



25 November 2016

**SUBMISSION ON AUSTRALIAN CONSUMER LAW REVIEW**  
**INTERIM REPORT**

**BACKGROUND**

The Queensland Consumers' Association (the Association) is a non-profit organisation which exists to advance the interests of Queensland consumers.

The Association's members work in a voluntary capacity and specialise in particular policy areas.

The Association is a member of the Consumers' Federation of Australia, the peak body for Australian consumer groups.

The Association welcomes the opportunity to make this submission which, due to resource constraints, is brief.

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**GENERAL COMMENTS**

The final report should:

- Recognise and take more account of the results of relevant behavioural economics research
- Take into greater account the Harper Review's Recommendation 21 –Informed Choice regarding the effective provision of, and access to, information for consumers (including information about themselves).
- Take greater account of relevant provisions in sectors/industries with specific legislation eg energy, telecommunications, food, and health.
- Recognise the important links between safety matters and other consumer problems/protections such fit for purpose, acceptable quality, no faults, manufacturer warranties.
- Include providing greater help for consumers before they try themselves to resolve problems with suppliers (eg easier access to relevant information about other complaints about the same problem).

## **SPECIFIC COMMENTS**

The final report should include:

### **1. Issues not addressed in the interim report**

#### **Inadequate price transparency**

- non display of price for all or some products/offers eg some convenience stores in CBDs, drinks in hotels and bars, and price of one item with supermarket multi buy offers.
- advertising prices lower than regular prices permanently or for much longer than the product/service is on offer at the regular price.

#### **Misleading/deceptive packaging of products**

- for example excessive amounts of slack fill in pre-packaged products in opaque packaging, such as vitamins, supplements and breakfast cereals.

### **2. Issues addressed in the interim report**

#### **Unfair contract terms**

We consider that the following examples should be added to the “grey list” of examples of contract terms that may be unfair:

- Requiring customers with unresolved disputes to use a mediation service nominated by the business
- Not allowing the customer to participate in a class action against the business.
- Not allowing the customer to make any public adverse comments about the business.
- Not allowing the customer to use a credit/debit card’s chargeback facility.
- Requiring the customer to compensate the business for loss of earnings while equipment damaged during a hire is being repaired or replaced.