

# **General law**

**A guide for businesses and legal practitioners**

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This guide was developed by:

- Australian Competition and Consumer Commission
- Australian Capital Territory Office of Regulatory Services
- Australian Securities and Investments Commission
- Consumer Affairs Victoria
- Consumer Affairs and Fair Trading Tasmania
- New South Wales Fair Trading
- Northern Territory Consumer Affairs
- Office of Consumer and Business Affairs South Australia
- Queensland Office of Fair Trading
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## Introduction

### About the Australian Consumer Law

- i. The Australian Consumer Law (ACL) aims to protect consumers and ensure fair trading in Australia.
- ii. It is a national, state and territory law from 1 January 2011 and includes unfair contract terms legislation introduced on 1 July 2010.
- iii. Under the ACL, consumers have the same protections, and businesses the same obligations and responsibilities, across Australia.
- iv. Australian courts and tribunals can enforce the ACL, including those of the states and territories. The regulators of this law include:
  - the Australian Competition and Consumer Commission (ACCC)
  - the Australian Securities and Investments Commission (ASIC)
  - each state and territory consumer protection agency.
- v. The ACL replaces previous Commonwealth, state and territory consumer protection legislation in fair trading acts. It is contained in a schedule to the *Trade Practices Act 1974*, which has been renamed the *Competition and Consumer Act 2010 (CCA)*.
- vi. Aspects of the ACL are reflected in the *Australian Securities and Investments Commission (ASIC) Act 2001* to protect consumers of financial products and services.

### About this guide

- vii. Consumer protection agencies across Australia have developed this guide to help businesses and legal practitioners understand the general law requirements of the ACL.
- viii. This guide covers:
  - misleading or deceptive conduct
  - unconscionable conduct
  - false or misleading representations and related offences
  - information standards
  - country of origin representations.
- ix. It explains the law in simple language but is no substitute for the legislation. The guide provides general information and examples - not legal advice or a definitive list of situations where the law applies.

- x. Other guides to the ACL cover:
- consumer guarantees
  - unfair contract terms
  - sales practices
  - compliance and enforcement
  - product safety.

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# 1. Misleading or deceptive conduct

1.1

## Summary

It is unlawful for a business to make statements in trade or commerce that:

- are misleading or deceptive
- would be likely to mislead or deceive.

Failing to disclose relevant information, promises, opinions and predictions can also be misleading and deceptive.

Businesses cannot rely on small print and disclaimers as an excuse for misleading and deceptive conduct.

ACL reference: Sections 18 and 19

## What is misleading or deceptive conduct?

1.2 'Conduct' includes actions and statements, such as:

- advertisements
- promotions
- quotations
- statements
- any representation made by a person.

1.3 Business conduct is likely to break the law if it creates a misleading overall impression among the intended audience about the price, value or quality of consumer goods or services.

1.4 Whether a business intended to mislead or deceive is irrelevant; what matters is how statements and actions - the 'business conduct' – could affect the thoughts and beliefs of a consumer.

## Puffery

1.5 'Puffery' is wildly exaggerated, fanciful or vague claims that no reasonable person could possibly treat seriously or find misleading.

1.6 For example:

- a café owner claims to make 'the best coffee in the world'
- 'all your dreams will come true' if you use a certain product.

1.7 There is no legal distinction between puffery and misleading or deceptive conduct.

## Silence

- 1.8 A business can break the law by failing to disclose relevant facts to a customer.
- 1.9 Silence can be misleading or deceptive when:
- one person fails to alert another to facts known only to them, and the facts are relevant to the decision
  - important details a person should know are not conveyed to them
  - a change in circumstance meant information already provided was incorrect.
- 1.10 Whether silence is misleading or deceptive will depend on the circumstances of each case.
- 1.11 For example, the following could be misleading:
- A restaurateur is selling her restaurant. When asked the reason for sale, she does not mention that she is selling because a similar restaurant is opening nearby.
- Legal reference: *Hardy v Your Tabs Pty Ltd (in Liq)* [2000] NSW CA 150

## Disclaimers and small print

- 1.12 Businesses cannot rely on disclaimers and small print as an excuse for misleading or deceptive conduct. For example:
- A large department store engaged in misleading conduct when it advertised '25 per cent off all clothing' but in small print excluded certain clothing and stated '15-40 per cent off house wares'. A court found this to be misleading conduct.
- Legal reference: *ACCC v Target Australia Pty Ltd* [2001] FCA 1326
- 1.13 However, consumers cannot ignore disclaimers. Prominently displaying disclaimers may be enough to protect a business, depending on the circumstances.
- 1.14 For example:
- A bank advertises low credit card interest rates for the first 12 months. The advertisement clearly indicates the low rates are only available to new customers who apply within a certain period. This disclaimer is sufficient because it clearly informs consumers about the terms and conditions.

Tip: Prominently display all disclaimers and small print.

## Predictions and opinions

- 1.15 A statement about the future that does not turn out to be true is not necessarily misleading or deceptive.
- 1.16 But promises, opinions and predictions can be misleading or deceptive if the person making the statement:
- knew it was untrue or incorrect
  - did not care whether it was true or not
  - had no reasonable grounds for making it.

- 1.17 For example:

A real estate agency was selling apartments with a view of the sea.

The agency assured prospective buyers that the view was protected because the land between the apartment block and the sea was zoned for low-rise development. This was based on information provided by a council officer.

However, the council officer was wrong. The zoning was about to change, allowing high-rise development. The agency had made a false statement about a future matter but had reasonable grounds, so was not liable for misleading consumers.

Journal reference: (2009) 17 TPLJ 25

- 1.18 A court will consider the circumstances and the effect or impact on the consumer when deciding if a prediction or opinion was misleading or deceptive.

## Exceptions for information providers

- 1.19 'Information providers' include media organisations such as:
- radio stations
  - television stations
  - publishers of newspapers or magazines (including online).
- 1.20 They are not subject to misleading and deceptive conduct laws when carrying out their business of providing information.
- 1.21 For example:
- A motor car trader who places a misleading advertisement in a major newspaper is liable for misleading or deceptive conduct statements in the advertisement, but the newspaper is not.



## **Penalties**

- 1.22 Misleading and deceptive conduct may lead to civil remedies including injunctions, damages, compensatory orders, orders for non-party consumers, non-punitive orders, adverse publicity and disqualification orders.
- 1.23 Fines and criminal sanctions do not apply, but penalties may apply if the conduct breaches the ACL in other ways.

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## 2. False or misleading representations

2.1

### Summary

It is unlawful to make false claims or misleading claims or representations:

- about the supply or possible supply of goods or services
- when promoting the supply or use of goods or services.

It is also unlawful to make false and misleading representations about:

- testimonials
- requirements to pay for guarantees, conditions and warranties for goods and services (more information: *Consumer guarantees: A guide for businesses and legal practitioners*)
- the sale or grant of an interest in land
- the availability, nature or the terms and conditions of employment
- the profitability, risk or other material aspect of any business activity that requires work or investment by a person.

Whether a representation is false or misleading will depend on the circumstances. A business accused of making a misleading testimonial has to produce evidence to show the testimonial is not.

Making false or misleading representations is an offence. The maximum fine is \$220,000 for an individual and \$1.1 million for a body corporate.

ACL reference: Sections 29-38 and sections 151-160

### What are false or misleading representations?

2.2 It is unlawful to make false claims or misleading descriptions:

- about the supply or possible supply of consumer goods or services
- when promoting the supply or use of goods or services.

2.3 For instance, a business must not make false or misleading representations about:

- the standard, quality, value or grade of goods or services
- the composition style, model or history of goods
- whether the goods are new
- a particular person agreeing to acquire goods or services
- testimonials by any person relating to goods or services
- the sponsorship, approval, performance characteristics, accessories, benefits and uses of goods or services
- the price of goods or services
- the availability of repair facilities or spare parts

- the place of origin of a product - for example, where it was made or assembled
- a buyer's need for the goods or services
- any guarantee, warranty or condition on the goods and services.

2.4 Courts have found false and misleading representations in these cases:

- a manufacturer sold socks, which were not pure cotton, labelled as 'pure cotton'  
Legal reference: TPC v Pacific Dunlop limited (1994) ATPR 41-307
- a retailer placed a label on garments showing a sale price and a higher, strikethrough price. However, the garments had never sold for the higher price  
Legal reference: TPC v Cue Design Pty Ltd (1996) A Crim R 500; ATPR 41-475
- a business made a series of untrue representations about the therapeutic benefits of negative ion mats it sold  
Legal reference: ACCC v Giraffe World Australia Pty Ltd (1999) 95 FCR 302; 166 ALR 74
- a motor repairer told a customer more repair work was needed on their car than was necessary  
Legal reference: Dawson v Motor Tyre Service Pty Ltd (1981) ATPR 40-223

2.5 Whether a representation is considered false or misleading will depend on the circumstances of each case. A representation that misleads one group of consumers may not necessarily mislead another group. For example:

People concerned about their body image may be more vulnerable to products claiming to enhance beauty.

2.6 A representation can be misleading even if it is true. For example, an advertisement falsely claiming a person has benefited from using a product, even though they have never used it. The product may work but the advertisement is still misleading, because the person has never used the product.

## Testimonials

2.7 It is unlawful to make false or misleading testimonials.

2.8 Testimonials are statements from previous customers about their experience with a product or service.

2.9 These can give consumers confidence in a product or service on the basis that another person - particularly a celebrity or well-known person - is satisfied with the goods or services.

2.10 Misleading representations can persuade customers to buy something to their detriment, based on belief in the testimonial.

2.11 Examples of false and misleading representations about testimonials include:

- A supplier published a newspaper advertisement about a 'nasal delivery system' to treat impotence or erectile dysfunction. The advertisement quoted an interview with a celebrity that falsely claimed he had suffered from impotence and the nasal delivery system had assisted in dealing with this condition.

Legal reference: ACCC v Advanced Medical Institute Pty Ltd (No 3) (2007) ATPR (Digest) 46-269

- An advertisement where an actor is portrayed as a real person and falsely claims to have reaped financial benefits from distributing health care products

2.12 In court, a representation about a testimonial is presumed to be misleading but not false. A business accused of making a misleading representation has to provide evidence to show it is not.

2.13 Tip: Make sure testimonials are true and correct when using them to endorse products.

### **Consumer guarantees - guarantees, conditions and warranties**

2.14 It is unlawful to make false or misleading representations about consumer guarantees.

2.15 For more information, see *Consumer guarantees: A guide for businesses and lawyers*.

### **Sale or grant of an interest in land**

2.16 A business must not make false or misleading representations about the sale or grant of an interest in land.

2.17 It must not:

- represent it has a sponsorship, approval or affiliation when it does not
- make false or misleading representations about the:
  - nature of the interest in land
  - price, location, characteristics or use that can be made of the land
  - availability of facilities.

For example, a real estate agent would be misrepresenting the characteristics of a property if advertising 'beachfront lots' that do not front the beach.

## **Employment and business activities**

- 2.18 It is unlawful to make false or misleading representations about the:
- availability, nature or terms and conditions of employment
  - profitability, risk or other material aspect of any business activity that requires work or investment by a person.

For example:

A second-hand truck dealer falsely told buyers they could get employment from certain places if they bought the dealer's trucks. The truck dealer was found guilty of misleading the buyers and fined.

Legal reference: *Wilde v Menville Pty Ltd* (1981) 50 FLR; 3 ATPR 40-195

## **Offering rebates, gifts, prizes and other free items**

- 2.19 It is unlawful to offer rebates, gifts, prizes or other free items without intending to provide them, or not providing them as offered.

- 2.20 The rebate, gift, prize or other free item must be provided within the specified time or, if no time was specified, within a reasonable time. For example:

A stereo equipment retailer held a promotion. Customers went into a draw to win prizes when they bought stereo equipment. The retailer felt the promotion had not been a financial success, so the closing date was extended and fake names were added to the draw. The retailer pleaded guilty and was fined.

Legal reference: *TPC v Calderton Corp Pty Ltd* (1994) ATPR 41-306

## **Misleading conduct as to the nature of goods and services**

- 2.21 Businesses must not engage in conduct likely to mislead the public about the nature, manufacturing process, characteristics, suitability for purpose or the quantity of any goods or services.

- 2.22 For example:

An importer sells bicycle helmets with labels indicating the helmets met a mandatory safety standard, even though the helmets were not tested during manufacture.

## **Unconscionable conduct**

2.23 Generally, 'unconscionable conduct' is a statement or action so unreasonable it defies good conscience.

2.24 A business must not act unconscionably when:

- selling or supplying goods and services to a consumer
- supplying or acquiring goods and services to or from a small business.

2.25 Examples of unconscionable conduct by a trader include:

- not properly explaining the conditions of a contract to a person they know does not speak English or has a learning disability
- not allowing sufficient time to read an agreement, ask questions or get advice
- using a friend or relative of the customer to influence the customer's decision
- inducing a person to sign a blank or one-sided contract
- taking advantage of a low-income consumer by making false statements about the real cost of a loan
- failing to disclose key contractual terms
- using high pressure tactics, such as refusing to take 'no' for an answer.

2.26 Note these are examples and not a complete list of unconscionable conduct. Sometimes these instances will not be unconscionable – it depends on the circumstances.

## **Bait advertising**

2.27 'Bait advertising' usually happens when a business advertises goods at a certain price but does not have a reasonable supply for customers to buy.

2.28 For example:

An electronics retailer runs a major national campaign advertising 50-inch televisions at a low price of \$799 for a week-long sale. The retailer usually sells about 30 televisions of this type every week. The retailer only stocks two televisions at the advertised price and refuses to take customer orders. When customers attempt to buy the television at the advertised price, they are told it is out of stock and offered a more expensive unit for \$999. This is likely to be bait advertising as the retailer does not have a reasonable supply of the advertised television.

## **Wrongly accepting payments for goods or services**

2.29 Businesses must not accept payment for goods or services:

- they do not intend to supply
- if they know, or should have known, they would not be able to supply the goods or services in a timely manner.

2.30 For example, a landscaper contracts to provide yellow paving stones, knowing that only grey paving stones are available at the time of the agreement.

2.31 This part of the law is not intended to affect businesses who genuinely try to meet supply agreements. A business may avoid prosecution if:

- the failure to supply was due to something beyond its control, and
- it exercised due diligence and took reasonable precautions.

## **Exceptions for information providers**

2.32 'Information providers' include media organisations such as:

- radio stations
- television stations
- publishers of newspapers or magazines (including online).

2.33 They are not subject to misleading and deceptive conduct laws when carrying out the business of providing information. For example:

A motor car trader who places a misleading advertisement in a major newspaper is liable for misleading or deceptive conduct statements in the advertisement, but the newspaper publisher is not.

## **Penalties**

2.34 Making false or misleading representations is an offence.

2.35 The maximum fine is \$220,000 for an individual and \$1.1 million for a body corporate. Civil penalties for the same amount apply.

2.36 Before prosecution, consumer protection agencies can:

- require a business to provide information that will support claims or representations made about goods or services
- accept court-enforceable undertakings
- issue public warning notices.

### 3. Representations about country of origin

3.1

#### Summary

Businesses must not make false or misleading representations about the country of origin of goods.

A representation about country of origin includes words, a picture or both, either:

- attached to the goods - for instance, on a label
- in promotional material linked to the goods.

Claims about country of origin include:

- 'made in' a specified country
- 'produce of', 'product of' or 'produced in' a country
- use of a prescribed logo
- claims that goods, or ingredients or components were 'grown in' a country.

The ACL sets out criteria for businesses to follow when making claims about the country of origin of goods.

ACL reference: Sections 254-258

#### What is a 'country of origin' representation?

3.2 Businesses must not make false or misleading representations about the country of origin of goods.

3.3 A representation about country of origin can include words, a picture or both, indicating that goods were made, produced or grown in a particular country.

3.4 The representation can be either:

- attached to the goods - for instance, on a label
- in promotional material linked to the goods.

3.5 Words or pictures that are an essential part of the goods are not necessarily a representation about country of origin.

3.6 For example:

A t-shirt with a 'Made in Australia' label makes a representation about country of origin. A t-shirt emblazoned with the word 'Australia' as part of its design, does not.



3.7 A business must ensure absence of a country of origin representation does not imply one, because of other statements or signs associated with a good.

3.8 For example, a person may buy a 'genuine Turkish rug' believing it is made in Turkey, when it is actually made in China.

3.9 Representations about country of origin include:

- 'made in' a specified country
- 'produce of', 'product of' or 'produced in' a country
- use of a prescribed logo
- claims that goods, or ingredients or components, were 'grown in' a specified country.

3.10 The ACL provides certain legal protections for businesses that make country of origin representations, provided they meet criteria set out in the law.

### **Criteria for country of origin claims**

3.11 The ACL sets out certain criteria for claims about the country of origin of goods.

3.12 The criteria apply to claims about *country*, not *region* - for example, they do not apply to 'made in Tasmania' or 'made in California'

3.13 If a business is accused of making a false or misleading claim about country of origin, it must point to evidence that the claim meets the criteria set out in the ACL.

### **'Made in' claims**

3.14 For a business to claim goods are 'made in' a particular country:

- the goods must be *substantially transformed* in that country, and
- 50 per cent or more of the *cost of producing or manufacturing* the goods must be incurred in that country.

## Substantial transformation

3.15 This means the product undergoes a fundamental change in the country represented. The changes can be to the product's appearance, operation or purpose.

3.16 Processes that lead to substantial transformation include:

- processing imported and Australian ingredients into a finished food product, such as the production of a cake from imported spices, fruit and flour and Australian sugar
- production of a newspaper using imported ink
- moulding sheet metal into a car panel
- manufacturing flour from wheat.

3.17 It does not include:

- reconstituting imported fruit juice concentrate into fruit juice for sale - whether or not Australian water, sugar, preservatives and packaging were used
- assembling imported components into household or other items - for example: white goods, furniture or electronic goods.

## Costs of producing or manufacturing goods

3.18 The cost of producing and manufacturing goods includes the producer or manufacturer's expenditure on:

- *materials* to produce or manufacture the goods. This includes:
  - purchase price
  - overseas freight and insurance
  - port and clearance charges
  - inward transport to store.

It does not include:

- customs and excise duty
- sales tax
- goods and services tax
- *labour* related to and reasonably allocated to the production or manufacture of the goods. This includes:
  - manufacturing wages and employee benefits
  - supervision and training
  - quality control
  - packing goods into inner containers
- *overheads* related to and reasonably allocated to the production or manufacture of the goods. This includes:
  - inspection and testing of goods and materials
  - insurance and leasing of equipment
  - vehicle expenses
  - storage of goods at the factory.

3.19 For example:

A good has a total production cost of \$85. It contains material costs of \$45, labour costs of \$25 and overheads of \$15. The labour and overheads were incurred in Australia.

If all the materials are imported, the good cannot carry the 'Made in Australia' label. The criteria for this label requires more than half the total cost to be incurred in the claimed country of origin. See *'Made in' claims* on p17.

If Australian materials costing \$5 were used with \$40 of imported materials, the goods could be labelled 'Made in Australia' – more than half the total cost was incurred in this country.

### **'Product of' claims**

3.20 For a business to claim goods are 'produced in', 'produce of' or 'product of' a particular country:

- all or virtually all of the production or manufacturing processes must happen in that country (see *Cost of producing or manufacturing goods* above), and
- all of the significant ingredients or components must come from that country. An ingredient or component does not have to be a certain percentage to be 'significant'. For example:

An apple and cranberry juice bottle can carry a 'produce of Australia' label only if both juices are from Australia.

Even though the cranberry juice is about five per cent of the total volume, it is 'significant' to the product and the label would be misleading if the cranberry juice was imported.

The final product may contain an imported preservative and still be 'produce of Australia'; the cranberry juice is 'significant', the preservative is not.

### **Claims of origin based on use of a prescribed logo**

3.21 If a business labels a product with a prescribed logo the goods must:

- pass the substantial transformation test (see pxx), and
- meet the prescribed percentage of production or manufacturing costs that apply for that logo. See *Cost of producing or manufacturing goods* on p18.

No logos were prescribed in the ACL at the time of publication.

## **'Grown in' claims**

3.22 A business can lawfully claim goods are 'grown in' a particular country when:

- at least 50 per cent of the total weight comprises ingredients or components grown and processed in that country
- virtually all production or manufacturing processes happened in that country, and
- each significant ingredient or significant component was grown and processed only in that country. An ingredient or component does not have to be a certain percentage to be 'significant' – see the example under *'Product of' claims* on p19.

## **Certification trade marks**

3.23 The country of origin of a good may also be represented by use of a certification trade mark, such as the 'Australian Made, Australian Grown' (AMAG) logo. The AMAG logo and other certification trade marks may only be used by businesses licensed by the owner of the mark.

## **Penalties**

3.24 Making false or misleading representations is an offence.

The maximum fine is \$220,000 for an individual and \$1.1 million for a body corporate. Civil penalties for the same amount may apply.

3.25 Before prosecution, consumer protection agencies can:

- require a business to provide information that will support claims or representations made about goods or services
- accept court-enforceable undertakings
- issue public warning notices.

## 4. Information standards

4.1

### Summary

Information standards regulate the type and amount of information provided to consumers about goods and services.

An information standard for goods or services can:

- require particular information to be provided, or not
- set the form or manner of this information
- give a certain meaning to information.

Supplying goods and services that do not comply with an information standard is an offence.

ACL reference: Sections 134-137 and sections 203-204

### What are information standards?

4.2 Information standards regulate the type and amount of information provided to consumers about goods and services.

4.3 The Commonwealth minister responsible for administering the ACL can:

- make new information standards
- declare an existing standard as a national information standard. For example, the minister can declare a standard issued by Standards Australia, a non-government organisation, as a national standard.

4.4 An information standard for goods or services can:

- require particular information to be provided, or not
- set the form or manner of this information
- give a certain meaning to information.

4.5 The ACL recognises the following mandatory information standards:

- fibre content labelling of textile products - labels must state the various percentages of different fibres, such as wool or cotton, in the textile
- care labelling for clothing and textile products - labels should include appropriate instructions to help consumers care for the item
- ingredient labelling of cosmetics and toiletries - labels must state the ingredients to help consumers compare products, identify ingredients and avoid adverse reactions.

4.6 The ACL also allows Australian governments to regulate consumer goods or product-related services by imposing mandatory safety standards. For more information, see *Product safety: A guide for businesses and lawyers*.

## **Business responsibilities**

4.7 Suppliers, manufacturers, importers, distributors, hirers and retailers must:

- ensure goods and services they supply comply with relevant information standards, if sold within Australia
- be familiar with information standards relevant to those goods and services.

4.8 For example:

A retailer sold imported dresses not properly labelled with instructions for washing, dry-cleaning and ironing. The retailer was fined because the labels did not contain all instructions required by the information standard.

Legal reference: Hamlyn v Mark Foy's Pty Ltd (1982) ATPR 40-316

## **Penalties**

4.9 Supplying goods and services that do not comply with an information standard is an offence.

4.10 The maximum penalty is \$1.1 million for a body corporate and \$220,000 for an individual. Civil penalties for the same amount may apply.

4.11 Breaching an information standard can also lead to injunctions, personal damages, compensatory orders, corrective advertising orders and adverse publicity orders.

## Glossary and abbreviations

### Glossary

Term	Definition
acquire	to take possession of something by hiring, leasing or buying it, and by exchange or gift
body corporate	includes a company registered under the <i>Corporations Act 2001</i> , an incorporated association, a cooperative or an owners' corporation.
buy	see 'acquire'
consumer	<p>a person who buys:</p> <ul style="list-style-type: none"> <li>• any type of goods or services costing up to \$40,000 (or any other amount stated in the ACL Regulations)</li> <li>• goods or services which would normally be for personal, domestic or household use, or</li> <li>• goods which consist of a vehicle or trailer used mainly to transport goods on public roads.</li> </ul> <p>Australian courts have said that the following are not normally used for personal, domestic or household purposes:</p> <ul style="list-style-type: none"> <li>• an airseeder</li> <li>• a large tractor</li> <li>• a reduction photocopier</li> </ul>
consumer goods	goods intended, or likely, to be used for personal, domestic or household use or consumption
goods	<p>includes, among other things:</p> <ul style="list-style-type: none"> <li>• animals</li> <li>• gas, electricity and water</li> <li>• computer software</li> <li>• second-hand goods</li> <li>• ships, aircraft and other vehicles</li> <li>• minerals, trees and crops, whether on or attached to land</li> <li>• any component part of, or accessory to, goods</li> </ul>
liability	an obligation to put right a problem - for example, fixing a defective product, providing compensation or taking other action

manufacturer	<p>includes a person who:</p> <ul style="list-style-type: none"> <li>grows, extracts, produces, processes or assembles goods</li> <li>holds him/herself out to the public as the manufacturer of goods</li> <li>causes or permits his/her name, business name or brand mark to be applied to goods he/she supplies</li> <li>permits him/herself to be held out as the manufacturer by another person, or</li> <li>imports goods into Australia where the manufacturer of the goods does not have a place of business in Australia</li> </ul>
product-related services	<p>means a service for or relating to:</p> <ul style="list-style-type: none"> <li>the installation of consumer goods of a particular kind</li> <li>the maintenance, repair or cleaning of consumer goods of a particular kind</li> <li>the assembly of consumer goods of a particular kind</li> <li>the delivery of consumer goods of a particular kind.</li> </ul> <p>Without limiting any of the above, the definition also includes any other service that relates to the supply of consumer goods of that kind</p>
regulator	the Australian Competition and Consumer Commission or state/territory consumer protection agencies
services	<p>duties, work, facilities, rights or benefits provided in the course of business, for example:</p> <ul style="list-style-type: none"> <li>dry cleaning</li> <li>installing or repairing consumer goods</li> <li>providing swimming lessons</li> <li>lawyers' services</li> </ul>
supplier	someone who, in trade or commerce, sells goods or services and is commonly referred to as a 'trader', 'retailer' or 'service provider'
supply	<p>includes:</p> <ul style="list-style-type: none"> <li>in relation to goods – supply (including re-supply) by way of sale, exchange, lease, hire or hire-purchase, and</li> <li>in relation to services – provide, grant or confer</li> </ul>

## Abbreviations

ACL	Australian Consumer Law
ACCC	Australian Competition and Consumer Commission
ASIC	Australian Securities and Investments Commission



## Contacts

### **Australian Competition and Consumer Commission**

GPO Box 3131  
Canberra ACT 2601  
Tel: 1300 302 502  
[accc.gov.au](http://accc.gov.au)

### **Australian Capital Territory Office of Regulatory Services**

GPO Box 158  
Canberra ACT 2601  
Tel: (02) 6207 0400  
[ors.act.gov.au](http://ors.act.gov.au)

### **New South Wales NSW Fair Trading**

PO Box 972  
Parramatta NSW 2124  
Tel: 13 32 20  
[fairtrading.nsw.gov.au](http://fairtrading.nsw.gov.au)

### **Northern Territory Office of Consumer Affairs**

GPO Box 1722  
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[consumeraffairs.nt.gov.au](http://consumeraffairs.nt.gov.au)

### **Queensland Office of Fair Trading**

GPO Box 3111  
Brisbane QLD 4001  
Tel: 13 74 68  
[fairtrading.qld.gov.au](http://fairtrading.qld.gov.au)

### **South Australia Office of Consumer & Business Affairs**

GPO Box 1719  
Adelaide SA 5001  
Tel: (08) 8204 9777  
[ocba.sa.gov.au](http://ocba.sa.gov.au)

### **Tasmania Office of Consumer Affairs & Fair Trading**

GPO Box 1244  
Hobart TAS 7001  
Tel: 1300 654 499  
[consumer.tas.gov.au](http://consumer.tas.gov.au)

### **Victoria Consumer Affairs Victoria**

GPO Box 123  
Melbourne 3001  
Tel: 1300 55 81 81  
[consumer.vic.gov.au](http://consumer.vic.gov.au)

### **Western Australia Department of Commerce**

Locked Bag 14  
Cloisters Square WA 6850  
Tel: 1300 30 40 54  
[commerce.wa.gov.au](http://commerce.wa.gov.au)

### **Australian Securities and Investments Commission**

PO Box 9827  
(in your capital city)  
Tel. 1300 300 630  
asic.gov.au