StudentBounty.com LEGAL PROFESSION ADMISSION BOARD

MARCH 2014

COMPETITION & CONSUMER LAW

Time: Three Hours Candidates <u>must</u> attempt <u>one</u> (1) question only from Part A and two (2) questions from each of Part B and Part C for a total of five (5) questions. Please note the marks that have been allocated for each of the questions.

> Make sure that only the specified number of questions is answered, because only the first question attempted in Part A and the first two questions attempted in each of Part B and Part C will be marked.

All questions may be answered in one examination booklet.

Write the number of the question being answered on each page of the booklet:

Candidates must write their answers clearly. Lack of legibility may lead to a delay in the candidate's results being given and could, in some circumstances, result in the candidate receiving a fail grade

This examination is worth 80% of the total marks in this subject

Permitted Materials: This is a closed book examination. No materials are permitted in the examination room.

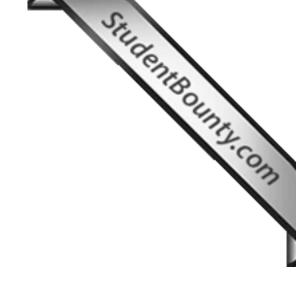
Attached to this paper are copies of:

- The Case List, as contained in the Law Extension Committee's subject guide;
- An abbreviated index of the relevant provisions of the Competition & Consumer Act 2010 (CCA); and
- An abbreviated index of the relevant provisions of the Australian Consumer Law (ACL).

As some instances of cheating and of bringing unauthorised material into the examination room have come to the attention of the Admission Board, candidates are warned that such conduct will result in instant expulsion from the examination and may result in exclusion from all further examinations.

This examination should not be relied on as a guide to the form or content of future examinations in this subject.

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CCA: Competition & Consumer Act ACL: Australian Consumer Law

PART A

Attempt only <u>ONE</u> (1) question in this part.

Question 1

Write notes on only FOUR (4) of the following:

- a. Differentiation between "a Corporation" "(s4 CCA) and "a person" as referred to in the CCA/ACL.
- b. Circumstances when Commonwealth government authorities, may be subject to the CCA. (s2A CCA).
- c. Contracts, arrangements and understandings (s 4D, 45 of CCA).
- d. "Per se offences" in CCA.
- e. 5 forms of statutory guarantees applying to goods and services (Part 3 2 ACL).
- f. The statutory consumer guarantee rights of gift recipients (s 266 ACL).
- g. What is meant by "unconscionable conduct within the meaning of the unwritten law", (s 20 of the ACL)?
- h. The remedies available against suppliers of goods when there is a major failure to comply with the statutory guarantee as to acceptable quality.

(20 marks)

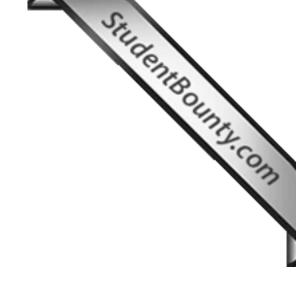
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OR

Question 2

Answer only <u>TWO</u> (2) of the following:

- (a) Based on the definition of "markets" in section 4E of the CCA and case law, derive the market for **only two (2)** of the following:
 - i. Fresh milk in either glass, plastic or Tetra Pak containers;
 - ii. Chicken fertiliser, in pellet form, contained in 50 kg plastic bags;
 - iii. Gluten free bakery products (cakes, savoury and sweet pastries & bread) made and sold by a bakery in Broken Hill;
 - iv. A popular published street directory for the city of Adelaide;
 - v. Daily disposable contact lenses.



(Part A Question 2 continued)

- StudentBounty.com (b) When is a contract, arrangement or understanding or a proposed contract, arrangement or understanding to be taken to contain an exclusionary provision? (Section 4 D)
- (c) Explain which of the following acquisitions may be taken to have been made by a consumer (s3 of ACL):
 - i. 100 solar panels, each costing \$5000, to power machinery at a factory;
 - Installation of the solar panels by a qualified electrician during the ii. construction of a factory;
 - iii. A small wind turbine, costing \$15,000, to power a generator on a hobby farm;
 - iv. An 8 seater minibus, costing \$57,000;
 - 2 silver ingots, costing \$6,000 suitable for transforming into jewellery. ν.

(20 marks)

PART B

Attempt any TWO (2) questions in this part.

Question 1

Super Snow Products Pty Limited ("SSP") manufactures and distributes a range of exclusive and premium quality ski equipment including boots, bindings, skis, snowboards, clothing and accessories. The "SSP" label is worn by 90% of professional skiers as well as by those who can afford their high prices.

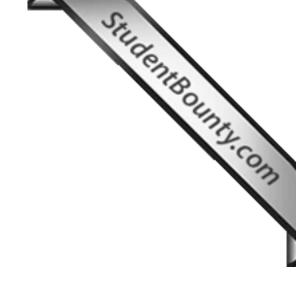
Since it started in 1998, SSP has sold its products through exclusive boutique ski shops and up market sports stores. To a limited extent, SSP has commenced selling directly over the Internet but is careful not to undercut the price charged by their distributors.

Sports Galore Pty Limited ("SG") is one of the sport shops supplied with SSP's products. They have shops in Parramatta, Canberra and Jindabyne.

Three (3) months ago, SG changed its trading name to "Sports Discounts" and installed a large sign in the front window of their Parramatta shop which said; "Discounted ski gear. You won't do better."

SG also commenced selling via the Internet and for the past 6 weeks, advertised SSP's skis, snowboards and gloves at a "50% discount".

(Part B Question 1 continues)



(Part B Question 1 continued)

Three (3) weeks ago an SSP representative visited the Parramatta store and said store manager:

StudentBounty.com "You should look closely at your strategy because I am having great trouble convincing my management to continue supporting your shop".

SG has continued to advertise SSP's skis, gloves and snowboards via the Internet at a 50% discount and to generally discount all products in their Parramatta shop.

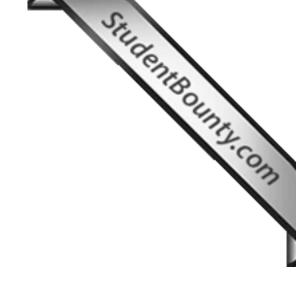
SG has begun to experience delays in the supply of gloves and clothing and have not received any of the latest model skis, bindings, boots and snowboards, as ordered, from SSP.

Advise SSP as to whether they have misused their market power (s 46 of the CCA).

- i. Key facts (3 marks)
- ii. Threshold issues (4 marks)
- iii. "Market power" (4 marks)
- "Taking advantage" (3 marks) iv.
- Prescribed anti-competitive purpose (3 marks) v.
- vi. **Conclusion (3 marks)**

(20 Marks)

(Part B Question 2 follows)



Question 2

Assume the relevant facts contained in Part B question 1 and that in addition to statements made 3 weeks ago by an SSP representative to SG, he said:

StudentBounty.com "You should check out the other retailers in the area because they are complaining about your pricing strategy. You are destroying them and we will not put up with it any longer. Some of your prices are below cost and we know that you are using that to sell other brands with higher mark-ups"

Advise SG as to whether they should commence an action against SSP for engaging in resale price maintenance (s 48 of CCA).

(20 marks)

Question 3

Nigel and Joan conduct a popular programme on a commercial radio station, 2YIMA.

They regularly engage in on-air practical jokes.

During their programme, they telephoned Bruno Bulisconi ("Bruno"), the managing director of a company that makes and sells a range of Italian pastries after Nigel had experienced an annoying delay in being served at Bruno's bakery earlier that day.

They said in a very official voice: "We are from the New South Wales Food Hygiene Authority which is part of NSW Health. We have received a report that your shop is unhygienic and that you have been selling cakes containing salmonella. At least 6 people have had to go to hospital due to food poisoning.

We will be sending our inspectors to your establishment this morning but in the meantime you should close down."

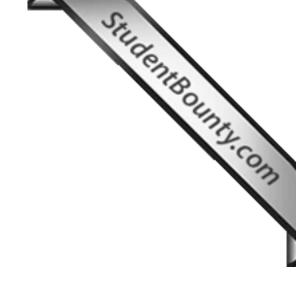
Both Nigel and Joan knew that Bruno, had a poor command of the English language.

Being highly agitated and worried about his future Bruno, immediately stopped producing product and closed the shop. 7 casual employees were sent home.

Nigel and Joan attempted to ring back and share the joke with Bruno but he was too busy to answer the phone.

Even when he reopened, a number of patrons, who had heard the broadcast and believed it to be genuine, refused to patronise the bakery.

(Part B Question 3 continues)



(Part B Question 3 continued)

StudentBounts.com Advise Bruno as to any action he may have against 2YIMA, Nigel and Joan pursuant to at least 2 of the deceptive trade practices sections in the ACL.

- i. Key facts (4 marks)
- ii. Threshold issues, including conduct (6 marks)
- iii. Audience related issues (6 marks)
- iv. Conclusion (4 marks)

(20 Marks)

PART C

Attempt any <u>TWO</u> (2) questions in this part.

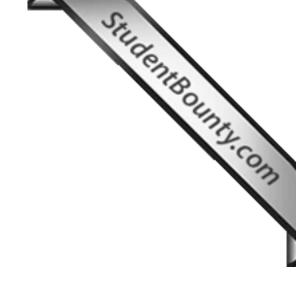
Question 1

Write notes on the significance of only TWO (2) of the following cases:

- i. Yorke v Lucas (1983) 49 ALR 672
- ii. Sykes v Reserve Bank of Australia (1988) 88 FC R 511
- iii. Truth About Motorways P/L v Macquarie Infrastructure Investment Management Ltd (2000) 169 ALR 616
- iv. Butcher v Llachlan Elder Realty Pty Limited (2004) 218 CLR 592
- Effem Foods Ltd v Nicholls [2004] ATPR 42-034 ν.
- vi. NSW Lotteries v Kuzmanovski [2011] FCAFC 106 (24 August 2011)

(10 marks)

(Question 2 follows)



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Question 2

*stentBounts.com Explain the circumstances in which a person may breach the unconscion conduct provisions in connection with goods or services (s21 & 22 of ACL).

- i. | Threshold issues in s21 (3 marks)
- ii. Application of section 21 of the ACL (3 marks)
- iii. Application of section 22 of the ACL (4 marks)

Question 3

Identify 5 remedial orders the Court can make under s87 of the CCA and pursuant to section 243 of the ACL.

(10 marks)

Question 4

Explain

i. What actions may be brought against manufacturers for goods with a safety defect as prescribed in Part 3.5 of the ACL?

(8 marks)

ii. The time limitations for commencing a defective goods action.

(2 marks)

Question 5

Differentiate between "full line forcing" and "third line forcing" (s47 CCA).

(10 marks)

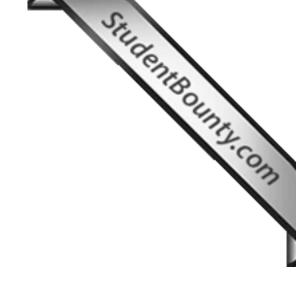
Question 6

- a. Identify the 2 preconditions, contained in s23 .ACL, which would make a term of a consumer contract void.
- b. Explain what is meant by an "unfair term" of a consumer contract pursuant to section 24 of ACL.
- c. Give 5 examples of unfair terms in a consumer contract (s25 ACL).

(10 marks)

END OF PAPER

(10 marks)



Please Note: The Course Materials section on the LEC Webcampus includes the lecture synopsis for the subject.

1. <u>CONSTITUTIONAL ISSUES,</u> <u>EXTENDED JURISDICTION,</u> <u>DEFINITIONS</u>

Re Trade Practices Tribunal: ex parte St George CC (1974) 130 CLR 533 R v Federal Court of Australia: ex parte W A National Football League (1979) 143 CLR 190

State Superannuation Board of Victoria v TPC (1982) 150 CLR 282

O'Brien v Smolonogov (1983) 53 ALR 107

Fencott v Muller (1983) 152 CLR 570 Hughes v WACA (1986) 69 ALR 660 E v The Australian Red Cross Society (1991) 99 ALR 601 at 630-47

SGIC v GIO of NSW (1991) 101 ALR 259

Crisp v ANZ Bank Corp (1994) ATPR 41-294

Dataflow P/L v Goodman (1999) 168 ALR 169

Application to Governments

JS McMillan P/L v C'w (1997) 77 FCR 337

State of NSW v R.T. & Y.E. Falls Investments P/L; R.T. & Y.E. Falls Investments P/L v State of NSW [2003] NSWCA 54 Village Building v Canberra International Airport (No 2) 2004 208 ALR 98 NT Power Generation Pty Ltd v Power and Water Authority [2004] 210 ALR 312

"In Trade or Commerce"

Concrete Constructions (NSW) v Nelson (1990) 169 CLR 594 ST Australian Federation of Consumer Organisations v Tobacco Institute of Australia (1991) 98 ALR 670 Pears v Balzer (1996) 137 ALR 180 Martin v TDR (1999) 163 ALR 79 McCormick v Riverwood International (Australia) Pty Ltd (1999) 167 ALR 689 Pritchard v Racecage (1997) 142 ALR 527

Village Building v Canberra International Airport (No 2) 2004 208 ALR 98; FCFCA210 ALR 114

Conduct by Silence

Demagogue v Ramensky (1992) 110 ALR 608,

Costa Vraca Pty Ltd v Berrigan Weed & Pest Control Pty Ltd (1998) 155 ALR 714

Peninsular Balmain Pty Ltd v Abigroup Contractors Pty Ltd [2002] NSWCA 211

Forwood Products v Gibbert [2002] ATPR 41-870 Metalcorp Recyclers Pty Ltd v Metal Manufacturers [2004] ATPR 46-243

2. <u>PART IV OF THE ACT –</u> <u>RESTRICTIVE TRADE</u> <u>PRACTICES</u>

(a) Definition of "market", competition policy

Mark Lyons v Bursill Sportsgear (1987) 75 ALR 581 Qld Co-op Milling Assoc (1976) 8 ALR 481 Singapore Airlines v Taprobane Tours WA (1991) 104 ALR 633 Australian Meat Holdings v Trade Practices Commission (1989) 11 ATPR 40-932 Trade Practices Commission v A I &S (1990) 92 ALR 395 *Trade Practices Commission v Arnotts* (1990) 97 ALR 555

(b) Cartel Conduct – Division 1

(c) Section 45: anti-competitive non-price

Top Performance Motors v Ira Berk (Queensland) (1975) 5 ALR 465 Trade Practices Commission v Nicholas Enterprises (No. 2) (1979) 26 ALR 609 Morphett Arms Hotel v Trade Practices Commission (1980) 30 ALR 88 Trade Practices Commission v Email (1980) 43 FLR 383 Trade Practices Commission v Ansett Transport (1978) 20 ALR 31 O'Brien Glass v Cool & Sons (1983) 48 ALR 625 Radio 2UE Sydney v Stereo FM (1982) 44 ALR 557 TPC v Tubemakers (1983) 5 ATPR 40-358 TPC v David Jones (Aust) (1986) 64 ALR 67 TPC v Service Station Assoc (1993) 116 ALR 643 News Limited v Australian Rugby Football League Limited (1996) 139 ALR 193 ACCC v CC (NSW) P/L (1999) 165 ALR 468 News Limited v South Sydney District Rugby League Football Club Ltd [2003] 200 ALR 157 Visy Paper P/ L v ACCC [2003] 201 ALR 414 Rural Press Ltd v ACCC [2003] 203 ALR 217 Apco Pty Ltd v ACCC [2005] FCAFC 161 ACCC v Leahy Petroleum Pty Ltd [2007] FCA 794 (29 May 2007)

(d) Section 46: misuse of market power

StudentBounty.com Top Performance Motors v Ira Be (Queensland) (1975) 5 ALR 465 Victorian Egg Marketing Board v Parkwood Eggs (1978) 33 FLR 294 TPC v CSBP and Farmers (1980) 53 FLR 135 Mark Lyons v Bursill Sportsgear (1987) 75 ALR 581 Q W I v BHP (1989) 167 CLR 177 ASX v Pont Data (1990) 97 ALR 513 Eastern Express v General Newspapers (1992) 106 ALR 297 Singapore Airlines v Taprobane Tours WA (1991) 104 ALR 633 Dowling v Dalgety (1992) 106 ALR 75 General Newspapers v AOTC (1993) ATPR 41-215 TPC v Pioneer Concrete (Qld) (1994) 124 ALR 685 Sita Qld Pty Ltd v Q'land (1999) 164 ALR 18 Melway Publishing Pty Ltd v Robert Hicks Pty Ltd (2001) 178 ALR 253

Monroe Topple & Associates v Institute of Chartered Accountants; (2002) ATPR 41-879 Boral Besser Masonry Ltd v ACCC [2003] 195 ALR 609

(e) Section 47: exclusive dealing (solus agreements, vertical customer and territorial restraints, third line forcing)

S W B Family Credit Union v Parramatta Tourist Services (1980) 48 FLR 445

Victorian Egg Marketing Board v Parkwood Eggs (1978) 33 FLR 294 Nashua Australia (1975) 1 TPCD 168 Trade Practices Commission v Legion Cabs (Trading) Co-operative Society (1978) 35 FLR 372 Dandy Power Equipment v Mercuny

Dandy Power Equipment v Mercury Marine (1982) 44 ALR 173 Outboard Marine Aust v Hecar Investments (No 6) (1982) 44 ALR 667 O'Brien Glass v Cool (1983) 48 ALR 625 *Castlemaine Tooheys v Williams and Hodgson Transport* (1986) 162 CLR 395

Paul Dainty Corporation v National Tennis Centre Trust (1990) 94 ALR 225

ACCC v Health Partners (1997) 151 ALR 662

Munday v ACT (No 2) (1999) 137 ACTR 53

Munroe Topple & Associates v Institute of Chartered Accountants; (2002) ATPR 41-879

Universal Music v ACCC [2003] 201 ALR 639

ACCC v Australian Safeway Stores Ltd (No 2) (2001) 119 FCR 1

(f) Sections 48 and 96-100: resale price maintenance

Bata Shoe Co -Aust v TPC (1980) 44 FLR 149

Ron Hodgson (Holdings) v Westco Motors (Distributors) (1980) 29 ALR 307

Trade Practices Commission v Orlane Australia (1984) 51 ALR 767 Trade Practices Commission v Mobil Oil Australia (1984) 55 ALR 527 BP Australia v Trade Practices Commission (1986) 66 ALR 148 Heating Centre v Trade Practices Commission (1986) 65 ALR 429 Trade Practices Commission v Penfolds Wines (1992) ATPR 41-163 ACCC v Australian Safeway Stores Ltd (1997) 145 ALR 36 & (No 2) (2001) 119 FCR 1 ACCC v Dermalogica Pty Ltd (2005) 215 ALR 482 ACCC v Jurlique International Pty Ltd

[2007] FCA 79

(g) Section 50: mergers/acquisitions

Trade Practices Commission v Ansett Transport Industries (1978) 32 FLR 305 TPC v Bowral Brickworks (1984) ALR 733 Australian Meat Holdings v TPC (1989) 11 ATPR 40-932 Trade Practices Commission v Australian Iron and Steel (1990) 92 ALR 395 TPA v Arnotts (1990) 97 ALR 555

3. <u>THE DECEPTIVE TRADE</u> <u>PRACTICES (ACL)</u>

(a) Predictions and promises

ACCC v IMB Group [1999] FCA 819 O'Neill v MBF of Australia [2002] 122 FCR 455 Digitech (Aust) v Brand 2004 NSWCA 58 Sykes v Reserve Bank (1988) 88 FCR 511, 158 ALR 710

(b) Misleading and deceptive

conduct

Hornsby Building Info Centre v Sydney Building Info Centre (1978) 140 CLR 216 McDonald's System of Australia v McWilliam's Wines (No 2) (1979) 41 FLR 429 Taco Co of Aust v Taco Bell (1982) 42 ALR177 Parkdale Furniture v Puxu (1982) 149 CLR 191 Gates v City Mutual Life Assurance Society (1986) 160 CLR 1 Glorie v WA Chip & Pulp (1981) 55 FLR 310 Smolonogov v O'Brien (1982) 67 FLR 311 Henjo Investments v Collins Marrickville (1988) 79 ALR 83 Campomar Sociedad, Limitada & Anor v Nike International Ltd & Anor (2000) 169 ALR 677 NSW Dairy Corp v Murray Goulburn Co-op (1989) 86 ALR 549 Telmak v Coles Myer (1989) 89 ALR 48

Fraser v NRMA Holdings (1995) 127 ALR 543

NRMA Holdings v Fraser (1995) 127 ALR 577

Cassidy v Saatchi & Saatchi [2004] ATPR 41-980

Bodum v DKSH Australia Pty Limited [2011] FCAFC 98 (5 August 2011) NSW Lotteries Corp Pty Ltd v Kuzmanovski [2011] FCAFC 106 (24 August 2011)

(C) Unconscionable conduct

NAB v Nobile (1988) 100 ALR 227 Zoneff v Elcom Credit Union (1990) 12 ATPR 41-009

Qantas v Cameron (1996) 145 ALR 294

ACCC v Samton Holdings (2002) 189 ALR 76

Monroe Topple & Associates v Institute of Chartered Accountants (2002) ATPR 41-879

ACCC v Berbatis Holdings [2003] 197 ALR153

ASIC v National Exchange [2005] 147FCR 132

ACCC v Lux Distributors Proprietary Ltd (2013) FCAFC 90 (15 August 2013).

(d) Other sections of ACL

Yorke v Lucas (1985) 158 CLR 661 Global Sportsman v Mirror Newspapers (1984) 55 ALR 25 Brown v The Jam Factory (1981) 53 FLR 340; 35 ALR 79 TPC v Pacific Dunlop (1994) ATPR 41-307 QDSV Holdings (t/as Bush Friends Aust) v TPC (1995) 131 ALR 493 Kizbean v W G and B (1995) 184 CLR 281 Qantas v Cameron (1996) 145 ALR 294 Qantas Airways v Arauco (1996) 136 ALR 510

Nationwide News v ACCC (1996) 142 ALR212

StudentBounty.com Acohs Pty Ltd v Bashford Consula (1997) 144 ALR 528; (appeal) Bialkower v Acohs (1999) ATPR 41-685

Burg Design P/ d v Walli (1999) 162 ALR 639

Kenny & Good v MGICA (1999) 199 CLR 413

Henschke v Rosemount [2001] ATPR 41-793

Peninsular Balmain Pty Ltd v Abigroup Contractors Pty Ltd [2002] NSWCA 211

Cassidy v Saatchi & Saatchi [2004] ATPR 41-980

ACCC v Cadbury Schweppes (2004) FCA 516

Butcher v Lachlan Elder Realty Pty Limited (2004) 218 CLR 592 Campbell v Backoffice Investments Pty Limited [2009] HCA 25; 83 ALJR 903 ACCC v Kingisland Meatworks & Cellars FCA August 2012

Google v ACCC High Court 6 February 2013

PRODUCT LIABILITY – ACL PARTS 3.2 Div 1, 3 – 5 AND 5 – 4

Glendale Chemical P/L v ACCC (1998) 90 FCR 40 Ryan v Great Lakes Council [1999] FCA 177 Medtel Pty Ltd v Courtney [2003] 198 ALR 630 Effem Foods Ltd v Nicholls [2004] ATPR 42-034

5. ENFORCEMENT AND REMEDIES – PART VI OF CCA & CHAPTER 5 of ACL

(a) Enforcement

TPC v CSR (1991) 13 ATPR 41-076 TPC v Sun Alliance Aust (1994) ATPR 41-286 NW Frozen Foods v ACCC (1996) 141 ALR 640

TPC v Vales Wine Comp (1996) 145 ALR 241

ACCC v Aust Safeway Stores (1997) 145 ALR 36

ACCC v Aust Safeway Stores (No2) [2001] FCA 861 ACCC v George Weston Ltd & Lonergan [2004] 210 ALR 486 ACCC v Dermalogica Pty Ltd (2005)

215 ALR 482 ACCC v Jurlique International Pty Ltd [2007] FCA79 ACCC v Visy Industries Holdings Pty Ltd (No 3)[& Pratt, Debney, Carroll]

(b) Remedies and other related issues

[2007] FCA 1617

Phelps v Western Mining (1978) 20 ALR 183 World Series Cricket v Parish (1979) 16 ALR 191 Yorke v Lucas (1983) 49 ALR 672 TPC v Tubemakers of Aust (1983) 5 **TPR 321** Gates v The City Mutual Life Assurance Society (1986) 160 CLR 1 Henjo v Collins Marrickville (1989) 89 ALR 539 State of WA v Wardley Aust (1991) 102 ALR 213 Poseidon v Adelaide Petroleum (1992) ATPR 41-164 Kizbeau P/L v W G & B L (1995) 184 CLR 281 Gregg v Tasmania Trustees (1997) 143 ALR 328 Marks v GIO Ltd (1998) 196 CLR 497 McKellar v Container Terminal Management Services Ltd (1999) 165 ALR 409 Truth About Motorways P/L v Macquarie Infrastructure Investment Management Ltd (2000) 169 ALR 616

Henville v Walker (2001) 182 ALR 37 Blacker v NAB (2001) ATPR 41-817 I & L Securities Pty Ltd v HTW Valuers (Brisbane) Pty Ltd (2002) 76 AJLR 1461

Murphy v Overton Invest [2004] 2 ALR 26

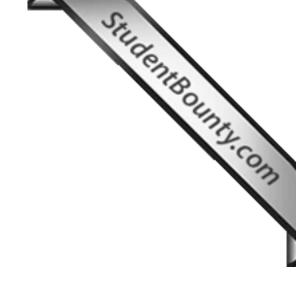
StudentBounty.com HTW Valuers (Central Qld) Pty Ltd v Astonland P/Ltd (2004) 211 ALR 79 Master Education Services v Ketchell [2008] HCA 38 (27/8/8) APIR Systems Limited v Donald

Financial Enterprises [2009] FCAFC 45 (9/4/9)

Unilever v Goodman Fielder [2009] FCA 1305 (13/11/9] Keller v L E D Technologies Pty Ltd

[2010] FCAFC (9/6/10) ACCC v Powerballwin Com.FC (23/4/10)

NSWLotteries Corp Pty Ltd v Kuzmanovski [2011] FCAFC 106 (24 August 2011



StudentBounty.com COMPETITION & CONSUMER ACT 2010 ("CCA") **INCORPORATING, IN SCHEDULE 2, THE AUSTRALIAN CONSUMER LAW ("ACL")**

ABBREVIATED INDEX FOR EXAM PURPOSES

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- 2A. Application of Act to Commonwealth and authorities
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- 2BA. Application of Part IV to local government bodies
- 2C. Activities that are not business
- 4. Interpretation
- 4B. Consumers
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- 4D. Exclusionary provisions
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- 4G. Lessening of competition to include preventing or hindering competition
- 4K. Loss or damage to include injury

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- Subdivision B—Offences etc.
- Subdivision C—Civil penalty provisions
- Subdivision D—Exceptions

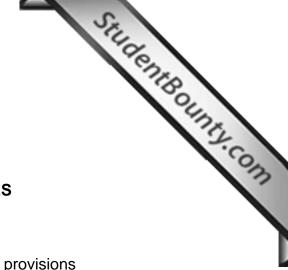
Division 2—Other provisions

- 45. Contracts, arrangements or understandings that restrict dealings or affect competition
- 46. Misuse of market power
- 47. Exclusive dealing
- 48. Resale price maintenance (refer to Part VIII of CCA as follows)
- 50. Acquisitions that would result in a substantial_lessening of competition

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- 97. Recommended prices
- 98. Withholding the supply of goods
- 99. Statements as to the minimum price of goods
- 100. Evidentiary provisions

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- 51AD. Contravention of industry codes

PART VI OF CCA – ENFORCEMENT AND REMEDIES

- 75B. Interpretation
- 76. Pecuniary penalties
- 76C. Defence to proceedings relating to exclusionary provisions
- 80. Injunctions
- 81. Divestiture where merger contravenes section 50 or 50A
- 82. Actions for damages
- 83. Finding in proceedings to be evidence
- 84. Conduct by directors, servants or agents
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THE AUSTRALIAN CONSUMER LAW CHAPTER 1 OF ACL--INTRODUCTION

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- 1 Application of this Schedule
- 2 Definitions
- 3 Meaning of *consumer*
- 4 Misleading representations with respect to future matters
- 7 Meaning of *manufacturer*
- 8 Goods affixed to land or premises
- 9 Meaning of safety defect in relation to goods
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- 21 Unconscionable conduct_in connection with goods or services
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26 Terms that define main subject matter of <u>consumer</u> contracts etc. are unaffected

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35 Bait advertising

Division 4--Pricing

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- 52 Guarantee as to undisturbed possession
- 53 Guarantee as to undisclosed securities etc.
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- 57 Guarantees relating to the <u>supply</u> of <u>goods</u> by sample or demonstration model
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- 60 Guarantee as to due care and skill
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- StudentBounty.com 141 Liability for loss or damage suffered by a person if land, buildings or fixtures are destroyed or damaged
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