



21 April 2009

By email: unitpricing@treasury.gov.au

The Manager
Consumer Policy Framework Unit
The Treasury
Langton Crescent
PARKES ACT 2600

Dear Sir/Madam

Unit Pricing – Draft Industry Code

Consumer Action Law Centre (**Consumer Action**) welcomes the opportunity to comment on the draft Trade Practices (Industry Codes – Unit Pricing) Regulations 2009 (the **Draft Code**). We have previously made a submission to the Treasury on the Unit Pricing Issues Paper as well as providing a briefing paper in February 2009 on the proposed National Unit Pricing Regime which was co-authored with the Queensland Consumers Association (the **Briefing Paper**).

We welcome and support the introduction of a mandatory national unit pricing code. An effective regime will allow for consumers to easily compare the price of different grocery items across package sizes, brands and different products, which in turn means shoppers will have the ability to make large savings on grocery bills. Given the fact that many families and vulnerable consumers are currently struggling to make ends meet, particularly due to the current financial crisis, any system which can help drastically cut what is for most families their largest weekly costs is crucial. We also believe an effective unit pricing regime will be pro-competitive.

We believe the Draft Code goes some way in fulfilling these objectives. However, to ensure an effective unit pricing system there are some areas in the Draft Code that require some modification. In particular, we refer to the legibility of the displayed unit prices, the units of measurement and the exempt grocery categories as well as education and compliance issues. Our more detailed comments on the Draft Code are set out below.

About Consumer Action

Consumer Action is an independent, not-for-profit, campaign-focused casework and policy organisation. Consumer Action provides free legal advice and representation to vulnerable and disadvantaged consumers across Victoria, and is the largest specialist consumer legal practice in Australia. Consumer Action is also a nationally-recognised and influential policy and research body, pursuing a law reform agenda across a range of important consumer issues at a governmental level, in the media, and in the community directly.

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Regulation 3 – Code of Conduct

Consumer Action strongly supports the provision in the Draft Code declaring it to be a mandatory industry code under section 51AE of the *Trade Practices Act 1974* (Cth) (the **Act**). It is only through mandatory minimum unit pricing requirements that consistency of implementation across stores and across the country can be ensured, which in turn provides for a more effective unit pricing system.

Schedule 1 Part 1 Preliminary

Clause 3 - Definitions

Consumer Action considers that most of the definitions proposed in clause 3 of the Draft Code are effective. For example, it is relatively easy to determine the meaning and the differences in terms such as ‘grocery item’ and ‘grocery category’. We also note our support for the inclusion of the ‘participating grocery retailer’ definition, to ensure that smaller grocery retailers who are not required to unit price but who do so voluntarily must then unit price in accordance with the code’s requirements.

However, Consumer Action is concerned about the definition of a ‘store-based grocery retailer’ in this section of the Draft Code. It reads:

store-based grocery retailer means a person that sells a minimum range of food-based grocery items to consumers in retail premises that have more than 1 000 square metres of floor space dedicated to displaying groceries.

Consumer Action accepts that there is a justification for restricting the application of a mandatory unit pricing code to retailers who operate from retail premises above a certain floor space size, to ensure that major retailers such as supermarkets must comply with the code while not imposing an excessive burden on smaller businesses such as milk bars.

Nevertheless, we continue to advocate that the Government commit to requiring this definition, which effectively acts as an exemption for smaller retailers, to be reviewed five years post-implementation (and if necessary, every five years after that), perhaps by subjecting the inclusion in this definition of ‘that have more than 1 000 square metres of floor space dedicated to displaying groceries’ to a sunset clause. It is highly likely that the introduction of electronic shelf labelling and other technological advances will continue to roll-out in Australia and these will make it increasingly easy and more cost-effective for all stores to unit price over time. This was the approach taken in Europe to the small retailer exemption.

A further consideration with this exemption for small retailers is that in some cases, medium to larger retailers such as Aldi, IGA and Franklins operate from stores with a smaller floor space than 1,000 square metres. The underlying purpose for this exemption would not seem to justify the exclusion of such stores from the unit pricing regime and they may be unintentionally excluded from the definition of a ‘store-based grocery retailer’ because it provides for such a large minimum floor space in comparison with the equivalent exemption in overseas unit pricing

regimes.¹ A more effective definition may consider adapting the approach proposed in the 2008 Queensland draft unit pricing regulation, which required compliance when a retailer operated from floor space smaller than the minimum specified square metres if the retailer also used computerised shelf labels and barcode scanners at the checkout. This is also similar to the Irish approach to the small retailer exemption.²

A minor change is also suggested to ensure that all references to the concept of selling include the concept of offering to sell. The definitions in the Draft Code include a definition of 'sell' as including 'offer for sale', but there is no inclusion in the Draft Code of the common legislative interpretation provision providing that references to certain words cover all variations of that word, so that a reference to 'sell' would include variations such as 'selling' or 'sold'. We recommend the inclusion of such a provision as there are references to selling or sold that should clearly cover offers, not just sales. For example, the Draft Code proposes that the definition of 'selling price' be:

selling price, in relation to a grocery item, means the final price (including GST) at which the grocery item is sold by a prescribed grocery retailer to a consumer. [our emphasis]

The term sold must encompass 'offered for sale' as consumers will use the unit price to determine whether to purchase a product before, not after, it has been sold. The unit price refers to the price at which goods are offered for sale.

Clause 4 - Application

According to clause 4(1) of the Draft Code, unit pricing is required to be implemented by store-based grocery retailers by 1 December 2009. While we accept that this provides a firm start date for the mandatory requirements, it does mean that, in practice, retailers will probably implement unit pricing progressively in the period between the code's prescription and 1 December. The Government must acknowledge that this could cause some confusion for consumers, potentially discouraging consumer interest and use, particularly if retailers begin by introducing unit prices to some but not all grocery items of the same type or of the one grocery category, rather than implementing them item type by item type, and category by category. This makes it even more critical that an effective education campaign, both general and more importantly in-store, begin from 1 December. We discuss this further below.

Clause 4(2) provides for different start dates for participating grocery retailers, that is, smaller retailers who voluntarily unit price. As we stated in our joint Briefing Paper, it is reasonable to

¹ All European Union member states have unit pricing laws and not all member states provide for a small retailer exemption, however, for those that do and define it by reference to floor space none comes close to 1,000 square metres: 'The majority of Member States considers the total sales area and identifies a threshold below which the obligation to indicate the unit price is no longer applicable. The relevant thresholds range from 50 m² in Greece to 500 m² in Slovenia...In France the derogation is only available for non self service retail outlets with a sales area not exceeding 120 m².' Commission of the European Communities, *Communication from the Commission to the Council and the European Parliament on the implementation of Directive 1998/6/EC of the European Parliament and of the Council of 16 February 1998 on consumer protection in the indication of prices of products offered to consumers*, June 2006, p 9. In the UK, the Price Marking Order 2004 art.1(2) defines a small shop as 'any shop which has a "relevant floor area" not exceeding 280 square metres'.

² S.I. No. 639/2002 European Communities (Requirements To Indicate Product Prices) Regulation 2002 reg.5(2)(g) provides that a trader does not have to unit price in a premises in which the trader does not make use of equipment for printing shelf edge labels or equipment for point of sale scanning.

provide a transition period to give these retailers sufficient time to ensure their unit pricing systems comply with the code's requirements, however, we note that unless the code is prescribed on 1 June 2009 this will mean participating grocery retailers who currently unit price will have a different start date to store-based grocery retailers (cl.4(2)(a)), which will potentially exacerbate consumer confusion simply because of an arbitrary mismatch of start dates. We therefore recommend that the start dates in clauses 4(1) and 4(2)(a) be aligned. In our view, either start date is reasonable for both sets of retailers.

Clause 5 - Consistency with other Commonwealth legislation

Between 1 December 2009 when the code will be implemented and 1 July 2010 when the Federal Government assumes responsibility for trade measurement legislation, state and territory trade measurement legislation relevant to the code will continue to be operating. We recommend that the Draft Code be amended to stipulate that it has effect to the extent it is not inconsistent with such state and territory trade measurement legislation until 1 July 2010.

Schedule 1 Part 2 Requirements to display unit prices

Clause 6 - Display of unit prices

One of the most important aspects of the final code will be the requirements for displaying the unit price. According to clause 6(2) of the Draft Code:

The retailer must ensure that the unit price for a grocery item:

- (a) is displayed prominently and in close proximity to the selling price for the grocery item;
and
- (b) is legible and unambiguous.

Consumer Action recognises that this section is useful in its requirements for displaying unit prices by reference to four criteria. It is critical in ensuring the code functions properly and that unit prices are easy to notice, easy to read and easy to use.

However, the Government has chosen to include such provisions as an alternative to setting more prescriptive, but also clearer, requirements for the display of unit prices such as minimum sizes and colour backgrounds as is required in some overseas jurisdictions, that would have provided more certainty that unit prices would be displayed in a manner that meant consumers could, in practice, notice, read and use them. Not specifying the size of the unit price displays in the Draft Code allows for confusion and debate on what is prominent, in close proximity, legible or unambiguous. In case of any doubt about this, we note that the United Kingdom (**UK**) Price Marking Order 2004, which provides for the UK's unit pricing regime, has similar display requirements:

- 7. (1) An indication of selling price, unit price, commission, conversion rate or a change in the rate or coverage of value added tax given in accordance with article 11 shall be -
 - (a) unambiguous, easily identifiable and clearly legible;
 - (b) subject to paragraph 2, given in proximity to:

- (i) the product; or
 - (ii) in the case of distance contracts and advertisements, a visual or written description of the product; and
- (c) so placed as to be available to consumers without the need for them to seek assistance from the trader or someone on his behalf in order to ascertain it.

However, as we noted in our joint Briefing Paper, this has not prevented problems in the UK regarding retailer displays of unit price markings, with the UK Trading Standards Institute recently stating that unit price information in the UK is ‘virtually unreadable to anyone without 20/20 eyesight or without a magnifying glass’.³

Indeed, we are aware that many Australian consumers, particularly senior citizens and the visually impaired, have already noted that much of the unit pricing currently being provided voluntarily by Australian supermarkets is difficult to read. Any future code must meet their needs. For that reason, we continue to advocate that if there is no specification of the size of unit price displays required, the code should at least provide examples of what would be considered prominent, legible and unambiguous to act as a guide in how businesses may display their unit prices. This would create some certainty for retailers by providing a clear way to ensure they meet the code’s standards, while retaining the flexibility to design their own unit price displays if they preferred, provided they remained in the code’s definition of prominent, legible and unambiguous. For instance, the code could deem that a unit price is considered prominent and legible if it is displayed on the same shelf label as the relevant selling price and is the greater of either 10mm or 50% of the height of the selling price. Such clauses in the code will not only encourage retailers to comply by giving them a sense of minimum standards, but will also guide a court or the ACCC in assessing compliance.

Clause 7 - Exempt grocery items

Consumer Action supports unit price requirement exemptions for grocery items that are genuinely difficult to unit price, namely items sold at a marked down price due to damage or the proximity to their perishable date and mixed-item packs. By contrast, we strongly recommend that planned special offers, including multi-buy offers, be required to be unit priced, given they are displayed on a planned basis and there is no reason consumers should not be able to compare value across these sorts of deals along with items priced as “usual”. We have previously set out more detailed reasons as to why special offers such as multi-buys should be unit priced, for example in our joint Briefing Paper. We therefore support proposed clause 7 of the Draft Code.

Clause 8 - Units of measurement and form of unit price

Consumer Action maintains that for a best practice unit pricing code, the standard units of measure for products sold by mass or volume should be per kilogram and per litre and other units should be specified for certain products if required. We believe that using smaller units as the

³ Trading Standards Institute, *Specified Quantities Consultation - NWML Consultation 2008 - Response of The Trading Standards Institute*, December 2008, p.8, available at www.tradingstandards.gov.uk.

default standard makes price comparisons difficult for consumers as the prices differences appear smaller and less valuable.

However, to the extent that clause 8 represents the Government's chosen decision on standard units of measurement, we welcome the recognition that some items will require alternative units of measurement, to be provided for under clause 11.

Clause 8(1)(e), provides for a standard unit of measurement of 'per item' for grocery items supplied by number where the number of items does not exceed 4. This leaves no provision for a standard unit of measurement for items sold by number where the number of items exceeds 4. Instead, provision for this situation is contained in clause 11 as an 'alternative' unit of measurement. We submit it is more appropriately included in clause 8 as the standard unit of measurement for the situation where items are sold by number and the number is 5 or more.

More importantly, however, this leaves open the strong possibility that the same grocery item could be unit priced differently depending on what package size it is being sold in. For example, a 2-pack of soaps could be unit priced per soap whereas a 10-pack of the same soaps could be unit priced per 10 soaps. We therefore recommend that, subject to clause 11, all items sold by number be required to use the same unit of measurement regardless of the number of items sold in a package. We also recommend that this single standard unit be 'per 10 items' as an appropriate balance between smaller and larger package sizes.

We also suggest that the Government consider revising clause 8(2). We understand and support the intent behind the clause - namely ensuring grocery items are unit priced with reference to the most appropriate of per volume, per weight, per length, per area or per item. However, in our view the current drafting is confusing. Clause 8(1) provides that a 'unit of measurement' can be something precise such as 'per 100 millilitres' or 'per 100 grams' not merely a less specified unit such as "per # millilitres/grams" or even "per volume/weight". Clause 8(2) goes on to provide that the most relevant unit of measurement to use is 'the unit of measurement displayed on the packaging' but the unit of measurement displayed on the packaging might be any of numerous permutations, such as per kilolitre or per kilogram, or per 825 millilitres or per 455 grams. Such units of measurement on packaging will not match any of the units of measurement in clause 8(1).

Clause 9 - Advertising

Consumer Action supports the proposed requirements for grocery retailers to display a unit price in print and website advertising of grocery items although we note that, as with in-store and online displays under clause 6, unit prices should probably only be required for items for which a selling price is also displayed.

We also note that clause 9(1) of the Draft Code only requires retailers to display unit prices in advertising in accordance with clause 6(2) of the Draft Code, however, such advertising should also be required to comply with clause 8 so that the appropriate units of measurement and price displays are used.

Schedule 1 Part 3 Exempt grocery categories and alternative units of measurement

Clause 10 – grocery categories exempt from unit pricing

While Consumer Action agrees that many of the grocery categories exempt from the unit pricing regime under this draft clause are reasonably excluded, such as computer, audio-visual, telecommunications and sports equipment, clothing and toys, there are also several grocery categories listed in this clause that include grocery items for which we fail to see any justification for exclusion.

We therefore strongly recommend that the Government re-visit the drafting of clause 10 to ensure that it does not exclude the requirement to display unit prices in relation to grocery items that are common purchases in supermarkets and for which consumers often seek the best price or value. These include items for which basic or generic versions are available, illustrating precisely the point that consumers look for price and value in purchasing such items.

Our concerns relate to the following grocery categories listed in clause 10 of the Draft Code:

(a) books, magazines and stationary

We accept that books and magazines are not staple products and will differ significantly in nature and content, thus unit pricing is less relevant in consumer purchasing decisions regarding these items.

However, stationary is a significantly different category of product to books and magazines. Much stationary, such as sheets of paper and envelopes, come in standard forms, sizes and varieties and consumers often look for value in purchasing these items, for example, a pack of standard letter envelopes or a pack of A4 lined sheets of paper are essentially standard or staple products. Stationary should not be excluded from the unit pricing regime.

(b) optical discs and magnetic storage devices used for computing, sound reproduction or video, whether or not they are pre-loaded with content

There is a significant difference between DVDs, CDs and video tapes purchased by consumers primarily for their content, and blank or largely blank versions of these products. Blank versions are staple products that tend to differ little in features between brands, save that there are set quality or length features that may vary, and they tend to be priced differently per unit depending on the number of such items bought together in a pack, for example a 10 computer CD pack versus a 30 computer CD pack. As items that are often purchased by consumers primarily on price, there is a strong need for unit prices to be displayed for these items, and we recommend they be removed from clause 10.

(c) photography items and equipment

We agree that hardware that falls under this category such as cameras and camera accessories do not necessarily need to be unit priced. However, basic items used in connection with photography such as rolls of film and memory cards often differ little in

quality and value or price is the material consideration in purchasing such items. We therefore recommend that such items, including rolls of film, sheets of photo paper and memory cards, be excluded from this category so that they must be unit priced.

(d) electrical items, except for batteries

There are items other than batteries that might also arguably be classified as electrical although they are basic products without substantial electrical wiring and should be subject to the unit pricing regime, such as electrical tape and light globes. Such items should therefore be excluded from this category under clause 10.

(e) garden tools, and items for garden or pool maintenance or decoration

Again, there are several items that would fall into this category but that essentially have the character of staples and are purchased primarily on price or value. These include weed killer, insecticide, basic fertilisers and cleaning products. These are all items for pool or garden maintenance, which are not the same category as garden tools or decorative items and should not be listed in clause 10.

Clause 11 - Alternative units of measurement

As previously mentioned, we welcome the provision under the Draft Code for alternative units of measurement to be used for certain products, but in some circumstances the grocery categories listed in clause 11 do not extend the alternative unit of measurement to the full range of items that should be covered. We therefore recommend some amendments to clause 11 as follows:

Item 5 - Cosmetics

Clause 11 provides for cosmetics products to be unit priced for 'each', unless sold by weight or volume. We suggest that the relevant unit of measurement should be 'per item' to retain consistency with the standard unit of measurement for items sold by number.

Items 7, 8 and 9 - Fresh meat, Fresh vegetables and fruit, Cheese

Item 7 refers only to 'fresh meat' as being required to be unit priced per kilogram. However, trade measurement legislation requires all pre-packed meat to be sold with a unit price displayed per kilogram, not just fresh meat. It also requires the similar grocery categories of dressed poultry, fish (including crustaceans) and smallgoods including bacon, corned beef and ham to be unit priced per kilogram. It is unclear why all of these categories are not listed in full in clause 11 as requiring unit pricing per kilogram and at present, clause 11 would result in requirements inconsistent with trade measurement laws. Consumer Action strongly recommends that clause 11 list the entire grocery category of 'meat', not solely fresh meat, and include the other categories of fish, poultry and small goods. Doing so would also be more consistent with the purpose of the unit pricing regime, as consumers will often compare the price for fresh meat with smallgoods, frozen or processed meat alternatives, such as choosing between fresh sausages or processed sausages, in determining which product to purchase. The full benefits of unit pricing cannot be realised, meaning consumers have less ability to save on grocery bills

and drive effective competition, if consumers are not able to use unit price information to compare between the same product in different package type.

The same concerns apply to item 8, which refers only to 'fresh vegetables and fruit' but which needs to be broadened to include all forms of these products, including frozen vegetables, canned fruit and vegetables and dried and mixed fruit products. Consumers do make price comparisons between, for example, fresh and frozen fruit and vegetable products in determining which to buy and it is essential that they be unit priced according to the same unit of measurement to allow consumers to make proper comparisons and ensure the mandatory unit pricing code is effective. This is becoming even more crucial with the proposed introduction of a carbon pollution reduction scheme which will result in price increases for food and other grocery items based on the cost of carbon emissions relating to their production, storage and transport. The purpose of such a scheme is to incorporate the environmental cost into the final cost of consumer items so that consumers take these costs into account in choosing between different items for purchase. This will, intentionally, result in different price increases in relation to different versions of similar items, such as between frozen and processed goods, due to greenhouse costs associated with refrigeration, transport, the production cost of packaging and so on. The unit price regime should enable accurate price comparisons between different forms of the same product in line with the policy behind the introduction of emissions trading, namely, that consumers make relevant purchasing decisions taking into account all costs.

Further, we again note that current trade measurement legislation requires all fruit and vegetables (other than whole fruit and vegetables) priced according to mass, all dried or dehydrated fruit, all dried or dehydrated mixed fruit, and mushrooms to be unit priced per kilogram. As a small point, we assume that even under the current drafting of clause 11 fresh mushrooms are intended to be covered, however, technically they are not covered as they are not a fruit or vegetable.

Similar to meat, vegetables and fruit, the code must also be more specific with its definition of cheese under item 9. It should clarify that all cheese is covered, whether fresh, packaged or processed cheese and both cheese and cheese products, as under trade measurement legislation.

Item 10 – Milk, (including flavoured milk), soft drinks and juices

We welcome the inclusion of beverages in clause 11 as requiring a unit price to be displayed per litre. Beverages are commonly sold in large containers with a volume over 1 litre and it would be confusing for consumers to unit price these by reference to a smaller measurement. However, we consider that this item should also be expanded to include all beverages, particularly water and "enhanced-water" products such as sports drinks. There does not seem to be any reason why such beverages should be treated differently to juices or soft drinks.

Item 11 - Air fresheners

Clause 11 provides that retailers may choose whether to unit price air fresheners per 'each' or 'per 10 millilitres'. However, there is no guidance as to which measurement should be used in any given circumstance and this could lead to, for example, competing brands of air freshener or different product sizes being unit priced differently even as they are displayed side by side. This would mean that consumers cannot compare value, precisely the opposite of the intention of displaying unit prices. We recommend that the Draft Code choose only one method for unit pricing of air fresheners. If the choice is to unit price per product, we suggest the unit of measurement should be 'per item' rather than 'each'.

Item 12 - Products supplied on a roll (including toilet paper)

We strongly support the requirement to display unit prices per 100 sheets for products sold on a roll, such as toilet paper, paper hand towels, plastic wrap and foil. It would be effectively meaningless to unit price such products by reference to one sheet given the tiny cost of such a small unit of the product, while pricing per roll would not enable meaningful comparisons across products given the difference in sheet number and size included in rolls. Sheet size is generally required to be marked on the package under trade measurement legislation.

It appears that facial tissues are not covered by item 12 as it is currently drafted, because they are not sold on a roll, although they are sold in sheets. We therefore recommend that this item be drafted to include tissues as being required to be priced per 100 sheets. If this is not done, tissues are arguably covered by item 13, meaning they would be unit priced per 10 sheets, which is likely to be a very small unit price and not an adequate basis for consumers to use and compare value across brands and product sizes.

Item 13 - Products (other than batteries) supplied by number in packages of 5 or more items

As noted above, item 13 is probably better included in clause 8 given it is actually the standard, not an alternative, for products sold by number in packages of 5 or more items.

Item 14 Batteries

Again we note that this product should be unit priced by reference to 'item' rather than 'each'. However, we strongly advocate that batteries should not be excluded from item 13 and should be required to be unit priced per 10 items, not per item. Batteries are difficult products to compare and are frequently sold in a variety of different package sizes, from one to two to 20 for the same battery type and brand. Batteries are one of the products frequently placed by supermarkets in the checkout aisle in small package sizes as they are a good candidate for last-minute, impulse purchases by consumers. This makes it imperative that they be appropriately unit priced to help consumers make informed decisions about the price and value of batteries, particularly the smaller package sizes. Pricing batteries per item minimises the price and makes them appear cheaper. Pricing

per 10 items would clarify the relative value of smaller and larger package sizes and the relative value across brands, which is currently difficult for consumers to determine.

Other Matters – Issues not addressed in the code

Education

In our Briefing Paper, we argued that introducing a mandatory unit pricing code without an education campaign would mean that the code would be less effective and less beneficial to consumers. For unit pricing to be utilised, an advertising and education campaign is required to coincide with the introduction of the code to inform Australian consumers of what unit pricing is and how it can be used.

While we recognise that the Government has proposed that the Australian Competition and Consumer Commission (**ACCC**) will provide educative measures, this is simply insufficient if it is expected that consumers should be able to make use of unit price displays. It is critical that information about unit prices be made available and displayed in relevant locations, namely, at the time and place where consumers can actually use it while shopping. This requires in-store information.

Consumer Action continues to advocate for the unit pricing code to compel retailers to provide in-store education materials such as a permanent display of posters and the distribution of pamphlets explaining the new unit pricing system.

Furthermore, we believe the code should specify that the education materials used by retailers should be those provided by the ACCC, to ensure consistency in the information provided to consumers. Alternatively, retailers may wish to provide consumers with their own educational materials rather than use the ACCC's but in this case they must be consistent with any ACCC material.

Compliance and enforcement

As a mandatory industry code, the unit pricing code will be enforceable by the ACCC using the provisions of Part VI of the Act. However, we note that the Government is currently consulting on proposals to insert new, more modern and flexible enforcement powers, penalties and remedies into the Act in relation to consumer law obligations and at present it is unclear whether these new and important enforcement provisions will apply to the enforcement of the provisions of mandatory industry codes under Part IVB of the Act. We therefore urge the Government to ensure that the full range of enforcement powers is available in relation to Part IVB matters.

Importantly, one of the proposed new enforcement powers is the ability of regulators to issue infringement notices. This is an important enforcement tool in relation to unit pricing requirements as it allows for an appropriate and efficient response to smaller-scale breaches of consumer laws such as inaccurate or badly displayed unit prices. However, even if an infringement notice power is inserted into the Act and is extended to cover Part IVB, it is generally necessary to specify the exact provisions that can be subject to an infringement notice in an act or regulations before they can be used, thus it may be necessary to specify in the unit pricing code which provisions may be enforced by infringement notice now, even before a broad

infringement notice power is inserted into the Act, so that in the event this power is introduced it can be made to apply to various unit pricing requirements as considered appropriate.

Thank you for the opportunity to provide comments on the Draft Code. Please contact the Sean Carroll or Nicole Rich on 03 9670 5088 if you have any questions about the matters raised in this submission.

Yours sincerely

CONSUMER ACTION LAW CENTRE

A handwritten signature in black ink, appearing to read 'Sean Carroll', written in a cursive style.

Sean Carroll
Policy Officer

A handwritten signature in black ink, appearing to read 'Nicole Rich', written in a cursive style.

Nicole Rich
Director – Policy & Campaigns