

 <p><b>QUEENSLAND CONSUMERS ASSOCIATION</b></p>	<p><b>A non-profit, volunteer organisation, advocating to advance the interests of consumers in Queensland</b></p> <p><i>Secretary: Max Howard PO Box 261 Corinda Q 4075</i></p> <p><i>Telephone: 0419 678 395</i></p>
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**SUBMISSION ON INFORMATION AND CONSULTATION PAPER  
ON AN AUSTRALIAN CONSUMER LAW: FAIR MARKETS -  
CONFIDENT CONSUMERS**

**BACKGROUND**

The Queensland Consumers' Association (the Association) is the peak body for consumer groups in Queensland. The Association's members work in a voluntary capacity. The Association is a member of the Consumers' Federation of Australia, the peak body for Australian consumer groups.

The Association does not have the resources make a comprehensive submission on the paper. Accordingly, the Association has concentrated on the following issues:

- the provision and presentation of contracts,
- door-to-door marketing, and
- "do not contact" and "do not contact again" requirements.

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**RECOMMENDATIONS**

**1. Provision and presentation of contracts**

**Consumers should be able to obtain a copy of a contract to study at their leisure, or seek advice about, before signing and businesses should be required to provide a copy if requested.** This is a basic consumer requirement, yet often businesses refuse to provide a copy.

Currently, legislation seems concerned mainly with solving problems arising, or giving rights (e.g. a cooling off period), after a contract has been signed. But, many problems would not occur if consumers were better informed about contract content and if concerned about any parts refuse to sign, or negotiate required changes. They are much more likely to do this if they have been able to study, or get advice on, a contract well in advance of being asked to sign.

Also, **there should be a minimum print size requirement for ANY contract.** This is required by some state door to door legislation, e.g. Victoria and WA, and the principle should be extended to all contracts.

## **2. Door-to-door marketing**

**All door to door marketing provisions should meet best practice standards.** This is required for numerous obvious reasons. Also, because the importance of this method of selling is likely to increase as telemarketing becomes more difficult (2.74 million numbers were on the federal do not call register in Feb 09).

## **3. “Do not contact” and “do not contact again” requirements**

**Best practice "do not contact" and "do not contact again" provisions are required for consumers in relation to unsolicited marketing contacts.** The provisions should include requiring compliance with notices on premises making statements like "AustraliaPost mail only" and "no door to door sellers". Improved provisions will enhance consumer power and confidence which in turn will foster better business practices.

Any provisions should indicate clearly the circumstances in which consumers have the right to not be contacted at all or again and obligations on businesses. Any mandatory non-contact periods should be clearly specified.