ACCC, ASIC and State and Territory Agencies, including, but not limited to:
 - 22.1. enforcing the Australian Consumer Law, including the exchange of information and intelligence;
 - 22.2. informing the general public and educating consumers and business about the Australian Consumer Law;
 - 22.3. monitoring of compliance with the Australian Consumer Law, including market surveillance;
 - 22.4. ongoing reporting and review of the enforcement and administration of the Australian Consumer Law, including arrangements for the ACCC, ASIC and State and Territory Agencies to report to MCCA; and

- 22.5. protocols for complaint handling and investigation.
23. Enforcement and administration arrangements will be reviewed by COAG within seven years of the commencement of the Australian Consumer Law.
24. The ACCC, ASIC and State and Territory Agencies will develop and publish common national guidance for businesses and consumers on the application, enforcement and administration of the new unfair contract term provisions of the Australian Consumer Law.
25. With a view to facilitating cooperation and consistency in enforcement approaches nationally, the ACCC, ASIC and State and Territory Agencies will develop guidance for businesses and consumers in relation to the application, enforcement and administration of the Australian Consumer Law, including on:
- 25.1. a decision to take action seeking a civil pecuniary penalty; and
- 25.2. a decision to publish a public warning notice.
26. Subject to the Commonwealth's agreement, any Party may confer its powers in relation to the enforcement and administration of the Australian Consumer Law on the Commonwealth.
27. Sufficient notice must be given to the Commonwealth of a Party's intention to confer its administration and enforcement functions on the Commonwealth.

PRODUCT SAFETY

Interim Product Bans and Mandatory Safety Standards

28. States and Territories will retain the power to develop and implement interim product bans within their respective jurisdictions.
29. Commonwealth interim product bans and mandatory safety standards will apply in each State and Territory automatically. However, State and Territory interim bans do not apply outside the relevant State or Territory.
30. A Party that imposes an interim product ban will endeavour to notify MCCA before implementing the ban or at the latest, concurrently with implementing the ban.
31. No Party will introduce an interim product ban without at least prima facie evidence of the need for an interim ban.
32. All interim product bans will apply for 60 days. In exceptional circumstances, this period may be extended for 30 days and then for a further 30 days at the discretion of the Commonwealth Minister.

Permanent Product Bans and Mandatory Safety Standards

33. Only the Commonwealth Minister may make, amend or revoke permanent bans and mandatory safety standards.
34. If the Commonwealth Minister decides to make, amend or revoke a permanent ban or a mandatory safety standard, the Minister will, as soon as practical, inform the Parties of the decision to do so.

35. The ACCC may submit a recommendation to make, amend or revoke a permanent ban or a mandatory safety standard to the Commonwealth Minister.
36. Before submitting such a recommendation, the ACCC will undertake any required regulatory impact analysis and consultation, including consultation with State and Territory Agencies.
37. Any Party may refer a proposal to the ACCC for the making, amending or revoking of a permanent ban or a mandatory safety standard. A proposal must be accompanied by supporting information, including a hazard risk assessment and market details.
38. Based on its own assessment, and having regard to consultation with State and Territory Agencies, the ACCC will decide whether to submit a recommendation to the Commonwealth Minister for a permanent ban or a mandatory safety standard of the sort proposed by a Party. The Minister will, as soon as practical, inform all Parties of its decision.

Recalls

39. Only the Commonwealth may require a supplier to conduct a mandatory recall where it is likely that the recall would affect three or more States or Territories.
40. Any Party may require a supplier to conduct a mandatory recall where the recall is likely to affect no more than two States or Territories.
41. A Party that requires a supplier to undertake a mandatory recall will endeavour to notify MCCA before requesting the recall to be undertaken, or at the latest, concurrently with requesting that the recall is undertaken.
42. In cases where the supplier of a good is unable to be contacted, the Commonwealth Minister may order the ACCC to undertake a recall of goods. The Commonwealth Minister will inform all Parties of its intention to require the ACCC to conduct a recall.

Enforcement of Bans, Mandatory Standards and Recalls

43. The Parties will share responsibility for enforcement and administration of the product safety components of the Australian Consumer Law, including hazard identification, interim product bans, permanent bans, mandatory standards and recalls.
44. The Memoranda of Understanding referred to in clause 21 will cover the enforcement and administration of the product safety components of the Australian Consumer Law.
45. Any Party, with the agreement of the Commonwealth, may confer its powers in relation to the enforcement and administration of product safety on the Commonwealth.
46. Sufficient notice must be given to the Commonwealth of a Party's intention to confer its administration and enforcement functions in relation to product safety on the Commonwealth.

RESEARCH AND ADVOCACY

47. The Parties recognise the importance of evidence-based policy supported by robust research and effective stakeholder advocacy. To this end, the Commonwealth will work with the States and Territories to develop further the effectiveness of consumer representation and consumer policy research nationally.

RELATIONS WITH NEW ZEALAND

48. The Parties will review in due course with New Zealand the potential benefits, consistent with the objectives of the Australia/New Zealand Closer Economic Relations Trade Agreement, of participation by New Zealand in the Memoranda of Understanding referred to in clause 21, for the purpose of providing for improved communication, cooperation and coordination between the administration and enforcement of consumer law in Australia and New Zealand.

WITHDRAWAL AND CESSATION

49. A Party may withdraw from this Agreement by sending written notice to all other Parties. The withdrawal will become effective six months after the notice was sent.
50. If a Party withdraws from this Agreement, this Agreement will continue in force with respect to the remaining Parties.

REVIEW

51. After this Agreement has operated for seven years, the Parties will review the Agreement's operation and terms.

APPENDIX 2 REGULATION MAKING POWERS UNDER THE AUSTRALIAN CONSUMER LAW

ACL Section	Description of provision
Unfair contract terms	
25(n)	<p>Additional examples of unfair terms.</p> <p>This provision allows additional examples of unfair contract terms to be prescribed. Prescribed terms are not presumed to be unfair. They provide guidance to courts about what types of terms may be unfair, having regard to all the circumstances of a standard form contract.</p>
27(2)(f)	<p>Considerations a court must take into account in determining whether a contract is a standard form contract.</p> <p>This provision allows additional considerations to be prescribed that a court must take into account when determining whether a contract is a standard form contract.</p>
Asserting a right to payment	
10(1)	<p>Asserting a right to payment definition — a person is taken to have asserted a right to payment if a person sends any invoice or other document that does not contain a statement prescribed by the regulations. A prescribed statement would clearly identify that the invoice or other document is a not an assertion of a right to payment.</p>
40(3)(b) 43(2)(b)	<p>Unsolicited goods and services — a person must not send an invoice or other document to another person unless that document contains a warning statement that complies with the regulations.</p> <p>Unauthorised advertisements or directory entries — a person must not send an invoice or other document to another person unless that document contains a warning statement that complies with the regulations.</p>
43(3)(a)	<p>Unauthorised advertisements or directory entries — person who may audit circulation of a publication.</p> <p>Until a body is specified, the 10,000 copies can not be 'confirmed' and the exemption for those with a circulation above that amount would not operate.</p>
Asserting a right to payment	
43(3)(d)	<p>Unauthorised advertisements or directory entries — exemption for publications by certain persons.</p> <p>Prescribed persons would not be prohibited from making unauthorised advertisements or directory entries.</p>

ACL Section	Description of provision
Guarantees in consumer transactions	
65	<p>Exemption of certain gas, electricity and telecommunications supplies.</p> <p>Exemptions may be appropriate where industry-specific arrangements in these areas already provide adequate consumer protection.</p>
Unsolicited consumer agreements	
69(1)	<p>Threshold amount for unsolicited consumer agreements covered by ACL (ACL specifies \$100).</p> <p>Transactions with a value below the prescribed amount are exempt from the unsolicited selling provisions of the ACL. It is not proposed that a value should be prescribed and, accordingly, \$100 would be the relevant amount below which an agreement is not covered by the unsolicited selling provisions.</p>
69(3)	<p>Deeming certain agreements to be covered by the ACL.</p> <p>Prescribed agreements are subject to the unsolicited selling provisions of the ACL, even if they do not meet the definition in subsection 69(1). It is not proposed that any agreements are prescribed initially.</p>
69(4)	<p>Deeming certain agreements to be exempt from the ACL.</p> <p>Prescribed agreements are subject to the unsolicited selling provisions of the ACL, even if they do not meet the definition in subsection 69(1).</p>
74	<p>Information dealers must provide about purpose and identity.</p> <p>The regulations may prescribe that certain information about the identity of a salesperson is to be disclosed to a consumer before negotiations commence.</p>
76(a)(iii)	<p>Information dealers must provide about the agreement.</p> <p>The regulations may prescribe that certain information about an unsolicited consumer agreement is to be disclosed to a consumer before the agreement is made.</p>
76(d)	<p>Form and way in which information about the agreement must be given.</p> <p>These regulations relate to the form of information referred to in section 76(a).</p>
79(b)(ii) and (iii)	<p>Information to be included on the front page of agreements.</p> <p>The regulations may prescribe that certain information is to be provided on a covering page for any unsolicited consumer agreement.</p>
79(c)	<p>Form of notice that a consumer can use to terminate unsolicited consumer agreement.</p> <p>The regulations may prescribe a standard form cancellation notice that may be used at the option of a consumer to cancel an unsolicited consumer agreement. A standard-form termination notice will be developed and prescribed.</p>
94	<p>Provision for activities or industries to be exempt from all aspects of the unsolicited selling provisions, other than visiting hours.</p> <p>The regulations may provide that specified provisions of the ACL do not apply to certain circumstances, notwithstanding that transactions resulting from those activities fall within the definition of an unsolicited consumer agreement.</p>

ACL Section	Description of provision
Warranties against defects	
102(1)	The regulations may prescribe requirements for the form and content of warranties against defects.
Repair notices	
103(1)	The regulations may prescribe requirements for the form and content of notices about repair of consumer goods.
Product safety	
104/105	<p>Safety standards</p> <p>Current Commonwealth product safety standards in force under section 65E of the TPA will be re-made as safety standards under the ACL. A full list will be available at www.accc.gov.au.</p> <p>State and Territory standards may be included and are currently the subject of a harmonisation project led by the ACCC.</p>
105(1)(a)	Bodies that may make safety standards which can be declared.
114	<p>Permanent bans</p> <p>Current Commonwealth permanent bans will be re-made. A full list is available at www.accc.gov.au.</p> <p>State and Territory bans may be included and are currently the subject of a harmonisation project led by the ACCC.</p>
131(2)(c) and (d)	<p>Laws or industry codes that, if applicable to the supplier, make the supplier exempt from the mandatory reporting requirement for goods.</p> <p>The regulations may exempt suppliers from the mandatory reporting requirement if alternative industry-specific reporting arrangements exist.</p>
132(2)(c) and (d)	<p>Laws or industry codes that, if applicable to the supplier, make the supplier exempt from the mandatory reporting requirement for product-related services.</p> <p>The regulations may exempt suppliers from the mandatory reporting requirement if alternative industry-specific reporting arrangements exist.</p>

ACL Section	Description of provision
Information standards	
134/135	Information standards are prescribed by regulation. Existing Commonwealth information standards will be re-made as ACL information standards. A full list is available at www.accc.gov.au . State and Territory standards may be included and are currently the subject of a harmonisation project led by SCOCA.
135	Information Standards — bodies that may make information standards that can be declared.
136(6)	Information standards — form of statement that goods are for export.
Country of origin	
255(4)	Things that are or are not fundamental changes for the purposes of the defences. Things that are not fundamental changes may be prescribed by the regulations.
255(6)	Percentage of costs applicable to country in prescribed logo. A percentage in the range of 51 per cent to 100 per cent may be prescribed as the percentage applicable to goods substantially transformed in a country represented by a logo.
256(2)	Certain labour, material or overhead costs are not allowable. Labour, material and overhead costs that are not allowable as part of working out the cost of producing or manufacturing goods.
256(3)	Manner of working out certain labour, material or overhead costs. The regulations may prescribe the manner of working out labour, materials or overhead costs that are part of the cost of producing or manufacturing goods.
257	Rules for determining total costs attributable to a certain country. The regulations may prescribe rules for determining the percentage of the total cost of production or manufacture of goods attributable to a particular country.
Damages	
284	Awards of interest to consumers in actions to recover loss or damages (ACL default 8 per cent per annum). The ACL provides for an interest rate of 8 per cent to apply to awards of damages.