



Australian Capital Territory

# **Electronic Transactions Act 2001**

**A2001-10**

**Republication No 4**

**Effective: 2 June 2012**

Republication date: 2 June 2012

Last amendment made by [A2012-14](#)  
(republication for expiry of transitional provisions (pt 10))

Authorised by the ACT Parliamentary Counsel

## About this republication

### The republished law

This is a republication of the *Electronic Transactions Act 2001* (including any amendment made under the *Legislation Act 2001*, part 11.3 (Editorial changes)) as in force on 2 June 2012. It also includes any commencement, amendment, repeal or expiry affecting this republished law to 2 June 2012.

The legislation history and amendment history of the republished law are set out in endnotes 3 and 4.

### Kinds of republications

The Parliamentary Counsel's Office prepares 2 kinds of republications of ACT laws (see the ACT legislation register at [www.legislation.act.gov.au](http://www.legislation.act.gov.au)):

- authorised republications to which the *Legislation Act 2001* applies
- unauthorised republications.

The status of this republication appears on the bottom of each page.

### Editorial changes

The *Legislation Act 2001*, part 11.3 authorises the Parliamentary Counsel to make editorial amendments and other changes of a formal nature when preparing a law for republication. Editorial changes do not change the effect of the law, but have effect as if they had been made by an Act commencing on the republication date (see *Legislation Act 2001*, s 115 and s 117). The changes are made if the Parliamentary Counsel considers they are desirable to bring the law into line, or more closely into line, with current legislative drafting practice.

This republication does not include amendments made under part 11.3 (see endnote 1).

### Uncommenced provisions and amendments

If a provision of the republished law has not commenced, the symbol **U** appears immediately before the provision heading. Any uncommenced amendments that affect this republished law are accessible on the ACT legislation register ([www.legislation.act.gov.au](http://www.legislation.act.gov.au)). For more information, see the home page for this law on the register.

### Modifications

If a provision of the republished law is affected by a current modification, the symbol **M** appears immediately before the provision heading. The text of the modifying provision appears in the endnotes. For the legal status of modifications, see the *Legislation Act 2001*, section 95.

### Penalties

At the republication date, the value of a penalty unit for an offence against this law is \$110 for an individual and \$550 for a corporation (see *Legislation Act 2001*, s 133).



Australian Capital Territory

# Electronic Transactions Act 2001

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Australian Capital Territory

# Electronic Transactions Act 2001

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An Act to facilitate the use of electronic methods in transactions and record keeping

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## Part 1 Preliminary

### 1 Name of Act

This Act is the *Electronic Transactions Act 2001*.

### 3 Object

The object of this Act is to provide a regulatory framework that—

- (a) recognises the importance of the information economy to the future economic and social prosperity of Australia; and
- (b) facilitates the use of electronic transactions; and
- (c) promotes business and community confidence in the use of electronic transactions; and
- (d) enables business and the community to use electronic communications in their dealings with government.

### 4 Simplified outline

- (1) The following is a simplified outline of this Act:
  - (a) for a territory law, a transaction is not invalid because it took place by means of 1 or more electronic communications;
  - (b) the following requirements imposed under a territory law can generally be met in electronic form:
    - (i) a requirement to give information in writing;
    - (ii) a requirement to provide a signature;
    - (iii) a requirement to produce a document;
    - (iv) a requirement to record information;
    - (v) a requirement to retain a document;

- (c) for a territory law, provision is made for determining the time and place of the dispatch and receipt of an electronic communication;
  - (d) the purported originator of an electronic communication is bound by it for a territory law only if the communication was sent by the purported originator or with the authority of the purported originator.
- (2) Part 2A contains provisions applying to contracts involving electronic communications, including provisions (relating to the internet in particular) for the following:
- (a) an unaddressed proposal to form a contract is taken to be an invitation to make offers, rather than as an offer that if accepted would result in a contract;
  - (b) a contract formed automatically is not invalid, void or unenforceable because there was no human review or intervention;
  - (c) a portion of an electronic communication containing an input error can be withdrawn in certain circumstances;
  - (d) the application of certain provisions of part 2 to the extent they do not apply of their own force.

## 5 Dictionary

The dictionary at the end of this Act is part of this Act.

*Note 1* The dictionary at the end of this Act defines certain words and expressions used in this Act, and includes references (*signpost definitions*) to other words and expressions defined elsewhere in this Act or in other legislation.

For example, the signpost definition ‘*computer program*—see the [Copyright Act 1968](#) (Cwlth), section 10.’ means that the expression ‘computer program’ is defined in that section and the definition applies to this Act.

*Note 2* A definition in the dictionary (including a signpost definition) applies to the entire Act unless the definition, or another provision of the Act, provides otherwise or the contrary intention otherwise appears (see [Legislation Act 2001](#), s 155 and s 156 (1)).

## 6 Notes

A note included in this Act is explanatory and is not part of this Act.

*Note* See [Legislation Act 2001](#), s 127 (1), (4) and (5) for the legal status of notes.

## 6A Exemptions

- (1) The regulations may provide that all or stated provisions of this Act do not apply—
  - (a) to transactions, requirements, permissions, electronic communications or other stated matters; or
  - (b) in stated circumstances.

*Note* Power to make a statutory instrument in relation to a matter includes power to make provision in relation to a class of matter (see [Legislation Act](#), s 48 (2)).

- (2) A regulation may provide that all or stated provisions of this Act do not apply to stated territory laws.

## **Part 2**                      **Application of legal requirements to electronic communications**

### **Division 2.1**                **General rule about validity of transactions for territory laws**

#### **7**                      **Validity of electronic transactions**

- (1) For a territory law, a transaction is not invalid because it took place wholly or partly by means of 1 or more electronic communications.
- (2) The general rule in subsection (1) does not apply in relation to the validity of a transaction to the extent to which another, more specific, provision of this part deals with the validity of the transaction.

### **Division 2.2**                **Requirements under territory laws**

#### **8**                      **Writing**

- (1) If, under a territory law, a person is required to give information in writing, that requirement is taken to have been met if—
  - (a) the person gives the information by means of an electronic communication; and
  - (b) at the time the information was given, it was reasonable to expect that the information would be readily accessible so as to be useable for subsequent reference; and
  - (c) the person to whom the information is required to be given consents to the information being given by means of an electronic communication.
- (2) If, under a territory law, a person is permitted to give information in writing, the person may give the information by means of an electronic communication if—

- (a) at the time the information was given, it was reasonable to expect that the information would be readily accessible so as to be useable for subsequent reference; and
  - (b) the person to whom the information is permitted to be given consents to the information being given by means of an electronic communication.
- (3) This section does not affect the operation of any other territory law that provides for or in relation to requiring or permitting information to be given, in accordance with particular information technology requirements—
- (a) on a particular kind of data storage device; or
  - (b) by means of a particular kind of electronic communication.
- (4) This section applies to a requirement or permission to give information, whether the expression give, send or serve, or any other expression, is used.
- (5) For this section, giving information includes, but is not limited to, the following:
- (a) making an application;
  - (b) making or lodging a claim;
  - (c) giving, sending or serving a notification;
  - (d) lodging a return;
  - (e) making a request;
  - (f) making a declaration;
  - (g) lodging or issuing a certificate;
  - (h) making, varying or cancelling an election;
  - (i) lodging an objection;
  - (j) giving a statement of reasons.

## **9 Signatures**

- (1) If, under a territory law, a person's signature is required, that requirement is taken to have been met for an electronic communication if—
  - (a) a method is used to identify the person and to show the person's intention in relation to the information communicated; and
  - (b) the method was either—
    - (i) as reliable as was appropriate for the purpose for which the electronic communication was generated or communicated, in the circumstances, including any relevant agreement; or
    - (ii) proven in fact to have fulfilled the functions mentioned in paragraph (a), by itself or together with further evidence; and
  - (c) the person to whom the signature is required to be given consents to that requirement being met using the method mentioned in paragraph (a).
- (2) This section does not affect the operation of any other territory law that provides for or in relation to requiring—
  - (a) an electronic communication to contain an electronic signature (however described); or
  - (b) an electronic communication to contain a unique identification in an electronic form; or
  - (c) a particular method to be used for an electronic communication to identify the originator of the communication and to show the originator's intention in relation to the information communicated.

- (3) The reference in subsection (1) to a law that requires a signature includes a reference to a law that provides consequences for the absence of a signature.

## **10 Production of document**

- (1) If, under a territory law, a person is required to produce a document that is in the form of paper, an article or other material, that requirement is taken to have been met if—
- (a) the person produces, by means of an electronic communication, an electronic form of the document; and
  - (b) having regard to all the relevant circumstances at the time the communication was sent, the method of generating the electronic form of the document provided a reliable means of assuring the maintenance of the integrity of the information contained in the document; and
  - (c) at the time the communication was sent, it was reasonable to expect that the information contained in the electronic form of the document would be readily accessible so as to be useable for subsequent reference; and
  - (d) the person to whom the document is required to be produced consents to the production, by means of an electronic communication, of an electronic form of the document.
- (2) If, under a territory law, a person is permitted to produce a document that is in the form of paper, an article or other material, then, instead of producing the document in that form, the person may produce, by means of an electronic communication, an electronic form of the document if—
- (a) having regard to all the relevant circumstances at the time the communication was sent, the method of generating the electronic form of the document provided a reliable means of assuring the maintenance of the integrity of the information contained in the document; and

- (b) at the time the communication was sent, it was reasonable to expect that the information contained in the electronic form of the document would be readily accessible so as to be useable for subsequent reference; and
  - (c) the person to whom the document is permitted to be produced consents to the production, by means of an electronic communication, of an electronic form of the document.
- (3) For this section, the integrity of information contained in a document is maintained if, and only if, the information has remained complete and unaltered, apart from—
- (a) the addition of any endorsement; or
  - (b) any immaterial change;
- which arises in the normal course of communication, storage or display.
- (4) This section does not affect the operation of any other territory law that provides for or in relation to requiring or permitting electronic forms of documents to be produced, in accordance with particular information technology requirements—
- (a) on a particular kind of data storage device; or
  - (b) by means of a particular kind of electronic communication.

## **11 Retention of information and documents**

- (1) If, under a territory law, a person is required to record information in writing, that requirement is taken to have been met if—
- (a) the person records the information in electronic form; and
  - (b) at the time of the recording of the information, it was reasonable to expect that the information would be readily accessible so as to be useable for subsequent reference; and

- (c) if the regulations require that the information be recorded on a particular kind of data storage device—that requirement has been met.
- (2) If, under a territory law, a person is required to retain, for a particular period, a document that is in the form of paper, an article or other material, that requirement is taken to have been met if—
- (a) the person retains, or causes another person to retain, an electronic form of the document throughout that period; and
  - (b) having regard to all the relevant circumstances at the time of the generation of the electronic form of the document, the method of generating the electronic form of the document provided a reliable means of assuring the maintenance of the integrity of the information contained in the document; and
  - (c) at the time of the generation of the electronic form of the document, it was reasonable to expect that the information contained in the electronic form of the document would be readily accessible so as to be useable for subsequent reference; and
  - (d) if the regulations require that the electronic form of the document be retained on a particular kind of data storage device—that requirement has been met throughout that period.
- (3) For subsection (2), the integrity of information contained in a document is maintained if, and only if, the information has remained complete and unaltered, apart from—
- (a) the addition of any endorsement; or
  - (b) any immaterial change;
- which arises in the normal course of communication, storage or display.
- (4) If, under a territory law, a person (the first person) is required to retain, for a particular period, information that was the subject of an

electronic communication, that requirement is taken to have been met if—

- (a) the first person retains, or causes another person to retain, in electronic form, the information throughout that period; and
- (b) at the time of commencement of the retention of the information, it was reasonable to expect that the information would be readily accessible so as to be useable for subsequent reference; and
- (c) having regard to all the relevant circumstances at the time of commencement of the retention of the information, the method of retaining the information in electronic form provided a reliable means of assuring the maintenance of the integrity of the information contained in the electronic communication; and
- (d) throughout that period, the first person also retains, or causes the other person to retain, in electronic form, such additional information obtained by the first person as is sufficient to enable the identification of the following:
  - (i) the origin of the electronic communication;
  - (ii) the destination of the electronic communication;
  - (iii) the time when the electronic communication was sent;
  - (iv) the time when the electronic communication was received; and
- (e) at the time of commencement of the retention of the additional information covered by paragraph (c), it was reasonable to expect that the additional information would be readily accessible so as to be useable for subsequent reference; and
- (f) if the regulations require that the information be retained on a particular kind of data storage device—that requirement has been met throughout that period.

- (5) For subsection (4), the integrity of information that was the subject of an electronic communication is maintained if, and only if, the information has remained complete and unaltered, apart from—
- (a) the addition of any endorsement; or
  - (b) any immaterial change;
- which arises in the normal course of communication, storage or display.

## **Division 2.3 Other provisions relating to territory laws**

### **13 Time of dispatch**

- (1) For a territory law, unless otherwise agreed between the originator and the addressee of an electronic communication, the time of dispatch of the electronic communication is—
- (a) the time when the electronic communication leaves an information system under the control of the originator or of the party who sent it on behalf of the originator; or
  - (b) if the electronic communication has not left an information system under the control of the originator or of the party who sent it on behalf of the originator—the time when the electronic communication is received by the addressee.

**Example—par (b)**

the exchange by parties of electronic communications through the same information system

*Note* An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see [Legislation Act](#), s 126 and s 132).

- (2) This section applies even though the place where the information system supporting an electronic address is located may be different

from the place where the electronic communication is taken to have been dispatched under section 13B.

### **13A Time of receipt**

- (1) For a territory law, unless otherwise agreed between the originator and the addressee of an electronic communication—
  - (a) the time of receipt of the electronic communication is the time when the electronic communication becomes capable of being retrieved by the addressee at an electronic address designated by the addressee; or
  - (b) the time of receipt of the electronic communication at another electronic address of the addressee is the time when both—
    - (i) the electronic communication has become capable of being retrieved by the addressee at that address; and
    - (ii) the addressee has become aware that the electronic communication has been sent to that address.
- (2) For subsection (1), unless otherwise agreed between the originator and the addressee of the electronic communication, it is assumed that the electronic communication is capable of being retrieved by the addressee when it reaches the addressee's electronic address.
- (3) This section applies even though the place where the information system supporting an electronic address is located may be different from the place where the electronic communication is taken to have been received under section 13B.

### **13B Place of dispatch and place of receipt**

- (1) For a territory law, unless otherwise agreed between the originator and the addressee of an electronic communication—
  - (a) the electronic communication is taken to have been dispatched at the place where the originator has its place of business; and

- (b) the electronic communication is taken to have been received at the place where the addressee has its place of business.
- (2) For subsection (1)—
- (a) a party's place of business is taken to be the location indicated by the party, unless another party shows that the party making the indication does not have a place of business at the location; and
- (b) if a party has not indicated a place of business and has only 1 place of business—that place is taken to be the party's place of business; and
- (c) if a party has not indicated a place of business and has more than 1 place of business—the place of business is that which has the closest relationship to the underlying transaction, taking into account the circumstances known to or contemplated by the parties at any time before or at the end of the transaction; and
- (d) if a party has not indicated a place of business and has more than 1 place of business, but paragraph (c) does not apply—the party's principal place of business is taken to be the party's only place of business; and
- (e) if a party is an individual and does not have a place of business—the party's place of business is taken to be the party's home address.
- Note 1* **Individual** means a natural person (see [Legislation Act](#), dict, pt 1).
- Note 2* **Home address**, for an individual, means the address of the place where the individual usually lives (see [Legislation Act](#), dict, pt 1).
- (3) A location is not a place of business only because it is—
- (a) where equipment and technology supporting an information system used by a party are located; or

- (b) where the information system may be accessed by other parties.
- (4) The fact only that a party makes use of a domain name or electronic mail address connected to a particular country does not create a presumption that its place of business is located in the country.

#### **14 Attribution of electronic communications**

- (1) For a territory law, unless otherwise agreed between the purported originator and the addressee of an electronic communication, the purported originator of the electronic communication is bound by that communication only if the communication was sent by the purported originator or with the authority of the purported originator.
- (2) Subsection (1) does not affect the operation of a territory law that provides for—
  - (a) conduct engaged in by a person within the scope of the person's actual or apparent authority to be attributed to another person; or
  - (b) a person to be bound by conduct engaged in by another person within the scope of the other person's actual or apparent authority.

## **Part 2A Additional provisions applying to contracts involving electronic communications**

### **14A Application—pt 2A**

- (1) This part applies to the use of electronic communications in relation to the formation or performance of a contract between parties where the proper law of the contract is (or would on its formation be) the law of the Territory.
- (2) Also, this part applies—
  - (a) whether some or all of the parties are located within Australia or elsewhere; and
  - (b) whether the contract is for business purposes, for personal, family or household purposes, or for other purposes.

### **14B Invitation to treat—contracts**

- (1) This section applies to a proposal to form a contract made through 1 or more electronic communications if the proposal—
  - (a) is not addressed to 1 or more particular parties; and
  - (b) is generally accessible to parties making use of information systems.
- (2) The proposal is taken to be an invitation to make offers, unless it clearly shows the intention of the party making the proposal to be bound in case of acceptance.
- (3) For subsection (1), a reference to a proposal made through an electronic communication includes a proposal that makes use of an interactive application for the placement of an order through an information system.

**14C Use of automated message systems for contract formation—non-intervention of individual**

- (1) This section applies to a contract formed by—
  - (a) the interaction of an automated message system and an individual; or
  - (b) the interaction of automated message systems.

*Note* **Individual** means a natural person (see [Legislation Act](#), dict, pt 1).

- (2) The contract is not invalid, void or unenforceable on the ground only that no individual reviewed or intervened in each action carried out by the automated message systems or the resulting contract.

**14D Error in electronic communications—contracts**

- (1) This section applies in relation to a statement, declaration, demand, notice or request, including an offer and the acceptance of an offer, that the parties are required to make or choose to make in relation to the formation or performance of a contract.
- (2) Subsection (3) applies if—
  - (a) an individual makes an input error in an electronic communication exchanged with the automated message system of another party; and

*Note* **Individual** means a natural person (see [Legislation Act](#), dict, pt 1).

- (b) the automated message system does not provide the individual with an opportunity to correct the error.
- (3) The individual, or the party on whose behalf the individual was acting, has the right to withdraw the part of the electronic communication in which the input was made if—
  - (a) the individual, or the party on whose behalf the individual was acting, notifies the other party of the error as soon as possible

after becoming aware of the error and indicates that he or she made an error in the electronic communication; and

- (b) the individual, or the party on whose behalf the individual was acting, has not used or received any material benefit or value from the goods or services (if any) received from the other party.
- (4) The right of withdrawal of a part of an electronic communication under this section is not of itself a right to rescind or otherwise terminate a contract.
  - (5) The consequences (if any) of the exercise of the right of withdrawal of a portion of an electronic communication under this section must be decided in accordance with any applicable rule of law.

*Note* In some circumstances the withdrawal of a part of an electronic communication may invalidate the entire communication or make it ineffective for the purposes of contract formation (see the UNCITRAL explanatory note for the United Nations Convention on the Use of Electronic Communications in International Contracts, par 241, accessible at [www.uncitral.org](http://www.uncitral.org).)

#### **14E Application of Act in relation to contracts**

- (1) Section 7 and sections 13 to 13B apply to the following in the same way as they apply to a transaction or electronic communication mentioned in those sections, and apply as if “For a territory law” was omitted:
  - (a) a transaction constituted by or relating to a contract;
  - (b) an electronic communication relating to the formation or performance of a contract.
- (2) However, this part (including subsection (1)) does not apply to or in relation to a contract to the extent that—
  - (a) part 2 would of its own force have the same effect as this part if this part applied; or

- (b) another State or Territory law (that is in substantially the same terms as part 2) would of its own force have the same effect as this part if this part applied.

**Example—circumstance where pt 2 may not apply of its own force**

a contract negotiated in a State or Territory with a supplier located overseas

*Note* An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see [Legislation Act](#), s 126 and s 132).



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## Dictionary

(see s 5)

*Note 1* The *Legislation Act 2001* contains definitions and other provisions relevant to this Act.

*Note 2* In particular, the *Legislation Act 2001*, dict, pt 1, defines the following terms:

- document
- home address
- individual
- regulations
- territory law
- the Territory.

***addressee*** of an electronic communication means a person who is intended by the originator to receive the electronic communication, but does not include a person acting as an intermediary in relation to the electronic communication.

***automated message system*** means a computer program or an electronic or other automated means used to initiate an action or respond to data messages in whole or in part, without review or intervention by an individual each time an action is started or a response is generated by the system.

***computer program***—see the *Copyright Act 1968* (Cwlth), section 10.

***consent*** includes consent that can reasonably be inferred from the conduct of the person concerned, but does not include consent given subject to conditions unless the conditions are complied with.

***data*** includes all or part of a computer program.

***data storage device*** means any article or material (for example, a disk) from which information is capable of being reproduced, with or without the aid of any other article or device.

***electronic communication*** means—

- (a) a communication of information in the form of data, text or images by means of guided or unguided electromagnetic energy, or both; or
- (b) a communication of information in the form of sound by means of guided or unguided electromagnetic energy, or both, where the sound is processed at its destination by an automated voice recognition system.

***information*** means information in the form of data, text, images or sound.

***information system*** means a system for generating, sending, receiving, storing or otherwise processing electronic communications.

***information technology requirements*** includes software requirements.

***non-profit body*** means a body that is not carried on for profit or gain to its individual members and is, by the terms of the body's constitution, prohibited from making any distribution, whether in money, property or otherwise, to its members.

***originator*** of an electronic communication means a person by whom, or on whose behalf, the electronic communication has been sent or generated before storage, if any, but does not include a person acting as an intermediary in relation to the electronic communication.

***performance*** of a contract includes non-performance of the contract.

***place of business*** means—

- (a) in relation to a person, other than an entity referred to in paragraph (b)—a place where the person maintains a non-transitory establishment to pursue an economic activity other than the temporary provision of goods or services out of a particular location; or

- (b) in relation to a government, an authority of a government or a non-profit body—a place where an operation or activity is carried out by the government, authority or body.

***this jurisdiction*** means the Territory.

***transaction*** includes—

- (a) any transaction in the nature of a contract, agreement or other arrangement; and
- (b) any statement, declaration, demand, notice or request, including an offer and the acceptance of an offer, that the parties are required to make or choose to make in relation to the formation or performance of a contract, agreement or other arrangement; and
- (c) any transaction of a non-commercial nature.

## Endnotes

1 About the endnotes

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## Endnotes

### 1 About the endnotes

Amending and modifying laws are annotated in the legislation history and the amendment history. Current modifications are not included in the republished law but are set out in the endnotes.

Not all editorial amendments made under the *Legislation Act 2001*, part 11.3 are annotated in the amendment history. Full details of any amendments can be obtained from the Parliamentary Counsel's Office.

Uncommenced amending laws are not included in the republished law. The details of these laws are underlined in the legislation history. Uncommenced expiries are underlined in the legislation history and amendment history.

If all the provisions of the law have been renumbered, a table of renumbered provisions gives details of previous and current numbering.

The endnotes also include a table of earlier republications.

### 2 Abbreviation key

A = Act	NI = Notifiable instrument
AF = Approved form	o = order
am = amended	om = omitted/repealed
amdt = amendment	ord = ordinance
AR = Assembly resolution	orig = original
ch = chapter	par = paragraph/subparagraph
CN = Commencement notice	pres = present
def = definition	prev = previous
DI = Disallowable instrument	(prev...) = previously
dict = dictionary	pt = part
disallowed = disallowed by the Legislative Assembly	r = rule/subrule
div = division	reloc = relocated
exp = expires/expired	renum = renumbered
Gaz = gazette	R[X] = Republication No
hdg = heading	RI = reissue
IA = Interpretation Act 1967	s = section/subsection
ins = inserted/added	sch = schedule
LA = Legislation Act 2001	sdiv = subdivision
LR = legislation register	SL = Subordinate law
LRA = Legislation (Republication) Act 1996	sub = substituted
mod = modified/modification	<u>underlining</u> = whole or part not commenced or to be expired

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### 3 Legislation history

**Electronic Transactions Act 2001 A2001-10**

notified 8 March 2001 ([Gaz 2001 No 10](#))  
s 1, s 2 commenced 8 March 2001 (LA s 75)  
remainder (ss 3-15) commenced 1 July 2001 (s 2 and [Gaz 2001 No 26](#)  
p 716)

as amended by

**[Legislation \(Consequential Amendments\) Act 2001 A2001-44 pt 125](#)**

notified 26 July 2001 ([Gaz 2001 No 30](#))  
s 1, s 2 commenced 26 July 2001 (IA s 10B)  
pt 125 commenced 12 September 2001 (s 2 and see [Gaz 2001](#)  
[No S65](#))

**[Statute Law Amendment Act 2002 A2002-30 pt 3.23](#)**

notified LR 16 September 2002  
s 1, s 2 taken to have commenced 19 May 1997 (LA s 75 (2))  
pt 3.23 commenced 17 September 2002

**[Electronic Transactions Amendment Act 2012 A2012-14](#)**

notified LR 11 April 2012  
s 1, s 2 commenced 11 April 2012 (LA s 75 (1))  
remainder commenced 1 June 2012 (s 2 and [CN2012-8](#))

## Endnotes

4 Amendment history

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### 4 Amendment history

#### Commencement

s 2 om R1 (LA s 89 (5))

#### Simplified outline

s 4 am [A2012-14](#) s 4, s 22

#### Dictionary

s 5  
defs reloc to dict [A2002-30](#) amdt 3.358  
def **data** om [A2002-30](#) amdt 3.357  
sub [A2002-30](#) amdt 3.359

#### Exemptions

s 6A ins [A2012-14](#) s 5

#### General rule about validity of transactions for territory laws

div 2.1 hdg am [A2012-14](#) s 23

#### Validity of electronic transactions

s 7 am [A2012-14](#) s 6, s 22

#### Requirements under territory laws

div 2.2 hdg am [A2012-14](#) s 23

#### Writing

s 8 am [A2012-14](#) s 7, s 22

#### Signatures

s 9 sub [A2012-14](#) s 8

#### Production of document

s 10 am [A2012-14](#) s 9, s 22

#### Retention of information and documents

s 11 am [A2012-14](#) s 10, s 22

#### Exemptions from this division

s 12 om [A2012-14](#) s 11

#### Other provisions relating to territory laws

div 2.3 hdg am [A2012-14](#) s 23

#### Time of dispatch

s 13 sub [A2012-14](#) s 12

#### Time of receipt

s 13A ins [A2012-14](#) s 12

#### Place of dispatch and place of receipt

s 13B ins [A2012-14](#) s 12

#### Attribution of electronic communications

s 14 am [A2012-14](#) s 13, s 22

**Additional provisions applying to contracts involving electronic communications**pt 2A hdg ins [A2012-14](#) s 14**Application—pt 2A**s 14A ins [A2012-14](#) s 14**Invitation to treat—contracts**s 14B ins [A2012-14](#) s 14**Use of automated message systems for contract formation—non-intervention of individual**s 14C ins [A2012-14](#) s 14**Error in electronic communications—contracts**s 14D ins [A2012-14](#) s 14**Application of Act in relation to contracts**s 14E ins [A2012-14](#) s 14**Regulation-making power**s 15 am [A2001-44](#) amdt 1.1454**Miscellaneous**pt 3 hdg (prev div 2.4 hdg) sub [A2002-30](#) amdt 3.360**Transitional—Electronic Transactions Amendment Act 2012**pt 10 hdg ins [A2012-14](#) s 15  
exp 1 June 2012 (s 51)**Transitional—Electronic Transactions Amendment Act 2012**s 50 ins [A2012-14](#) s 15  
exp 1 June 2012 (s 51)**Expiry—pt 10**s 51 ins [A2012-14](#) s 15  
exp 1 June 2012 (s 51)**Dictionary**dict ins [A2002-30](#) amdt 3.361  
am [A2012-14](#) s 16  
def **addressee** ins [A2012-14](#) s 17  
def **automated message system** ins [A2012-14](#) s 17  
def **computer program** ins [A2002-30](#) amdt 3.361  
def **consent** reloc from s 5 [A2002-30](#) amdt 3.358  
def **data** ins [A2002-30](#) amdt 3.361  
def **data storage device** reloc from s 5 [A2002-30](#) amdt 3.358  
def **electronic communication** reloc from s 5 [A2002-30](#) amdt 3.358  
def **information** reloc from s 5 [A2002-30](#) amdt 3.358  
def **information system** reloc from s 5 [A2002-30](#) amdt 3.358

## Endnotes

### 4 Amendment history

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- def **information technology requirements** reloc from s 5 [A2002-30](#) amdt 3.358
- def **law of this jurisdiction** reloc from s 5 [A2002-30](#) amdt 3.358
  - om [A2012-14](#) s 18
- def **non-profit body** reloc from s 5 [A2002-30](#) amdt 3.358
- def **originator** ins [A2012-14](#) s 19
- def **performance** ins [A2012-14](#) s 19
- def **place of business** reloc from s 5 [A2002-30](#) amdt 3.358
  - sub [A2012-14](#) s 20
- def **this jurisdiction** reloc from s 5 [A2002-30](#) amdt 3.358
- def **transaction** reloc from s 5 [A2002-30](#) amdt 3.358
  - sub [A2012-14](#) s 21

## 5 Earlier republications

Some earlier republications were not numbered. The number in column 1 refers to the publication order.

Since 12 September 2001 every authorised republication has been published in electronic pdf format on the ACT legislation register. A selection of authorised republications have also been published in printed format. These republications are marked with an asterisk (\*) in column 1. Electronic and printed versions of an authorised republication are identical.

Republication No and date	Effective	Last amendment made by	Republication for
R1 12 Sept 2001	12 Sept 2001– 16 Sept 2002	<a href="#">A2001-44</a>	amendments by <a href="#">A2011-44</a>
R2 24 Sept 2002	17 Sept 2002– 31 May 2012	<a href="#">A2002-30</a>	amendments by <a href="#">A2002-30</a>
R3 1 June 2012	1 June 2012– 1 June 2012	<a href="#">A2012-14</a>	amendments by <a href="#">A2012-14</a>

## 6 Expired transitional or validating provisions

This Act may be affected by transitional or validating provisions that have expired. The expiry does not affect any continuing operation of the provisions (see *Legislation Act 2001*, s 88 (1)).

Expired provisions are removed from the republished law when the expiry takes effect and are listed in the amendment history using the abbreviation ‘exp’ followed by the date of the expiry.

To find the expired provisions see the version of this Act before the expiry took effect. The ACT legislation register has point-in-time versions of this Act.

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