



# Small business and the Competition and Consumer Act

**Your rights and responsibilities**

2018



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Australian Competition and Consumer Commission  
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## About this guide

This guide will help small business operators to understand their key **rights and responsibilities** under Australia's competition and consumer laws.

It doesn't matter whether you're a sole trader working from home or a business with two, 20 or 200 employees; if you're engaging in some type of regular business-like conduct (e.g. buying or selling goods or services) you must comply with the *Competition and Consumer Act 2010* (CCA).

The CCA is a national law that governs how all businesses in Australia must deal with their customers, competitors and suppliers. The law is designed to enable all businesses to compete on their merits in a fair and open market, while also ensuring consumers are treated fairly.

Some of these rights and obligations are set out in the Australian Consumer Law (ACL), which you can find in Schedule 2 of the CCA. The ACL is the primary consumer protection law in Australia and applies the same way in each state and territory. These laws not only regulate your behaviour but also offer you certain protections in your dealings with other businesses.

If you fail to comply with your obligations under the CCA or ACL, you are breaking the law.

# Key rights and responsibilities

Under the CCA and ACL, you have obligations as a supplier, as well as rights in your capacity as a purchaser of goods and services. Some of these are outlined below:

- You can seek to have an **unfair contract term** in a small business standard form contract declared void by the Courts.
- You can **collectively bargain** with other small businesses against a larger firm, provided you get ACCC approval to do so in advance.
- You are **free to set your prices** and discount your goods and services as you see fit. Suppliers can't force you to charge their recommended retail price.
- You must not engage in **unconscionable conduct** and other businesses must not engage in unconscionable contact in their dealings with you.
- There are circumstances where it may be illegal for another business to **refuse to supply** to you.
- You **must not collude** with your competitors. This means that you must not enter into, or attempt to enter into contracts, arrangements or understandings with competitors about things such as:
  - prices
  - goods or services that will be supplied
  - where goods or services will be sold or who they'll be sold to.
- You must identify and **remove unsafe products** and product-related services from the market.
- A series of **automatic guarantees apply to consumers** when they buy goods or services. You must honour these guarantees and not mislead consumers about the existence, exclusion or effect of them. You may also be protected by these guarantees when buying goods or services as a consumer.
- If you provide a remedy to a consumer for a problem caused by a **manufacturing defect**, you are entitled to a reimbursement of your costs from the manufacturer.
- You don't have to provide a refund if a consumer has simply **changed their mind**.
- Your advertising material, and any statements (including country of origin statements) made by your business must be **clear, accurate and truthful**. You can't mislead people and other businesses can't mislead you.
- You must provide a **receipt** if a consumer requests one or the transaction is over \$75.



## Pricing and promoting your business

Promotional activities are an important part of building a brand and attracting new customers. When advertising and selling your goods or services, you must:

- ✓ ensure any claims or statements are truthful and not misleading
- ✓ always disclose the full price of goods or services
- ✗ not engage in conduct that's likely to mislead or deceive.

### False or misleading claims

It's illegal for a business to make representations about a good or service that is incorrect or likely to create a false impression. For example, adding fake 'reviews' to your website encouraging consumers to purchase your goods.

Representations are essentially words and/or images that suggest something about a good or service to the consumer.

It doesn't matter whether a false or misleading statement was intentional or not. A business that misleads its customers is breaking the law.

Representations can be made through advertisements or statements in any media (print, radio, television, social media and online), on product packaging, or in statements made by a person representing your business.

- ▶ **Example:** An online store promotes its pillows and bedding as hypoallergenic, and having been endorsed by an asthma association. However, no such endorsement has been given and no testing has been undertaken to verify that the material used is unlikely to cause an allergic response. Such claims are likely to be false or misleading and in breach of the ACL.

An exception to this rule is 'puffery' (i.e. wildly exaggerated or vague claims that no one could possibly treat seriously). For example, a claim by a café that they have 'the best coffee in Sydney'.

When trying to determine whether something is misleading, you should consider what impression the representation will create in the mind of your customers. If the use of particular words or images reasonably leads to a conclusion that's something other than the truth, you risk breaching the law.

Failing to pass on relevant information may also be misleading if the customer has the wrong idea about your product or service and is relying on your advice.

► **Tip:** If you're worried about the impression created by your packaging or advertising, show the designs to family, friends or other people who aren't involved in your business. Ask them what they think is being implied.

You should go back to the drawing board if they think it means something other than the truth.

## Fine print qualifications

Businesses can't rely on small print and disclaimers as an excuse for a misleading overall message. Providing additional information in the 'fine print' or at a later stage won't excuse misleading omissions or misleading claims in the initial material. If your business needs to qualify its advertisements, make sure the qualifying statements are clear and prominent so consumers know what the real offer is.

Any qualification shouldn't directly contradict prominent features of the advertisement, such as promoting a product as 'free' when the fine print indicates a payment is required.

► **Example:** A residential gardener offers every fifth lawn mowing at half-price. The offer is made through a series of radio ads, with a quick mention that 'terms and conditions apply'. The terms and conditions are onerous: the deal only applies to lawn mowing on Monday mornings, the customer must be a pensioner and live within a 2 km radius of the business.

The failure to clarify or explain important elements of the offer is likely to mislead customers and breach the ACL.

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

When supplying or promoting goods or services, it's illegal to offer rebates, gifts, prizes or other free items without intending to provide them. You will also be in breach of the ACL if you fail to provide them as promised. A rebate or gift must be provided within the specified time or, if no timeframe was specified, within a *reasonable* time.

► **Example:** A retailer advertises that its customers will go into a draw to win a prize if they spend over \$200 in one transaction. The business adds a fictional person to the draw and announces them as the winner. The result is that the prize offered isn't given to any of the business's actual customers. This practice is unlawful.

## Displaying prices

In general, businesses are free to set their own prices. However, special rules apply under the ACL to ensure you provide clear and accurate pricing for goods and services to minimise the risk of consumers being misled.

► **Tip:** Clearly explain your terms and conditions, including pricing, to your customers before they agree to make a purchase. Doing this may help to reduce cost disputes down the track.

When you present prices to your customers, you must state the total cost (i.e. the minimum overall amount to be paid). If you choose to advertise a price that's only one component of the total cost (e.g. the monthly fee of a two-year contract), the total price must also be displayed as a single figure at least as prominently as the part price.

The total price must include any tax, duty, fee, levy or other additional charges (e.g. GST).<sup>1</sup> This rule generally doesn't apply in business-to-business transactions.

► **Example:** A personal trainer advertises his services at \$60 per hour. However, the trainer also imposes an equipment fee of \$3 and the service attracts 10 per cent GST.

The correct way to advertise the trainer's hourly rate is either:

Hourly rate: <b>\$69.30</b>	or	Hourly rate: \$63 + \$6.30 GST = <b>\$69.30</b>	or	Hourly rate: \$60 + \$3 equipment fee + \$6.30 GST = <b>\$69.30</b>
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## Multiple pricing

Sometimes discrepancies will arise between displayed prices. For example, a shirt that's advertised in the store catalogue as \$19.95 but the price on the display is \$29.95. This is known as 'multiple pricing'.

When this occurs, the business must either sell the good for the lowest displayed (or advertised) price or withdraw the goods from sale until the price is corrected.

This rule doesn't apply if:

- the advertisement states that prices vary in different regions
- one price is entirely hidden by another price
- a unit price is shown
- a price is displayed in an overseas currency.

► **Example:** A customer finds a coffee table for \$350 in a furniture retailer's catalogue. When the customer visits the retailer's store, they find the same coffee table marked at \$380. The retailer must either allow the customer to purchase the table at the \$350 advertised price, or withdraw the coffee table from sale until the price is corrected (this may involve a retraction advertisement to notify customers who received their catalogue).

## Two-price comparison advertising

Businesses often make comparisons between the prices currently charged and:

- previous pricing (e.g. 'was/now' pricing)
- the 'cost' or wholesale price
- a competitor's price
- the recommended retail price.

This is known as 'two-price comparison advertising'. If you use this method of advertising, you must ensure that consumers are not misled about the savings that may be achieved. For example, 'was/now' pricing is likely to be misleading if products haven't been sold at the specified 'before' or 'strikethrough' price for a reasonable period of time immediately before the sale commenced.

► **Example:** A boutique rug designer sets up a 'pop-up' store in a shopping centre for two months leading up to Christmas. The designer receives less interest than hoped for, selling only four rugs within the first week of opening at full price and having sold more rugs at a discount. He then decides to promote the rugs with a 'strikethrough' price to attract customers. In this instance, the designer may be falsely using two-price advertising. As the designer had only sold a limited number of items at the full price and more at a discount leading up to the sale, the use of strikethrough pricing is likely to be a risky choice for that business.

<sup>1</sup> Restaurants, cafés and bistros that charge a surcharge on certain days don't need to comply with the requirement to provide a total price in relation to their menus. However, the menu must include the words 'a surcharge of [percentage] applies on [the specified day or days]' and these words must be displayed at least as prominently as the most prominent price on the menu.



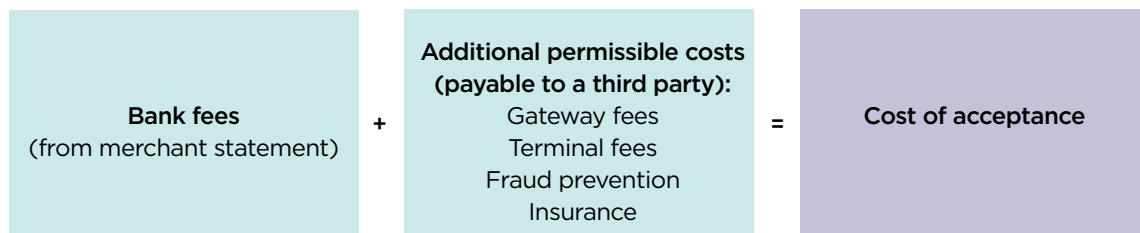
## Imposing payment surcharges

Businesses don't have to charge their customers a surcharge. However, if you decide to impose a fee for using a credit, debit or prepaid card, the surcharge amount must not exceed your costs of accepting that payment type. You're not allowed to include any of your own internal costs when calculating surcharges (e.g. labour, electricity costs).

Your 'cost of acceptance' could include:

- merchant service fees
- rental and maintenance of card terminals
- other fees incurred in processing card transactions (e.g. switching fees, fraud-related chargeback fees, cross-border transaction fees)

Calculating your 'cost of acceptance':



In order to calculate these costs, your bank or payment facilitator is required to provide you with statements that clearly set out your average costs of acceptance, as a percentage, for each card scheme.

► **Tip:** A payment surcharge is considered excessive if it exceeds the 'cost of acceptance'.

## Bait advertising

Bait advertising is the illegal practice of advertising specific prices, usually 'sale' prices, on goods that aren't available, or are only available in very limited quantities.

You should only offer goods or services at a 'special price' if they're available in reasonable quantities for a reasonable period, unless you state clearly that the good is in short supply or on sale for a limited time.

► **Example:** An electronics retailer advertises 50-inch televisions at a special price of \$799 for a week-long sale. The retailer usually sells about 30 televisions of this type every week. The retailer only stocks 10 televisions at the advertised price and refuses to take customer orders.

When customers attempt to buy the television at the advertised price, they're told it's out of stock and are offered a more expensive unit for \$999. This is likely to be bait advertising as the retailer doesn't have a reasonable supply of the advertised television.



## Working with other businesses and competing fairly

It's important that you understand your rights and responsibilities when dealing with wholesalers, suppliers and other businesses that purchase your goods and services.

► **Tip:** If you're concerned about conduct you're proposing to engage in, or about the conduct of others in the marketplace, you should seek advice from a lawyer and consider making a report to the ACCC.

### Misuse of market power

As part of your business, you may deal with firms that have a substantial amount of market power. A firm with market power is one that's able to act with a degree of freedom from the actions of competitors, suppliers and customers.

It's not illegal for a firm to obtain market power. Nor does the CCA prohibit a firm with a substantial degree of market power from 'out competing' its rivals by using superior skills and efficiency to win business. However, the CCA **does** prohibit a firm with a substantial degree of market power from engaging in conduct that has the purpose, effect or likely effect of substantially lessening competition in a market.

Some types of conduct have greater potential to involve a misuse of market power. These include refusals to deal, restricting access to essential inputs, predatory pricing, loyalty rebates, margin squeezes, tying and bundling.

When assessing whether conduct amounts to a misuse of market power, the ACCC considers the nature and extent of that conduct, including the firm's commercial rationale. For example, if a firm is engaging in conduct to make its products more attractive to customers, the conduct is unlikely to substantially lessen competition.

# Refusal to supply

In most cases, suppliers have the **right to decide** who they do business with. They're generally not required to supply a small business just because the small business has asked them to. The supplier's decision may be swayed by factors such as the customer's reliability, delivery costs, how the goods will be sold/advertised and adherence to certain standards.

The CCA does not typically force a manufacturer or wholesaler to supply goods or services to small businesses. However, a supplier's refusal to supply may break the law where they are:

- misusing their market power
- involved in a cartel or a boycott
- imposing minimum prices on retailers
- engaging in exclusive dealing with the purpose or likely effect of substantially lessening competition.

If a refusal to supply is legitimate, you will need to renegotiate terms with that supplier or seek alternate supply.

► **Example:** An office supplies retailer buys pencils from two separate pencil manufacturers. One of the manufacturers tells the retailer to stop buying pencils from the other manufacturer. The supplies company keeps buying pencils from both, so the manufacturer stops supplying to the retailer.

This refusal to supply is unlikely to be illegal as it won't have a significant impact on competition; there are many other pencil suppliers that the retailer could purchase from.

# Exclusive dealing

Exclusive dealing occurs when one person trading with another imposes some restrictions on the other's freedom to choose with **whom**, in **what**, or **where** they deal. Exclusive dealing is unlawful where it substantially lessens competition.

Generally, the more exclusive the product and the more powerful the purchaser or supplier, the more likely it is that competition will be affected in a market.

► **Example:** The owner of an independent electronics store in South Australia finds that many customers would come to her store for advice and then purchase products from her competitors at lower prices. The owner decides to only deal with suppliers who agree not to supply their electrical products to other South Australian retailers.

While this conduct amounts to exclusive dealing, it's unlikely to be illegal. There are many other retailers that suppliers can supply to and many other suppliers that her retail competitors can source supply from. However, if there were only a small number of available retailers or suppliers, it may raise concerns as limiting access to those retailers or suppliers could significantly impact competition.

# Price fixing

It's illegal for competing businesses to get together and agree to fix their prices. For example, it would be unlawful for competitors to agree to only charge a set price (e.g. the RRP).

Price fixing agreements don't have to be in writing; you don't even need to have a 'formal' agreement, it's enough if there is an understanding between businesses.

► **Example:** A group of local builders decide to meet informally on a regular basis. At their first meeting, they all decide to increase their hourly rates to a certain amount for a trial period. This would be price fixing.

# Anti-competitive contracts, arrangements, understandings and concerted practices

If a contract, arrangement, understanding or concerted practice between businesses has the purpose, effect or likely effect of substantially lessening competition, it will contravene the CCA.

A **contract** or **arrangement** arises when one party makes an offer and the other party communicates an intention to accept it. This could be achieved by signing a document, agreeing to an offer on a web page or verbally agreeing to something over lunch.

An **understanding** is usually less formal than a contract or arrangement. For example, Australian Courts have said that an understanding may arise where there has been 'meeting of the minds' between two entities and some commitment to act in a particular way.

A **concerted practice** involves some form of cooperation or communication between businesses that falls short of a contract, arrangement or understanding. For example, businesses sharing sales information with each other, without agreeing what they will do with that sales information, may be a concerted practice.

► **Example (concerted practice):** An association of electricity meter manufacturers actively assists its members to plan for the future by producing a quarterly report outlining industry trends. The report compiles survey data from members on forecast sales, input costs and pricing intentions. Members say that the pricing forecast charts in the report are helpful to ensure that their proposed prices are not out of step with the market.

If this conduct results in members reducing a key competitive uncertainty, being competitor's future pricing strategies, it could amount to a concerted practice in breach of the CCA.

This doesn't mean you need to 'close your eyes and cover your ears' to what's going on in your market. Following industry trends and seeking to understand your competitors' offers is a normal part of business.

The key is to determine your price, output, customers and responses to tenders independently rather than in consultation or cooperation with your competitors.

## Market sharing

Market sharing occurs when competitors agree to only do business in specific market segments rather than allowing competitive market forces to work. This conduct is illegal because competitors are dividing the market between themselves rather than competing against each other.

Market sharing can occur where businesses:

- agree not to produce each other's goods and services
- allocate customers by geographic area (this includes agreeing not to expand into a competitor's market)
- divide up contracts, customers or products
- allocate customers to each competitor, with an understanding not to 'poach'.

## Imposing minimum resale prices

In general, businesses are free to set their own prices and discount their goods or services as they see fit. However, it's illegal for suppliers to attempt to set a minimum downstream price for their products. This behaviour is known as 'resale price maintenance'. For example, it would be illegal for a wholesaler to set a minimum retail price for their products by requiring a retail business to charge at least the RRP (or threatening to withdraw supply if the business doesn't).

It's also illegal for a business to supply products on the condition that the downstream business:

- sells those products at a certain specified price
- sells those products at a price determined by a formula set by the supplier, or
- doesn't discount those products.

There are some exceptions to the prohibition on resale price maintenance. For example, it won't apply to agency (or similar) arrangements where the 'retailer' is acting on behalf of the 'supplier'.

In most cases, a supplier can specify a *maximum* retail price.

### ► Case study

In 2010 the ACCC took legal action against a wholesaler for not allowing retailers to discount its Bertini brand baby prams. The wholesaler admitted it had told some retailers it wouldn't supply them with Bertini products unless they agreed to sell them above a specified price. The wholesaler also admitted it had attempted to induce some retailers not to sell the prams below a certain price and had even entered into a formal agreement with one retailer. The Court imposed a penalty of \$80 000 against the company and \$20 000 against its managing director.

## Collective bargaining

Collective bargaining is where two or more competitors come together to negotiate with a supplier or a customer over terms, conditions and prices. Collective bargaining groups sometimes want to be able to refuse supply to, or buy from, a particular customer or supplier, unless or until they reach agreement on terms and conditions. This is called a 'collective boycott'.

Negotiating as a group enables small businesses to combine their resources and bargaining power to get a better deal. However, such arrangements can raise concerns under the CCA. For example, where there's an agreement about pricing (price fixing), or to restrict dealings with a particular supplier or buyer (a collective boycott).

If the ACCC is satisfied that the arrangement provides an overall public benefit, it can 'authorise' parties to collectively bargain even if that conduct would otherwise be unlawful under the CCA. The ACCC has approved collective bargaining arrangements across many industries.

### ► Case study

In 2016, a group of NSW dairy farmers applied to the ACCC for approval to collectively negotiate with Woolworths over the terms and conditions of raw milk supply agreements. The ACCC allowed one of the farmers in the group to collectively negotiate the terms and conditions of the supply agreements with the retailer and its agent on behalf of the group.

# Applying for an exemption to engage in anti-competitive conduct

The ACCC may permit businesses to engage in various conduct, including making arrangements between competitors, exclusive dealing and engaging in resale price maintenance, where the public benefits outweigh the detriments of such an arrangement.

For example, a group of small businesses may wish to get together to collectively bargain as discussed above. In these circumstances, businesses can seek an exemption from the ACCC to engage in the conduct by way of an authorisation or notification.

The ACCC can also issue a class exemption, which exempts a category of conduct from having to apply for authorisation or notification. This means that businesses will not need to make separate, individual applications for authorisation or notification if their conduct falls within that category.

If the ACCC grants an exemption, whether by way of authorisation, notification or class exemption, the businesses subject to that exemption will have protection from legal action provided that their conduct falls within the exemption.

The ACCC maintains a public register on its website of active authorisations and notifications.

► **Tip:** If you are considering engaging in anti-competitive conduct, you should first:

- talk to a lawyer
- contact your industry association
- visit the ACCC's website [www.accc.gov.au/business/applying-for-exemptions](http://www.accc.gov.au/business/applying-for-exemptions)
- call the ACCC's small business helpline on 1300 302 021 or email [adjudication@acc.gov.au](mailto:adjudication@acc.gov.au).

## Unconscionable conduct

The ACL prohibits businesses from acting unconscionably towards other businesses (other than a listed public company) in connection with the supply and acquisition of goods and services to, or from, the other business.

► **Tip:** Page 23 contains information about unconscionable conduct in consumer interactions.

Conduct may be unconscionable if it's particularly harsh or oppressive. However, it needs to be more than just hard commercial bargaining, or simply unfair treatment; it means doing something which shouldn't be done in good conscience.

The law sets out a non-exhaustive list of matters that Courts may consider when deciding whether conduct is unconscionable. These include, but aren't limited to:

- the relative bargaining strength of the parties
- whether the stronger party has imposed conditions that aren't reasonably necessary to protect their legitimate interests
- whether the weaker party could understand the documents
- undue influence, pressure or unfair tactics by the stronger party
- the extent to which the parties acted in good faith.

### ► Case study

In 2015 a franchisor was ordered to pay a \$500 000 penalty following action by the ACCC. The Court found that the franchisor had, among other contraventions, engaged in unconscionable conduct in its dealings with two franchisees by failing to pay them for the work they'd completed and continuing to demand payment for the initial franchising fee.

# Industry Associations

Small business groups and industry associations play an important role in providing a voice for individual businesses. They not only offer educational support, but can also help their businesses with:

- collective bargaining
- recommended retail prices
- membership restrictions
- information sharing guidelines
- voluntary codes of conduct

You can find further information about this on our website [www.accc.gov.au/business/professional-services](http://www.accc.gov.au/business/professional-services).

However, since this often involves competitors working together, they need to be careful that this doesn't breach the competition provisions of the CCA. The ACCC can authorise collective arrangements in some circumstances. For more information, visit our website [www.accc.gov.au/business/anti-competitive](http://www.accc.gov.au/business/anti-competitive).

# Franchising

If you operate within a franchise system, or are thinking of joining one, you should be aware of your rights and obligations under the mandatory national Franchising Code of Conduct.

The Code aims to regulate the conduct of franchising participants towards each other at any stage of a franchise agreement. It does this by:

- requiring franchisors to disclose certain information to prospective or existing franchisees
- imposing a good faith obligation on parties
- establishing a dispute resolution mechanism
- outlining certain minimum standards of conduct.

You can find out more about this on our website [www.accc.gov.au/franchising](http://www.accc.gov.au/franchising).



## Unfair contract terms

As a small business, you may be required to enter into standard form contracts with other, larger businesses for goods and services (e.g. equipment, property rental, financing or utilities). You may also use standard form contracts when dealing with your customers.

A standard form contract is an agreement that has been prepared by one party in circumstances where the other party has had little or no opportunity to negotiate the terms.

Under ACL, a Court may find that a term in a standard form contract is unfair and declare that term void.

► **Tip:** There's an automatic assumption that an agreement will be a standard form contract. This means it will be up to the party that prepared it to prove it isn't standard form.

## Types of terms that may be unfair

A term may be considered unfair if it enables one party (but not the other) to:

- vary the terms of the contract (e.g. change its prices or services at any time without prior notice)
- automatically renew the contract without the other party's express consent
- avoid or limit their obligations under the contract (e.g. limit the contract provider's liability where they have acted negligently)
- terminate the contract
- penalise the other party for breaching or terminating the contract.

► **Example:** A small business enters into a standard form contract with a telecommunications company. The contract allows the provider to disconnect access at any time without notice, to raise prices at its absolute discretion and charge a large cancellation fee if the customer decides to leave the contract early. A Court could determine that these contract terms are unfair.



## Which contracts are covered?

The unfair contract terms law applies to consumer as well as small business standard form contracts (e.g. shop leases, advertising, equipment lease or hire purchase).

A **small business contract** is an agreement:

- where at least one of the parties is a small business, and
- where the upfront price payable is up to \$300 000 (or \$1 million if the contract is for more than 12 months), and
- for the supply of goods or services or the sale or grant of an interest in land.

A **consumer contract** is an agreement:

- for the supply of goods or services, or the sale or grant of an interest in land, to an individual (not a company) for personal, domestic or household use.

## Determining whether a term is unfair

To be unfair under the ACL, a term must:

- cause a significant imbalance in the parties' rights and obligations, and
- not be reasonably necessary to protect the legitimate interests of the party advantaged by the term, and
- cause detriment (financial or otherwise) to a party if it were applied or relied upon.

All three elements of the unfairness test must be proved for a term to be deemed unfair. Only a Court or tribunal (not the ACCC) can make this determination. A Court/tribunal may take into consideration:

- **transparency of the term:** a clause may not be transparent if it's hidden in the fine print or phrased in legal, complex or technical language. However, a transparent term can still be unfair.
- **the overall rights and obligations of each party:** the fairness of a term must be assessed in light of the contract as a whole. For example, a term may be counterbalanced by additional benefits to the other party such that it's no longer unfair.

**Remember:** a declaration that a term is unfair applies only to the specific contract(s) before the Court/tribunal (i.e. a specific contract between two parties or all contracts entered into by that business which consist of the standard term). You cannot assume that just because a Court/tribunal has found that a term is unfair in a particular business's contract that such a term in your contract is unfair, or that you will have the benefit of that clause being declared unfair.

## Effect of having an unfair contract term

If a term is found to be unfair it will be void, meaning it won't be binding on the parties. However, the rest of the contract will continue to bind the parties to the extent that it's capable of operating without the unfair term.

If a business subsequently tries to apply or rely on a term that has been declared unfair, it may be a breach of the ACL and the affected party could apply to a Court for a range of remedies. This could include compensation or an injunction restraining the business from acting upon the term.

### ► Tips:

- Always review contracts before you sign them. If you find a term you think is unfair, ask the other party to remove it or amend it.
- If you think a term in a contract is unfair and you can't resolve the problem with the other party, consider engaging a mediator to help you resolve the dispute. You can find further information about dispute resolution on [page 31](#).



## Guarantees and warranties: consumers and businesses

The ACL provides consumers and businesses with a basic set of rights when they purchase goods and services. These 'consumer guarantees' ensure goods and services meet certain minimum standards. Failure to comply with any of the consumer guarantees will provide consumers and small businesses with a legal basis for seeking remedies when the goods or services don't meet that standard.

Consumer guarantees apply automatically and can't be excluded, modified or limited by contract. Importantly, a 'consumer' can be a person, sole trader or a business, provided the goods or services purchased are:

- less than \$40 000
- of a kind normally bought for personal, domestic or household use or consumption, or
- a commercial vehicle or trailer used mainly to transport goods on public roads.

However, the consumer guarantees won't apply to goods intended for re-sale or further processing, production or manufacture.

▶ **Example:** An accountant purchases a multifunction business printer and scanner for \$20 000. Six months later, the printer breaks down without suffering any misuse. Here, the business would be protected by the consumer guarantees as the printer cost less than \$40 000.

# The guarantees

## Goods must:

- be of acceptable quality (i.e. acceptable in appearance and finish, free from defects, safe and durable)
- be fit for any disclosed purpose and do all the things someone would normally expect them to do
- match their description, or the sample or demonstration model provided
- meet any extra promises made (e.g. about performance, condition or quality)
- have spare parts and repair facilities available for a reasonable time after purchase
- come with full title, ownership and undisturbed possession
- not carry any hidden debts or extra charges.

## Services must be:

- provided with due care and skill (i.e. services should be carried out with care and skill, and reasonable steps must be taken to avoid loss or damage)
- fit for any specified purpose (i.e. services and any resulting products are suitable for the purpose specified by the consumer)
- provided within a reasonable time (when no time is set).

## Failure to meet a guarantee

If you sell a good or service that fails to meet a consumer guarantee, the purchaser is entitled to a remedy (i.e. a repair, replacement or refund) and compensation for any consequential loss suffered because of the failure. The supplier (your business) is legally obliged to provide the appropriate remedy.

The type of remedy available to the consumer will depend on the extent of the problem.

### Problems with a good

If the problem with a good is minor, the supplier can choose to provide a refund, replacement or a free repair (within a reasonable time). If the problem with the good is major or can't be fixed within a reasonable time, the consumer can choose whether to:

- reject the goods and obtain a full refund or replacement, or
- keep the goods and seek compensation for the reduction in value of the goods.

A good has a *major* problem if:

- a reasonable person wouldn't have bought it if they'd known about the problem
- it's unsafe
- it doesn't match the sample or description
- it doesn't do what the business said it would, or what the consumer asked for, and can't easily be fixed.

#### ► Examples:

- *Major problem with a good:* A consumer buys an electric blanket, which stops working after the first use. This would be a major problem and the customer can choose a replacement or a refund.
- *Minor problem with a good:* A small business buys a fridge and finds that the door has a scratch on it (this defect doesn't impact the safety or functioning of the product). This would be a minor problem and the supplier can choose how to remedy the problem.

## Problems with a service

If the problem with a service is major, the consumer can choose whether to:

- cancel the service contract and get a refund, or
- keep the contract and get compensation for the difference between the service delivered and what they paid for.

If the problem with a service is only minor, the consumer must give the supplier an opportunity to fix the problem free of charge and within a reasonable time. The customer can't automatically cancel the contract.

There's a *major* problem with a service if it:

- is a problem that would have stopped a reasonable person from buying the service if they'd known about it
- creates an unsafe situation
- is substantially unfit for its normal purpose, and can't be easily fixed within a reasonable time
- doesn't meet the specific purpose the consumer asked for and can't easily be fixed within a reasonable time.

### ► Examples:

- *Major problem with a service:* A small business asks a technician to increase their store computer's memory capacity within one week. When installing a new drive, the technician damages the computer. Repairs will take four weeks but the small business needs the device within the week. The small business can choose whether to continue or cancel the contract.
- *Minor problem with a service:* A consumer hires a carpenter to build a carport to cover their vehicle. The carpenter builds a structure that isn't long enough to cover the car. Although they haven't met the consumer's request, the carpenter is able to fix the problem within a reasonable time. The additional work would need to be done free of charge.

## Reimbursement for consequential loss

In addition to a repair, replacement or refund, consumers and businesses are entitled to seek compensation from suppliers for loss or damage associated with a failure to meet a guarantee.

Commonly, losses are financial (e.g. the cost of returning the goods or repairing other goods damaged as a result of the failure) but they can also include lost time or productivity.

While you're responsible for loss or damage suffered as a result of a problem with a good or service you supplied, you don't have to pay for damages or losses that:

- were not caused by your business/the goods you supplied
- relate to something independent of your business, after the goods left your control
- were not a reasonably foreseeable consequence of the failure of the good or service.

► **Example:** A consumer takes their curtains to a dry cleaner. The goods are damaged during cleaning. The consumer would be entitled to a refund of the dry cleaning fee as well as compensation to cover the cost of replacing the curtains.

## Suppliers' rights against manufacturers

Some products you sell may fail to meet a consumer guarantee due to a manufacturing defect or issue that would otherwise be the manufacturer's fault. In this situation, you have additional protections under the ACL.

If your business provides a remedy for these failures, you can recover the costs incurred from the manufacturer. A supplier has three years to request a reimbursement, taken from when they fixed the goods or the consumer took legal action against them, whichever is earliest.

## Exceptions to consumer guarantees

Consumers' rights are not limitless. The ACL doesn't require you to provide a remedy if:

- the customer
  - simply changes their mind (unless your store has a policy for change of mind)
  - discovers they can buy the goods or services cheaper elsewhere
  - has damaged the goods by misusing them in an unreasonable way.
- the failure to meet the guarantee only occurred because of:
  - something someone else said or did (unless that person was an employee or acting as your agent)
  - something beyond your control that happened after you sold the product or provided the service.

## Refunds and return signs

The following types of signs are not permitted:

- 'No refunds'
- 'No refunds on sale items'
- 'Exchange or credit note only for the return of sale items'.

Such signs are unlawful because they misrepresent the customer's automatic rights under the ACL. Signs that state 'No refunds for change of mind' are acceptable.

► **Tip:** Download and display our 'refunds and returns' point-of-sale sign, which clearly sets out when you are and are not required under the ACL to provide a remedy. This sign is available on the ACCC website at [www.accc.gov.au/publications](http://www.accc.gov.au/publications).

## Offering warranties

A 'warranty' is a type of promise. If you make a warranty to your customers about your goods or services, you have to honour that warranty, as well as your obligations under the ACL.

There are three types of warranties you should be aware of:

- 1. Explicit warranties** such as extra promises about the good's quality, state, condition, performance or characteristics, or the availability of servicing, supply of parts or identical goods
- 2. Warranties against defects/manufacturers' warranties<sup>2</sup>** making additional promises to consumers about what you will do if something goes wrong with a good or service, such as '12-month replacement guarantee'
- 3. Extended warranties** offering lengthened coverage of a manufacturer's warranty, or extra promises such as priority consumer treatment or technical support.

Warranties are **additional** to a consumer's ACL rights. This means that a consumer may still be entitled to a remedy under the ACL *even if* the warranty period has expired, or if no warranty exists at all.

► **Example:** A retailer states that they will only replace or repair a faulty product if the consumer buys an extended warranty. This is misleading as a consumer's ACL rights already entitle them to the same remedy at no cost.

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<sup>2</sup> To ensure consumers understand the warranty and know how to make a claim the ACL requires that all documents 'evidencing' a warranty against defects must be in writing and include specific information.



## Treating customers fairly

There are rules in place to ensure businesses treat their customers fairly. It's your responsibility to make sure you understand these rules and what they mean for your business.

### Unconscionable conduct

The ACL prohibits businesses from engaging in unconscionable conduct when dealing with their customers. The following practical tips may assist you to avoid engaging in unconscionable conduct with your customers:

- don't exploit customers when negotiating the terms of an agreement or contract
- consider the characteristics and vulnerabilities of your customers (e.g. use plain English when dealing with customers from a non-English speaking background)
- make sure your contracts are clear, thorough and easy to understand
- if things go wrong, be open to resolving complaints.

#### ► Case study

In 2015, a vacuum cleaner distributor was ordered to pay a penalty of \$370 000 for engaging in unconscionable conduct when selling vacuum cleaners to three elderly women.

The sales representative called on the women in their homes under the premise of a free vacuum cleaner maintenance check, but with the purpose of selling a vacuum cleaner. The women were subjected to unfair sales tactics, and pressured into purchasing a vacuum cleaner.

# Unsolicited supply of goods or services

'Unsolicited supplies' refers to goods or services that are provided to someone who hasn't asked to buy or receive them.

It's illegal under the ACL to request payment for unsolicited goods or services unless you reasonably believe you have a right to be paid. This means that a person who receives unsolicited goods or services doesn't have to pay for them, or for any loss or damage resulting from their supply.

▶ **Example:** A consumer arranges for a business to wash the outside of her car. The business also cleans the inside of her car and charges her an extra \$50. The consumer doesn't have to pay the additional amount as she didn't ask for the extra service.

A business that has supplied an unsolicited good has three months to recover it; otherwise, it becomes the consumer's property with no obligation to pay. This recovery period is reduced to one month if the consumer has written to the business setting out:

- their name and address
- that the good is unsolicited and they don't want it, and
- where the good can be collected.

# Unsolicited consumer agreements

An 'unsolicited consumer agreement' takes place when:

- it's for the supply of goods or services to a customer, and
- it results from negotiations by phone or at a location other than the seller's business or trade premises, and
- a seller/sales agent calls/approaches a customer uninvited, and
- the total value of the goods or services is more than \$100 (or cannot be determined when the agreement is made).

If your business uses these sales methods, you need to be aware of your additional obligations under the ACL when you approach your customers, including:

- permitted hours for telemarketing and making uninvited house visits
- disclosure requirements before making a sales pitch
- customers' cooling-off rights
- information requirements for the sales agreement.

▶ **Tip:** See [Door-to-door and telemarketing sales](#) for further information.

# Harassment and coercion

It's illegal for businesses to **physically force, coerce or unduly harass** someone, including another business, about the supply (or possible supply) of, or payment for, goods or services.

**Undue harassment** means repetitive, unnecessary or excessive contact or communication with a person to the point where that person feels intimidated or demoralised.

**Coercion** involves force (actual or threatened) that restricts another person's choice or freedom to act. Unlike harassment, coercion doesn't have to involve repetitive behaviour.

▶ **Tip:** Chasing a debt? Download our '[Debt collection guideline for collectors and creditors](#)' for direction on what you can and can't do when trying to collect money owing to your business.

## Proof of transaction

Businesses must provide their customers with a 'proof of transaction' for goods or services supplied to them totalling \$75 or more (excluding GST). A proof of transaction may be a tax invoice, a cash register or handwritten receipt, a lay-by agreement or a receipt number for a telephone or internet transaction.

A proof of transaction must include the supplier's name and ABN/ACN, date of supply, good or service supplied, and the price (including GST) per item, as well as the overall total.

For goods or services totalling less than \$75 (excluding GST), you're only required to provide a proof of transaction if the customer requests one.

### Itemised bills

A customer can ask a service provider for an 'itemised bill' up to 30 days after the services were supplied, or the customer receives a bill/account for the services supplied, whichever happens later. If you're asked to provide an itemised bill, you have up to seven days to comply with the request. Itemised bills must be provided free of charge and show:

- how the price was worked out
- if relevant, the number of labour hours and hourly rate
- if relevant, a list of materials used and the amount charged for them.

## Lay-by agreements

If you're in the business of offering lay-bys, you must ensure the agreement:

- is in writing
- sets out all relevant terms and conditions, including any termination charge
- is expressed in plain language
- is legible and clearly presented.

Businesses must give a copy of the agreement to the customer.

**Remember:** an agreement that doesn't specifically state it is a lay-by will be considered to be one if the customer pays for a good in at least three instalments (or two or more instalments when the agreement does state it is a 'lay-by') and doesn't receive the good until the total price has been paid. Deposits count as an instalment payment.

If a customer cancels a lay-by, you must refund the money paid less any termination fee. This fee must be clearly specified in the agreement and reflect your reasonable costs in relation to the lay-by. It must not be a 'penalty' for cancelling.

You can only cancel a lay-by agreement in limited circumstances (e.g. where the customer has breached the agreement). You can't charge a termination fee if you cancel the lay-by.

► **Tip:** Need to know more? Check out our [Advertising and selling guide](#).



## Pyramid schemes and referral selling

Businesses commonly try to incentivise their customers and may even offer benefits if they help the business find more customers. However, businesses must be careful that such activities are lawful.

The ACL makes it illegal to participate in, or to persuade someone to participate in a 'pyramid scheme'. These schemes work by requiring individuals to make a 'participation payment' in order to join and promising payments in return for recruiting other 'investors' or new participants (recruitment payments). Pyramid schemes make money by recruiting people rather than by selling actual goods or services (although the sale of a good or service may be involved).

► **Example:** A business sets up a scheme where consumers pay a membership fee of \$350 and receive a 'travel certificate' and the opportunity to earn commissions for recruiting other people into the scheme. The design of the scheme makes it extremely difficult for people to redeem their travel certificate.

This type of model is likely to raise concerns under the ACL as the only way participants can earn any income or obtain a benefit is through the introduction of new members.

It's also illegal for businesses to engage in referral selling. 'Referral selling' is where a business persuades a consumer to buy goods or services by promising them benefits (e.g. a rebate or commission) if they help the business supply goods or services to other consumers. If the incentive is paid regardless of whether the sale to other customers is made or not, this would not be 'referral selling' under the ACL. However, it would be illegal if the incentive is contingent upon the sale to other customers.

► **Example:** A consumer buys a new TV and is offered a free DVD player on the condition that they give the business the names of five friends *and that those friends all buy TVs* from the business. This is illegal referral selling because they'll only receive the DVD player if all five friends purchase a new TV.



## Selling safe products

The ACL establishes a national consumer product safety system to ensure the safety of goods used in Australia. This system relies on the cooperation of consumers, suppliers and government agencies. As a business owner or operator, you must understand the voluntary and mandatory rules that exist to minimise safety risks for Australian consumers.

Under the ACL, Commonwealth, state and territory ministers can regulate consumer goods and product-related services by:

- implementing mandatory safety standards
- issuing a compulsory recall notice to suppliers
- banning products
- issuing safety warning notices.

► **Tip:** Check to see if any of the products you buy or sell are subject to a recall, ban or safety warning notice:

- visit [www.productsafety.gov.au](http://www.productsafety.gov.au)
- download the 'Recalls Australia' phone app
- 'like' the ACCC Product Safety Facebook page.

## Mandatory standards

Mandatory standards set out design elements or information requirements for a limited number of products if they are to be sold in Australia (e.g. certain children's toys, clothing and textiles, and tobacco). Their purpose is to make particular safety or information features available on a product to prevent or reduce the risk of injury to a person.

It's illegal to supply a good that doesn't meet an applicable mandatory standard. A full list of all national mandatory standards is available online from [www.productsafety.gov.au](http://www.productsafety.gov.au).

## Product recalls

If a product is dangerous, unsafe or harms people, it must be recalled. A recall is the temporary or permanent removal of a product (or part of a product) from sale or use.

A supplier can voluntarily recall a product or a responsible Minister can initiate a compulsory recall. If you initiate a voluntary recall, you **must notify the ACCC** at [www.productsafety.gov.au/recalls](http://www.productsafety.gov.au/recalls).

### ► Case study

In 2016, a retailer was ordered to pay more than \$3 million in penalties for failing to remove a number of house brand products (including a deep fryer and a folding stool) from sale after becoming aware they had caused serious injuries. The Court found that by not recalling the products and removing them from sale, the retailer had misled consumers as to the suitability of the goods.

## Bans

A temporary or permanent ban can be placed on a product or product-related service if there's a risk that it may cause serious injury, illness or death. A temporary ban lasts for 60 days and can be ordered at the state/territory level or nationally. A permanent ban can only be ordered by the Commonwealth Minister.

If any of your products are subject to a ban, you must not sell them.

## Safety warning notices

A responsible Minister can issue a safety warning notice to inform consumers and suppliers about consumer goods or product-related services that may cause injury and/or are being investigated.

You don't have to stop selling the good or service that is the subject of the safety warning notice but it's important that you stay informed about its status.

## Mandatory reporting of serious injuries or death

If your business becomes aware of any product-related death, serious injury or serious illness related to a product you supply, you must report the incident to the ACCC. A mandatory report must be made within two days of the supplier becoming aware of a reportable incident.

► **Example:** The supplier of a range of mobility scooters finds out that a consumer has suffered an arm fracture and required stitches after their scooter lost its front wheel and tipped over. The supplier is concerned that a batch of its products has defective bolts connecting the front wheels to the body. These injuries were caused (or may have been caused) by the use of the scooter and must be reported to the ACCC within two days of the company becoming aware of the incident.



## Country of origin claims

In general, businesses are free to make any claims they wish to about their products (e.g. 'local', 'home-made'), provided the claims are truthful, clear and accurate. However, it's unlawful for businesses to make false or misleading claims, including about the country of origin of goods.

If the goods are food products offered or suitable for retail sale, there are mandatory labelling requirements that apply under the *Country of Origin Food Labelling Information Standard 2016*. These requirements are outlined in the next section under the heading 'Food labelling'.

Whether you choose to make a country of origin representation about your products, or are legally required to do so, you must make sure the claim is clear, accurate and truthful.

### Non-food products

In most circumstances, it will be up to businesses to decide whether to promote their non-food products as having a certain origin.<sup>3</sup>

Country of origin representations about goods may arise from words, pictures or a combination of both. For example

- by a statement such as 'Made in Australia', 'Product of Thailand' or 'Grown in New Zealand'
- by words or images (e.g. product packaging with a map of Italy next to the Italian flag) that may imply the product is from Italy.

If a reasonable consumer is likely to be led into error by the use of certain words or images on a product's labelling, then there's a risk of breaching the ACL. It doesn't matter whether a business intended to mislead or deceive consumers.

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<sup>3</sup> Note that while ACL doesn't require country of origin labelling on non-food products, other laws may do so e.g. customs regulations for imported goods.

- ▶ **Example:** A hardware store runs an Australia Day promotion where it attaches cards captioned 'Do it for Australia, buy Aussie made' to products that were not made in Australia. This would likely be misleading, as the signs could reasonably lead consumers to believe that those products were Australian-made when this was not the case.

## Key claims

Generally speaking, businesses that make the following country of origin representations about their goods are unlikely to contravene the ACL if these requirements are met:

- a **grown in** claim can be made if each significant ingredient or component of a good was grown in that country (e.g. bananas, flowers) or came from something that grew in that country (e.g. eggs, wool) and all, or virtually all, of the processes involved in the production and manufacturing of the good occurred in that country too.
- a **product of** claim can be made if each significant ingredient or component of a good originated in the country claimed and all, or virtually all, of the processes involved in the production and manufacturing of the good also occurred in that country.
- A **made in** claim can be made if a good was *last substantially transformed* in that country. A good was '*substantially transformed*' in a country if, as a result of one or more processes undertaken in that country, the good is fundamentally different in identity, nature or essential character from all of the ingredients or components that were imported into that country.

These terms also have defined meanings under the *Country of Origin Food Labelling Information Standard 2016*. There may be additional requirements that must be satisfied in order to make these claims.

## Food labelling

A number of mandatory information standards regulate the type and amount of information that must be provided to consumers about particular products and services. The *Country of Origin Food Labelling Information Standard 2016* ('Standard') is one of them.

The Standard is intended to provide consumers with clearer, more meaningful and accurate information about the food they buy. For most foods, the labels will also tell consumers what percentage of the ingredients come from Australia.

The Standard commenced under the ACL on 1 July 2016 and regulates the country of origin information that must be provided for most food offered or suitable for retail sale in Australia. It's important that producers, manufacturers, processors, and importers, as well as retailers, are aware of the obligations imposed by the Standard.

From 1 July 2018, businesses **must** label their products according to the requirements of the Standard.

### ▶ Tips:

- Visit [www.accc.gov.au/cool](http://www.accc.gov.au/cool) to access guidance materials that will assist you to understand the Standard, including a country of origin food labelling guide.
- An online tool is available at [www.originlabeltool.business.gov.au](http://www.originlabeltool.business.gov.au) to assist businesses to determine their obligations under the Standard.





## Resolving disputes with customers or other businesses

If a dispute arises between your business and a third party (e.g. a supplier), there are four basic steps you may wish to take to help you resolve the matter:

### **Step 1: inform the other party of the dispute**

Tell the other party what the problem is, the outcome you want and what action you think will settle the dispute. It's a good idea to put this in writing (letter, email, etc).

### **Step 2: try to resolve your dispute directly**

Try to negotiate a resolution with the other party. If you can't resolve the matter, you may need to seek assistance from a third party.

### **Step 3: contact a third party mediation service**

Mediation involves an independent third party stepping in and helping you and the other person to reach an acceptable resolution. Mediation is a relatively quick and cheap option that can help to keep relationships intact. The [Australian Small Business and Family Enterprise Ombudsman](#) (ASBFEO) or your local Small Business Commissioner (if available) may be able to provide a mediation service.

► **Tip:** See [page 33](#) for contact information for the ASBFEO and state Small Business Commissioners.

### **Step 4: talk to a lawyer**

If you are unable to resolve the dispute, you should consider seeking legal advice about your rights. Court action can be costly and time consuming and should be considered a last resort.

# Penalties for non-compliance

The consequences of breaching the CCA or ACL may be significant and could include:

- financial penalties
- community service orders
- adverse publicity orders (i.e. corrective advertising)
- disqualification from managing corporations
- compensation orders for persons who may have suffered loss or damage as a result of your misconduct
- imprisonment (for individuals who contravene the criminal cartel provisions).

The ACCC operates an Infocentre for the general public to report concerning behaviour or business practices. We rely on these reports to identify issues and inform compliance and enforcement activities.

The ACCC as well as any of the state/territory ACL regulators can take action for penalties where a business breaches the ACL. The ACCC is the only agency that can take action for breaches of the competition provisions of the CCA.

The CCA and ACL also allow individual parties who have suffered loss from a breach of the CCA or ACL to take their own private action.

## ► **Tips:**

To reduce your risk of breaching the CCA or the ACL, you should ensure:

- you provide ACL training to your staff
- you can substantiate any claims you make about your products or services
- effective procedures are in place to deal with customer complaints
- you obtain independent legal advice prior to entering into any special arrangements with your competitors.

# Relevant government agencies and resources

There are a number of government agencies and resources that can assist you or provide important information that affects the running of your business.

## The ACCC

- **Website:** [www.accc.gov.au](http://www.accc.gov.au)
- **Small business online education program:** This free online program provides a broad overview of the key provisions of the CCA and the ACL. You can work through all the modules or you can select the ones most relevant to your business. At the end of each module, there is a short self-assessment quiz which you can take to test your understanding. The program is available at [www.accc.gov.au/ccaeducation](http://www.accc.gov.au/ccaeducation).
- **Small business publications:** We have a range of guides to help you understand your rights and obligations under the CCA. These materials are available at [www.accc.gov.au/publications](http://www.accc.gov.au/publications).
- **Information networks:** Would you like to keep up with the latest news and events relevant to small business and/or franchising? Subscribe to our free newsletters by visiting [www.accc.gov.au/media/subscriptions](http://www.accc.gov.au/media/subscriptions).
- **Small business helpline:** 1300 302 021
  - Callers with a hearing or speech impairment can contact the ACCC through the National Relay Service ([www.relayservice.com.au](http://www.relayservice.com.au)).
  - TTY or modem users: phone 13 3677 and ask for 1300 302 021
  - Voice-only (speak and listen) users: phone 1300 555 727 and ask for 1300 302 021.
  - For information in languages other than English, phone 13 1450 and ask for 1300 302 021.

## Small business bodies

### Australian Small Business and Family Enterprise Ombudsman

The ASBFEO provides information and assistance to small businesses and family enterprises, including referral to dispute resolution and business advisory services. For further information, contact the ASBFEO on 1300 650 460 or visit [www.asbfeo.gov.au](http://www.asbfeo.gov.au).

### Small Business Commissioners

These are independent agencies who can provide information and assistance to small businesses, including dispute resolution and advisory services.

#### New South Wales

Office of the Small Business Commissioner

1300 795 534

[www.smallbusiness.nsw.gov.au](http://www.smallbusiness.nsw.gov.au)

#### Victoria

Victorian Small Business Commission

13 8722

[www.sbc.vic.gov.au](http://www.sbc.vic.gov.au)

#### South Australia

Office of the South Australian Small Business Commissioner

1800 072 722

[www.sasbc.sa.gov.au](http://www.sasbc.sa.gov.au)

#### Western Australia

Small Business Development Corporation  
(including Small Business Commissioner)

13 1249

[www.smallbusiness.wa.gov.au](http://www.smallbusiness.wa.gov.au)



## Other helpful agencies

### Australian Securities and Investments Commission

ASIC is Australia's corporate, markets and financial services regulator and is responsible for business name registrations. ASIC is also the regulator of consumer credit in Australia. Contact ASIC on 1300 300 630 or visit [www.asic.gov.au](http://www.asic.gov.au).

### Australian Taxation Office

The ATO manages and shapes tax, excise and superannuation systems that fund services. For information about taxation matters relating to your business, contact the ATO on 13 2866 or visit [www.ato.gov.au/businesses](http://www.ato.gov.au/businesses).

### Fair Work Ombudsman

The FWO is Australia's employment and workplace relations regulator. For information about your workplace responsibilities including hiring employees, managing performance and calculating wages and entitlements. It also oversees some specific employment laws applicable to franchising. Contact FWO on 13 1394 or visit [www.fairwork.gov.au](http://www.fairwork.gov.au).

### IP Australia

IP Australia administers Australia's intellectual property rights system, specifically patents, trademarks, designs and plant breeder's rights. Contact IP Australia on 1300 651 010 or visit [www.ipaustralia.gov.au](http://www.ipaustralia.gov.au).

### Business.gov.au

[www.business.gov.au](http://www.business.gov.au) provides businesses with a first point of contact to access information and referral services across government. Visit the website or call 13 2846 for initial advice and referral services on matters such as obtaining finance, promotion and marketing, and hardship counselling.



AUSTRALIAN COMPETITION  
& CONSUMER COMMISSION

