

EXPOSURE DRAFT

2025-2026

The Parliament of the
Commonwealth of Australia

HOUSE OF REPRESENTATIVES/THE SENATE

EXPOSURE DRAFT

Competition and Consumer Amendment (Unfair Trading Practices) Bill 2026

No. , 2026

(Treasury)

**A Bill for an Act to amend the *Competition and
Consumer Act 2010*, and for related purposes**

EXPOSURE DRAFT

EXPOSURE DRAFT

Contents

1	Short title.....	1
2	Commencement.....	1
3	Schedules.....	2
Schedule 1—Amendments		3
Part 1—Unfair trading practices		3
<i>Competition and Consumer Act 2010</i>		3
Part 2—Subscription contracts		6
<i>Competition and Consumer Act 2010</i>		6
Part 3—Drip pricing		20
<i>Competition and Consumer Act 2010</i>		20

1 **A Bill for an Act to amend the *Competition and***
2 ***Consumer Act 2010*, and for related purposes**

3 The Parliament of Australia enacts:

4 **1 Short title**

5 This Act is the *Competition and Consumer Amendment (Unfair*
6 *Trading Practices) Act 2026*.

7 **2 Commencement**

8 (1) Each provision of this Act specified in column 1 of the table
9 commences, or is taken to have commenced, in accordance with
10 column 2 of the table. Any other statement in column 2 has effect
11 according to its terms.

EXPOSURE DRAFT

1

Commencement information		
Column 1	Column 2	Column 3
Provisions	Commencement	Date/Details
1. The whole of this Act	1 July 2027.	1 July 2027

2
3
4

Note: This table relates only to the provisions of this Act as originally enacted. It will not be amended to deal with any later amendments of this Act.

5
6
7

(2) Any information in column 3 of the table is not part of this Act. Information may be inserted in this column, or information in it may be edited, in any published version of this Act.

8

3 Schedules

9
10
11
12

Legislation that is specified in a Schedule to this Act is amended or repealed as set out in the applicable items in the Schedule concerned, and any other item in a Schedule to this Act has effect according to its terms.

2

EXPOSURE DRAFT

Amendments **Schedule 1**
Unfair trading practices **Part 1**

Schedule 1—Amendments

Part 1—Unfair trading practices

Competition and Consumer Act 2010

1 After paragraph 134A(2)(a)

Insert:

(aa) a provision of Part 2-4;

2 Section 134C (after table item 1)

Insert:

1A a provision of Part 2-4

- (a) if the person is a listed corporation—600 penalty units; or
- (b) if the person is a body corporate other than a listed corporation—60 penalty units; or
- (c) if the person is not a body corporate—12 penalty units.

3 At the end of Chapter 2 of Schedule 2

Add:

Part 2-4—Unfair trading practices

28B Unfair trading practices towards consumers

- (1) A person must not, in trade or commerce, in connection with supply of, or an offer to supply, goods or services to a consumer, engage in conduct that:

- (a) does or is likely to do either or both of the following:
 - (i) unreasonably manipulate the consumer;

EXPOSURE DRAFT

Schedule 1 Amendments
Part 1 Unfair trading practices

- 1 (ii) unreasonably distort the environment in which the
2 consumer makes, or is likely to make, a decision; and
3 (b) causes or is likely to cause detriment (whether financial or
4 otherwise) to the consumer.
- 5 Note: A pecuniary penalty may be imposed for a contravention of this
6 subsection.
- 7 (2) Subsection (1) does not apply if the consumer is a body corporate.
- 8 (3) Subsection (1) does not apply if the supply is in the course of the
9 consumer carrying on a business.
- 10 (4) A person who wishes to rely on subsection (2) or (3) in
11 proceedings bears an evidential burden in relation to that matter.
- 12 (5) Without limiting subsection (1), the following are examples of
13 conduct that may contravene subsection (1):
- 14 (a) interference with the consumer's ability to exercise legal
15 rights, or seek legal remedies, in relation to the supply;
- 16 (b) failure to disclose material information, or disclosure of
17 material information in a complex or ineffective way, to the
18 consumer;
- 19 (c) creation of an environment which places the consumer under
20 unreasonable pressure in relation to, or obstructs the
21 consumer from, making or fulfilling the consumer's decision.

22 **4 After subparagraph 224(1)(a)(iia) of Schedule 2**

- 23 Insert:
- 24 (iib) a provision of Part 2-4 (which is about unfair trading
25 practices);

26 **5 Subsection 224(3) of Schedule 2 (after table row 2A)**

- 27 Insert:
- | | | | |
|----|-------------------------|---|-------------|
| 2B | a provision of Part 2-4 | the greater of the
amounts mentioned
in subsection (3A) | \$2,500,000 |
|----|-------------------------|---|-------------|

28 **6 Subsection 224(3A) of Schedule 2**

- 29 After "2A," insert "2B,".
-

EXPOSURE DRAFT

-
- 1

7 After subparagraph 248(1)(a)(ia) of Schedule 2
- 2

Insert:
- 3

(ib) a provision of Part 2-4 (which is about unfair trading
- 4

practices);
- 5

8 Subsection 251(1) of Schedule 2
- 6

Omit “or 2-2”, substitute “, 2-2 or 2-4”.

EXPOSURE DRAFT

Schedule 1 Amendments

Part 2 Subscription contracts

Part 2—Subscription contracts

Competition and Consumer Act 2010

9 Subsection 2(1) of Schedule 2

Insert:

excluded subscription contract means:

- (a) a contract for supply of a public utility; or
- (b) a lease; or
- (c) a licence in respect of real property; or
- (d) a contract of hire-purchase; or
- (e) a contract for payment in instalments; or
- (f) a contract for supply of prescription healthcare products; or
- (g) a contract for supply of childcare; or
- (h) a contract for supply by a pre-school or school of tuition at a pre-school, pre-primary, primary or secondary level; or
- (i) a contract of a kind prescribed for the purposes of this paragraph.

fixed term subscription contract: see subsection 48D(1).

free trial or promotional period subscription contract: see subsection 48E(1).

indefinite term subscription contract: see subsection 48C(1).

meets the consumer requirement: see subsection 48H(1).

meets the small business requirement: see subsection 48H(2).

public utility means a reticulated product or service (such as electricity, gas, water, sewerage or drainage) other than telecommunication or transport services.

10 Subsection 2(1) of Schedule 2 (definition of *standard form contract*)

Repeal the definition, substitute:

EXPOSURE DRAFT

EXPOSURE DRAFT

Amendments **Schedule 1**
Subscription contracts **Part 2**

1 *standard form contract:*

- 2 (a) in Part 2-3 and sections 243B and 250—has a meaning
3 affected by section 27; and
4 (b) in Division 4A of Part 3-1—has a meaning affected by
5 section 48J.

6 **11 Subsection 2(1) of Schedule 2**

7 Insert:

8 *subscriber*, in relation to a contract for supply of goods or services,
9 means a person who incurs, or may incur, liability to pay for a
10 supply under the contract.

11 *subscription contract* means:

- 12 (a) a fixed term subscription contract; or
13 (b) a free trial or promotional period subscription contract; or
14 (c) an indefinite term subscription contract.

15 **12 At the end of section 27 of Schedule 2**

16 Add:

- 17 (4) This section does not apply for the purposes of Division 4A of
18 Part 3-1.

19 Note: Section 48J deals with standard form contracts for the purposes of
20 Division 4A of Part 3-1.

21 **13 After Division 4 of Part 3-1 of Schedule 2**

22 Insert:

EXPOSURE DRAFT

EXPOSURE DRAFT

Schedule 1 Amendments

Part 2 Subscription contracts

Division 4A—Subscription contracts

Subdivision A—Information requirements

48B Statement and information that must be disclosed when offering goods or services under a subscription contract

Scope

(1) This section applies if:

- (a) a person (the **supplier**), in trade or commerce, offers to supply, under a contract, goods or services; and
- (b) if the contract were entered, the contract would be a subscription contract (assuming the consumer requirement or small business requirement were met).

Requirement to disclose

(2) The supplier must, when making the offer, disclose, in accordance with subsection (3):

- (a) a statement containing the matters mentioned in subsection (4); and
- (b) information about the matters mentioned in subsection (5).

Note: A pecuniary penalty may be imposed for a contravention of this subsection.

Manner of disclosure

(3) The statement and information must be disclosed:

- (a) if the goods or services are of a kind (if any) prescribed for the purposes of this paragraph—in the manner prescribed for goods or services of that kind; or
- (b) in circumstances (if any) prescribed for the purposes of this paragraph—in the manner prescribed for those circumstances; or
- (c) in any other case—either:

EXPOSURE DRAFT

Amendments **Schedule 1**
Subscription contracts **Part 2**

- 1 (i) in a comprehensible, audible and unambiguous way
2 within a reasonable time before a person could agree to
3 enter the contract; or
4 (ii) in a legible, prominent and unambiguous way in close
5 proximity to where a person (other than the supplier)
6 can agree to enter the contract.

7 *Content of the statement*

- 8 (4) The following matters must be contained in the statement:
9 (a) that, if entered, the contract would be for a subscription;
10 (b) if, when entered, the contract would be for a fixed term—that
11 the contract would be for a fixed term;
12 (c) if, when entered, the contract would be for an indefinite
13 term—that the contract would be for an indefinite term;
14 (d) if, when entered, the contract would provide for supply of
15 goods or services for a period free of charge—that the
16 contract would have a free trial period;
17 (e) if, when entered, the contract would provide for supply of
18 goods or services at a lower rate for a period—that the
19 contract would have a promotional period.

20 *Information to be disclosed*

- 21 (5) Information about the following matters must be disclosed:
22 (a) liabilities to pay that a party to the contract (other than the
23 supplier) would or may incur under the contract;
24 (b) period of the contract;
25 (c) renewal of the contract;
26 (d) any notice required before a party to the contract (other than
27 the supplier) can end the contract;
28 (e) how a party to the contract (other than the supplier) can end
29 the contract;
30 (f) any matter prescribed for the purposes of this paragraph.

EXPOSURE DRAFT

Schedule 1 Amendments

Part 2 Subscription contracts

48C Information to be given while indefinite term subscription contract is in effect

(1) This section applies in relation to a contract (an *indefinite term subscription contract*) that:

- (a) meets the consumer requirement or the small business requirement; and
- (b) is not an excluded subscription contract; and
- (c) contains terms that have the effect of providing:
 - (i) for recurring or continuing supply of goods or services for an indefinite period; and
 - (ii) for a person to automatically incur liability to pay for a supply or recurring liabilities to pay for the continuing supply; and
 - (iii) a right for that person to end the contract.

(2) A person who, in trade or commerce, supplies goods or services under an indefinite term subscription contract must give the subscriber, in a legible, prominent and unambiguous way, information about the matters mentioned in subsection (4) each 6 months while the contract is in effect.

Note 1: A pecuniary penalty may be imposed for a contravention of this subsection.

Note 2: Additional requirements apply to indefinite term subscription contracts that are also free trial or promotional period subscription contracts: see section 48E.

(3) If the contract is a free trial or promotional period subscription contract, subsection (2) does not apply before the time the person is required to give the subscriber information under subsection 48E(4) in relation to the contract.

(4) The matters are:

- (a) liabilities to pay that the subscriber would or may incur under the contract in future; and
- (b) the indefinite period of the contract; and
- (c) any notice required before the subscriber can end the contract; and
- (d) how the subscriber can end the contract; and

EXPOSURE DRAFT

Amendments **Schedule 1**
Subscription contracts **Part 2**

(e) any matter prescribed for the purposes of this paragraph.

48D Information to be given while fixed term subscription contract is in effect

- (1) This section applies in relation to a contract (a *fixed term subscription contract*) that:
- (a) meets the consumer requirement or the small business requirement; and
 - (b) is not an excluded subscription contract; and
 - (c) contains terms that have the effect of providing:
 - (i) for supply of goods or services in, or recurring or continuing supply of goods or services for, the initial term of the contract; and
 - (ii) for supply of goods or services in, or recurring or continuing supply of goods or services for, a period after the initial term of the contract if the contract is renewed; and
 - (iii) for a person to automatically incur liability to pay for a supply, or recurring liabilities to pay for the continuing supply, if the contract is renewed; and
 - (iv) for the contract to renew at the end of its term unless the renewal is stopped by that person or otherwise; and
 - (v) a right for that person to end the contract.

Example 1: The initial term of the contract may be a discount period for a free trial or promotional period subscription contract: see subsections 48E(2) and (3).

Example 2: For subparagraph (c)(iv), a contract may renew at the end of an initial term or at the end of a renewal term.

- (2) A person who, in trade or commerce, supplies goods or services under a fixed term subscription contract must give the subscriber, in a legible, prominent and unambiguous way, information about the matters mentioned in subsection (3) at the following times while the contract is in effect:
- (a) unless the contract is a free trial or promotional period subscription contract—a reasonable time before the earlier of:

EXPOSURE DRAFT

Schedule 1 Amendments

Part 2 Subscription contracts

- 1 (i) the last time at which the subscriber can stop the
2 contract renewing at the end of the initial term of the
3 contract; and
4 (ii) the end of the initial term of the contract;
- 5 (b) if the contract is renewed for a period of less than 12
6 months—each 6 months until the contract is renewed for a
7 period of 12 months or more;
- 8 (c) if the contract is renewed for a period of 12 months or
9 more—a reasonable time before the earlier of:
- 10 (i) the last time at which the subscriber can stop the
11 contract renewing at the end of that period; and
12 (ii) the next renewal of the contract.
- 13 Note 1: A pecuniary penalty may be imposed for a contravention of this
14 subsection.
- 15 Note 2: A contract can be both a fixed term subscription contract and a free
16 trial or promotional period subscription contract. In this situation,
17 paragraph (a) does not apply and information must be given in relation
18 to the end of the discount period: see section 48E.
- 19 Note 3: Paragraphs (b) and (c) apply to fixed term subscription contracts
20 renewed after a free trial or promotional period.
- 21 (3) The matters are:
- 22 (a) liabilities to pay that the subscriber would or may incur under
23 the contract in future; and
24 (b) if paragraph (2)(a) applies—the initial term of the contract;
25 and
26 (c) renewal of the contract; and
27 (d) any notice required before the subscriber can end the
28 contract; and
29 (e) how the subscriber can end the contract; and
30 (f) any matter prescribed for the purposes of this paragraph.
- 31 **48E Information to be given while free trial or promotional period**
32 **subscription contract is in effect**
- 33 (1) This section applies in relation to a contract (a *free trial or*
34 *promotional period subscription contract*) that:

EXPOSURE DRAFT

Amendments **Schedule 1**
Subscription contracts **Part 2**

- 1 (a) meets the consumer requirement or the small business
2 requirement; and
3 (b) is not an excluded subscription contract; and
4 (c) meets a requirement mentioned in subsection (2) or (3).
- 5 (2) For the purposes of paragraph (1)(c), the requirement is that the
6 contract contains terms that have the effect of providing:
7 (a) for supply of goods or services in, or recurring or continuing
8 supply of goods or services for, a period (a ***discount period***)
9 free of charge; and
10 (b) for a person to incur liability to pay for supply of goods or
11 services after the discount period (whether automatically or
12 at the option of the supplier); and
13 (c) a right for that person to end the contract before the liability
14 is incurred.
- 15 (3) For the purposes of paragraph (1)(c), the requirement is that the
16 contract contains terms that have the effect of providing:
17 (a) for supply of goods or services in, or recurring or continuing
18 supply of goods or services for, a period (also a ***discount***
19 ***period***); and
20 (b) for a person to incur liability to pay for supply of goods or
21 services in or for the discount period at a rate; and
22 (c) for that person to incur liability to pay for supply of goods or
23 services after the discount period at a higher rate (whether
24 automatically or at the option of the supplier); and
25 (d) a right for that person to end the contract before the liability
26 to pay at the higher rate is incurred.
- 27 (4) A person who, in trade or commerce, supplies goods or services
28 under a free trial or promotional period subscription contract must
29 give the subscriber, in a legible, prominent and unambiguous way,
30 information about the matters mentioned in subsection (5) a
31 reasonable time before the earlier of:
32 (a) the last time at which the subscriber can end the contract
33 before:
34 (i) if subsection (2) applies—liability to pay is incurred; or

EXPOSURE DRAFT

EXPOSURE DRAFT

Schedule 1 Amendments

Part 2 Subscription contracts

1 (ii) if subsection (3) applies—liability to pay at the higher
2 rate is incurred; and

3 (b) the end of the discount period.

4 Note 1: A pecuniary penalty may be imposed for a contravention of this
5 subsection.

6 Note 2: Additional requirements apply to free trial or promotional period
7 subscription contracts that are also indefinite term subscription
8 contracts or fixed term subscription contracts: see sections 48C and
9 48D.

10 (5) The matters are:

11 (a) the date the discount period ends; and

12 (b) the date by which the subscriber must end the contract before
13 the liability mentioned in subparagraph (4)(a)(i) or (ii) is
14 incurred; and

15 (c) how the subscriber can end the contract before the liability
16 mentioned in subparagraph (4)(a)(i) or (ii) is incurred; and

17 (d) period of the contract after the discount period ends; and

18 (e) renewal (if any) of the contract after the discount period
19 ends; and

20 (f) liabilities to pay that the subscriber would or may incur under
21 the contract after the discount period ends; and

22 (g) any matter prescribed for the purposes of this paragraph.

23 **48F Sections do not limit each other**

24 Sections 48C, 48D and 48E do not limit each other.

25 **Subdivision B—Ending subscription contracts**

26 **48G Exit method**

27 A person who, in trade or commerce, supplies goods or services
28 under a subscription contract must provide a way for the subscriber
29 to end the contract that:

30 (a) is easy to find; and

31 (b) is straightforward; and

EXPOSURE DRAFT

Amendments **Schedule 1**
Subscription contracts **Part 2**

(c) requires the subscriber to take only steps that are reasonably necessary to end the contract and protect the subscriber's interests; and

(d) if the subscriber entered the contract online—is online (whether or not the person also allows the subscriber to end the contract in other ways).

Note: A pecuniary penalty may be imposed for a contravention of this subsection.

Subdivision C—Other matters

48H Meeting the consumer requirement or the small business requirement

Meeting the consumer requirement

- (1) A contract ***meets the consumer requirement*** if it is a contract for supply of goods or services under which an individual acquires the goods or services wholly or predominantly for personal, domestic or household use or consumption.

Meeting the small business requirement

- (2) A contract ***meets the small business requirement*** if:
- (a) it is a standard form contract for supply of goods or services; and
 - (b) the subscriber satisfies either or both of the following conditions:
 - (i) the subscriber makes the contract in the course of carrying on a business and at a time when the subscriber employs fewer than 100 persons;
 - (ii) the subscriber's turnover, worked out under subsection (4) for the subscriber's last income year (within the meaning of the *Income Tax Assessment Act 1997*) that ended at or before the time when the contract is made, is less than \$10,000,000.

EXPOSURE DRAFT

Schedule 1 Amendments

Part 2 Subscription contracts

Counting the number of persons employed

- (3) In counting for the purposes of subparagraph (2)(b)(i) the number of persons that a person employs:
 - (a) a casual employee is not to be counted unless employed on a regular and systematic basis; and
 - (b) a part-time employee (including a part-time casual employee counted under paragraph (a) of this subsection) is to be counted as an appropriate fraction of a full-time equivalent.

Working out a subscriber's turnover

- (4) For the purposes of subparagraph (2)(b)(ii), a subscriber's turnover for a period is the sum of the values of all supplies the subscriber made during the period, other than the following:
- (a) supplies that are input taxed;
 - (b) supplies that are not for consideration (and are not taxable supplies under section 72-5 of the *A New Tax System (Goods and Services Tax) Act 1999*);
 - (c) supplies that are not made in connection with an enterprise that the subscriber carries on;
 - (d) supplies that are not connected with the indirect tax zone.
- (5) Expressions used in subsection (4) that are also used in the *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as in that Act.

48J Standard form contracts for the purposes of this Division

- (1) For the purposes of this Division, if a party to a proceeding alleges that a contract is a standard form contract, it is presumed to be a standard form contract unless another party to the proceeding proves otherwise.
- (2) For the purposes of this Division, in determining whether a contract for supply of goods or services is a standard form contract, a court may take into account such matters as it thinks relevant, but must take into account the following:
 - (a) whether the supplier has all or most of the bargaining power relating to the transaction;

EXPOSURE DRAFT

Amendments **Schedule 1**
Subscription contracts **Part 2**

- 1 (b) whether the supplier has made another contract, in the same
2 or substantially similar terms, prepared by the supplier, and,
3 if so, how many such contracts the supplier has made;
4 (c) whether the contract was prepared by the supplier before any
5 discussion relating to the transaction occurred between the
6 parties;
7 (d) whether the subscriber was, in effect, required either to
8 accept or reject the terms of the contract (other than the terms
9 referred to in subsection (4)) in the form in which they were
10 presented;
11 (e) whether the subscriber was given an effective opportunity to
12 negotiate the terms of the contract that were not the terms
13 referred to in subsection (4);
14 (f) whether the terms of the contract (other than the terms
15 referred to in subsection (4)) take into account the specific
16 characteristics of the subscriber or the particular transaction;
17 (g) any other matter prescribed by the regulations.
- 18 (3) For the purposes of this Division, a contract may be determined to
19 be a standard form contract despite the existence of one or more of
20 the following:
21 (a) an opportunity for the subscriber to negotiate changes, to
22 terms of the contract, that are minor or insubstantial in effect;
23 (b) an opportunity for the subscriber to select a term from a
24 range of options determined by the supplier;
25 (c) an opportunity for a party to another contract or proposed
26 contract to negotiate terms of the other contract or proposed
27 contract.
- 28 (4) For the purposes of paragraphs (2)(d), (e) and (f), the terms are:
29 (a) a term required, or expressly permitted, by a law of the
30 Commonwealth or of a State or Territory; or
31 (b) a term included in the contract, or taken to be so included, by
32 operation of a law of the Commonwealth, or of a State or
33 Territory, that regulates the contract.

14 In the appropriate position in Chapter 6 of Schedule 2

Insert:

EXPOSURE DRAFT

EXPOSURE DRAFT

Schedule 1 Amendments

Part 2 Subscription contracts

Part 9—Application provisions relating to the Competition and Consumer Amendment (Unfair Trading Practices) Act 2026

310 Application—subscription contracts

(1) Subsections 48C(2), 48D(2) and 48E(4) (the *notice requirements*), and section 48G, inserted by the *Competition and Consumer Amendment (Unfair Trading Practices) Act 2026*, apply in relation to a contract entered into on or after the commencement of Schedule 1 to that Act.

(2) The notice requirements and section 48G do not apply to a contract entered into before that commencement. However:

(a) if the contract is renewed on or after that commencement—the notice requirements and section 48G apply to the contract as renewed, on and from the day (the *renewal day*) on which the renewal takes effect; or

(b) if the contract is varied on or after that commencement and paragraph (a) has not already applied in relation to the contract—the notice requirements and section 48G apply to the contract as varied, on and from the day (the *variation day*) on which the variation takes effect.

(3) Despite paragraphs (2)(a) and (b), the notice requirements do not require a person to give a subscriber information at a time before the renewal day or the variation day.

(4) Despite paragraphs (2)(a) and (b), the notice requirements and section 48G do not apply to the extent that:

(a) the operation of the sections would result in an acquisition of property from a person otherwise than on just terms; and

(b) the acquisition of property would be invalid because of paragraph 51(xxxi) of the Constitution.

(5) In this section:

EXPOSURE DRAFT

Amendments **Schedule 1**
Subscription contracts **Part 2**

- 1
- acquisition of property* has the same meaning as in
- 2
- paragraph 51(xxxi) of the Constitution.
- 3
- just terms* has the same meaning as in paragraph 51(xxxi) of the
- 4
- Constitution.

EXPOSURE DRAFT

Schedule 1 Amendments

Part 3 Drip pricing

Part 3—Drip pricing

Competition and Consumer Act 2010

15 Subsection 2(1) of Schedule 2

Insert:

base price: see subsection 48A(6).

transaction based charge: see subsections 48A(7) and (8).

16 At the end of Division 4 of Part 3-1 of Schedule 2

Add:

48A Transaction based charges to be disclosed in certain circumstances

Requirement to disclose

- (1) This section applies in relation to goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption.
- (2) A person who, in trade or commerce, in offering to supply goods or services to another person, discloses a base price for any of the goods or services must disclose in accordance with subsection (3) the following information for any transaction based charge for the supply:
 - (a) either:
 - (i) if the amount of the transaction based charge can be calculated—the amount of the transaction based charge;
or
 - (ii) in any other case—the method for calculating the transaction based charge;
 - (b) that it is a per transaction charge;
 - (c) whether the transaction based charge will or may apply to the supply;

EXPOSURE DRAFT

Amendments **Schedule 1**
Drip pricing **Part 3**

- 1 (d) whether or not the base price disclosed includes the
2 transaction based charge.
- 3 Note 1: A pecuniary penalty may be imposed for a contravention of this
4 subsection.
- 5 Note 2: This subsection applies each time a base price is disclosed. The base
6 price, and the information required to be disclosed, could be different
7 at different stages of the purchase process.
- 8 (3) For the purposes of subsection (2), the information must be
9 disclosed:
- 10 (a) while the base price is disclosed; and
11 (b) in a legible, prominent and unambiguous way; and
12 (c) in close proximity to the base price.
- 13 (4) Subsection (2) does not apply if the offer is made exclusively to a
14 body corporate.
- 15 (5) A person who wishes to rely on subsection (4) in proceedings bears
16 an evidential burden in relation to that matter.
- 17 *Base price*
- 18 (6) An amount payable by a purchaser for a supply of goods or
19 services is a **base price** for the goods or services if it includes the
20 amount payable for the goods or services themselves.
- 21 Example: An amount that is merely a tax, duty, fee or levy payable in relation to
22 a supply is not a base price.
- 23 *Transaction based charge*
- 24 (7) A charge (or part of a charge) of any description is a **transaction**
25 **based charge** for a supply of goods or services if:
- 26 (a) it is payable by the purchaser for the supply on a per
27 transaction basis; or
28 (b) it may be payable by the purchaser for the supply and, if it
29 were payable, it would be payable on a per transaction basis.
- 30 (8) However, the following charges are not **transaction based**
31 **charges**:
- 32 (a) a charge that is payable at the option of the purchaser;

EXPOSURE DRAFT

EXPOSURE DRAFT

Schedule 1 Amendments
Part 3 Drip pricing

- 1 (b) a payment surcharge (within the meaning of Part IVC of the
- 2 Competition and Consumer Act);
- 3 (c) a charge that is payable in relation to sending goods from the
- 4 supplier to the purchaser;
- 5 (d) any tax, duty, fee, levy or charge imposed on the supplier;
- 6 (e) any amount paid or payable by the supplier with respect to
- 7 any tax, fee, levy or charge if:
- 8 (i) the amount is paid or payable under an agreement or
- 9 arrangement made under a law of the Commonwealth, a
- 10 State or a Territory; and
- 11 (ii) the tax, duty, fee, levy or charge would have otherwise
- 12 been payable by another person in relation to the
- 13 supply;
- 14 (f) a charge prescribed for the purposes of this paragraph.

15 *General*

- 16 (9) This section does not limit section 48.

17