

Redfern Legal Centre



Our ref: PQ:UFC

5 March, 2009

SCOCA Australian Consumer Law Consultation
Competition and Consumer Policy Division
Treasury.

By e-mail: australianconsumerlaw@treasury.gov.au

Dear Sir/Madam

On behalf of Redfern Legal Centre, I thank you for the opportunity to provide comments on the proposed new Australian consumer law.

The comments set out below are based on the writer's 15 years experience as a credit and debt lawyer for disadvantaged people.

Chapter 6 - **Unfair contract terms**

We support, as a minimum, the banning of all the types of terms described in Chapter 6, in the initial text of the Australian Consumer Law.

The proposal to provide a remedy where the claimant shows detriment, or a substantial likelihood of detriment, not limited to financial detriment, is strongly supported, as a minimum.

We also support the proposal that the onus of proof rest on the supplier to prove that a contract in question is not a standard form contract.

Chapter 10 - **Reforms to definitions**

The monetary limit in the definition of consumer should be increased to \$100,000.

Chapter 11 - **Reforms to provisions dealing with unfair practices**

Door-to-door sales and telemarketing

The ACL should include provisions regulating door-to-door sales and telemarketing.

Offering gifts and prizes

Yes, the ACL should modify the existing form of section 54 of the TPA along similar lines to section 16 of the Victorian FTA.

Accepting payment without intending to supply

The claimant in an action relating to accepting payment without intending to supply should only be required to prove that the supplier failed to supply the goods after accepting payment. In addition, a maximum limit should be imposed on the amount or percentage of the purchase price that may be taken as a deposit for goods that have been ordered, but not yet delivered.

Provisions relating to mandatory disclosure

Yes, the ACL should include a provision providing for minimum standards for consumer documents. These standards should prohibit the use of illegible or ambiguously worded or presented documents.

In addition, the ACL should include a provision relating to the disclosure of a supplier's address in documents, statements and advertisements.

The ACL should include a provision requiring the provision of an itemised bill on request.

Requirement to return replaced parts

The ACL should include a provision requiring a supplier to return replaced parts upon request.

Unsolicited services

The ACL should extend the current application of section 65 of the TPA, to services.

Yours sincerely

REDFERN LEGAL CENTRE

(Signed: P.K.Quarry)

Penny Quarry

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