



Australian Capital Territory

# **Door-to-Door Trading Act 1991      No 7**

## **Republication No 3**

Republication date: 13 September 2002

Last amendment made by Act 2001 No 44

Amendments incorporated to 13 September 2002

Authorised by the ACT Parliamentary Counsel

## About this republication

### The republished law

This is a republication of the *Door-to-Door Trading Act 1991* (including any amendment made under the *Legislation Act 2001*, part 11.3 (Editorial changes)) as in force on 13 September 2002. It also includes any amendment, repeal or expiry affecting the republished law to 13 September 2002.

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 or is affected by an uncommenced amendment, the symbol **U** appears immediately before the provision heading. The text of the uncommenced provision or amendment appears only in the last endnote.

### 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 *Legislation Act 2001*, section 95.

### Penalties

The value of a penalty unit for an offence against this republished law at the republication date is—

- (a) if the person charged is an individual—\$100; or
- (b) if the person charged is a corporation—\$500.



Australian Capital Territory

# Door-to-Door Trading Act 1991

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Amendments incorporated to  
13 September 2002



Australian Capital Territory

# Door-to-Door Trading Act 1991

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An Act to make provision with respect to door-to-door trading

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## Part 1 Preliminary

### 1 Short title

This Act may be cited as the *Door-to-Door Trading Act 1991*.

### 3 Interpretation for Act

(1) In this Act:

*Note* A definition applies except so far as the contrary intention appears (see *Legislation Act 2001*, s 155).

*business* includes a trade or profession.

*consumer* means a person (other than a body corporate) to whom goods or services are, or are to be, supplied under a contract or proposed contract to which that person is, or is to be, a party.

*contract to which this Act applies* means a contract to which this Act applies under section 4.

*cooling-off period*, in relation to a prescribed contract, means the period of 10 days commencing on and including the day when the contract is made.

*credit* includes any form of financial accommodation.

*dealer* means a person who, in the course of door-to-door trading—

- (a) enters into negotiations with another person with a view to the making of a contract for the supply of goods or services to that person; or
- (b) calls on another person for the purpose of entering into such negotiations;

whether or not that person is or is to be the supplier of the goods or services.

*door-to-door trading* means the trading practice under which—

- (a) a person—
- (i) goes from place to place; or
  - (ii) makes telephone calls;
- seeking out persons who may be prepared to enter, as consumers, into contracts for the supply of goods or services; and
- (b) that person or some other person then or subsequently enters into negotiations with those prospective consumers with a view to the making of the contracts.

**goods** includes anything grown on, or attached to, land that is severable from the land.

**negotiation** includes any discussion or dealing directed towards the making of a contract (whether or not the terms of the contract are open to negotiation).

**prescribed contract**—see section 6.

**public holiday** does not include a bank holiday.

**related contact or instrument**, in relation to a contract to which this Act applies, means—

- (a) a contract of guarantee or indemnity that is related to the contract; or
- (b) an instrument related to the contract that creates a mortgage or charge in favour of the supplier or dealer, or a person nominated by the supplier or dealer; or
- (c) any other contract or instrument (other than an instrument of the kind referred to in paragraph (b)) that is collateral or related to the contract.

**rescission**, in relation to a contract, means avoidance of the contract as from its beginning.

*services* includes rights or benefits of any kind except the supply of goods.

*supplier*, in relation to a contract or proposed contract for the supply of goods or services, means the person by whom the goods or services are, or are to be, supplied under the contract or proposed contract.

*supply* includes—

- (a) in relation to goods—the giving of a right to goods or a right to the possession or use of goods; and
- (b) in relation to services—the giving of a right to services.

*trade premises*, in relation to a supplier, means premises that constitute an established place of business of the supplier, or an agent of the supplier.

(2) In this Act—

- (a) a reference to the supply of goods or services includes a reference to the supply of both goods and services; and
- (b) a reference to the consumer or supplier under a contract for the supply of goods or services includes a reference to any person to whom the rights of the original consumer or supplier under the contract are assigned or transferred, or pass by operation of law; and
- (c) a reference to negotiation of a contract to which this Act applies includes a reference to negotiation of a contract that would, on its formation, be a contract to which this Act applies.

(3) For this Act, a contract is a contract for the supply of goods or services to a person (being a party to the contract) if it provides for the supply of goods or services either to that person or to some other person but on the order of that person.



## **Part 2**                      **Contracts to which Act applies**

### **Division 2.1**                **Contracts generally**

#### **4**        **Contracts to which Act applies**

- (1) Subject to this section, this Act applies to a contract for the supply of goods or services to a consumer (whether or not the law of the ACT is the proper law of the contract) if—
- (a) negotiations leading to the formation of the contract (whether or not they are the only negotiations that precede the formation of the contract) take place between the consumer and a dealer in each other's presence in the ACT at a place other than trade premises of the supplier; and
  - (b) the dealer attends at that place—
    - (i) in the course of door-to-door trading; and
    - (ii) otherwise than at the unsolicited invitation of the consumer.
- (2) Subject to subsection (3), for subsection (1) (b) in determining whether an invitation is solicited or unsolicited, any solicitation by way of—
- (a) printed or written material delivered but not addressed personally to the consumer; or
  - (b) advertisement addressed to the public or a substantial section of the public;
- shall be disregarded, but if an invitation arises from a communication initiated by the supplier or dealer, or a person acting on behalf of the supplier or dealer, the invitation shall not be regarded as unsolicited.

- (3) If an invitation referred to in subsection (1) (b) arises from a communication initiated by the supplier or dealer, or a person acting on behalf of the supplier or dealer, the invitation shall not be regarded as unsolicited.
- (4) This Act does not apply to—
  - (a) a contract made by a consumer in the course of, or in connection with, a business carried on by the consumer; or
  - (b) a contract of a kind excluded by the regulations from the application of this Act.
- (5) In proceedings in which it is alleged that a contract for the supply of goods or services is a contract to which this Act applies, the contract shall be presumed to be such a contract in the absence of proof to the contrary.

## **5 Certain contractual terms prohibited**

- (1) A contract to which this Act applies shall not contain—
  - (a) a provision purporting to provide that the contract, or any proceeding arising from the contract, is governed by the law of a place other than the ACT; or
  - (b) a provision purporting to provide that legal proceedings arising out of, or in relation to, the contract are justiciable only by the courts of a place other than the ACT; or
  - (c) a provision purporting to exclude, restrict or modify any right given to on a consumer by this Act; or
  - (d) a provision of a kind prohibited by the regulations.
- (2) If a contract to which this Act applies contains a provision in contravention of subsection (1), the provision is void and the supplier and the dealer each commit an offence.

Maximum penalty:

- (a) for an individual—\$5 000; or
- (b) for a body corporate—\$25 000.

(3) In this section:

*contract to which this Act applies* includes a related contract or instrument.

## **Division 2.2 Prescribed contracts**

### **6 Prescribed contracts**

- (1) A contract to which this Act applies is a prescribed contract if the total consideration payable by the consumer under, or in respect of, the contract—
- (a) is not ascertainable at the time of the making of the contract; or
  - (b) is ascertainable at the time of the making of the contract and exceeds \$50 or, if another amount is prescribed, that amount.
- (2) If—
- (a) 2 or more contracts relate substantially to the same transaction; and
  - (b) the transaction could have been effected by a single contract that would in that case, have constituted a prescribed contract;
- then each of the contracts that would not, if it stood alone, constitute a prescribed contract becomes a prescribed contract and, for the purpose of ascertaining the cooling-off period in relation to such a contract, it shall be deemed to have been made when the last of the contracts was made.
- (3) The following are not prescribed contracts:
- (a) a contract of insurance;
  - (b) a contract solely for the provision of credit;
  - (c) a contract for the supply of goods or services by a charitable organisation;
  - (d) a contract of a kind declared by the regulations not to be a prescribed contract.

(4) In proceedings in which it is alleged that a contract for the supply of goods or services is a prescribed contract, the contract shall be presumed to be a prescribed contract in the absence of proof to the contrary.

(5) In subsection (3):

*charitable organisation* means an organisation, corporate or unincorporate, found or carried on for a benevolent or charitable purpose, other than one found or carried on for the purposes of securing pecuniary benefit for its members.

## **7 Requirements in relation to prescribed contracts**

(1) The following requirements must be complied with in relation to a prescribed contract:

- (a) the contract must set out in full all the contractual terms, including—
  - (i) the total consideration to be paid or provided by the consumer or, if the total consideration is not ascertainable at the time the contract is made, how it is to be calculated; and
  - (ii) if the contract provides for the carrying out of work of a prescribed nature—detailed particulars of the work (including any particulars of the work required by the regulations);
- (b) the contractual terms must be printed or typewritten (apart from any insertions or amendments to the printed or typewritten form, which may be handwritten);
- (c) the making of the contract must be completed by the consumer signing the contract after it has already been executed by or on behalf of the supplier;
- (d) the consumer must be given a duplicate of the contract immediately after the making of the contract;

- (e) if the dealer is not the supplier—the contract must set out the full name and address of the dealer and identify that person as the dealer;
- (f) the contract must contain immediately above the place provided for the signature of the consumer the statement ‘THIS CONTRACT IS SUBJECT TO A COOLING-OFF PERIOD OF 10 DAYS’ printed in upper case in type not smaller than 18 point;
- (g) subject to subsection (2), the consumer must be given 2 notices at or immediately before the making of the contract—
  - (i) one being a notice explaining the right of the consumer to rescind the contract; and
  - (ii) the other being a notice that may be used by the consumer to rescind the contract;
- (h) the notices referred to in paragraph (g) must—
  - (i) be printed or typewritten (apart from any insertion, which may be handwritten); and
  - (ii) set out the full name and address of the supplier and identify that person as the supplier; and
  - (iii) be separate from and not attached to, any other document;
- (i) the printing or typewriting of the contract, the statement referred to in paragraph (f) and the notices referred to in paragraph (g), must be readily legible;
- (j) any handwriting (apart from a signature or initial) in the contract or a notice referred to in paragraph (g) must be readily legible.

*Note* If a form is approved under s 20 (Approved forms) for a notice under par (g) (i) or (ii), the form must be used.

- (2) Before giving the notice referred to in subsection (1) (g) (i) to a consumer, the dealer shall read the notice aloud to the consumer.

Maximum penalty: \$2 000.

- (3) If any of the requirements of subsection (1) is, without reasonable excuse, not complied with, the supplier and the dealer each commit an offence.

Maximum penalty:

- (a) for an individual—\$5 000; or  
(b) for a body corporate—\$25 000.

- (4) If a consumer acknowledges, in writing, receipt of a document required to be given under subsection (1), the acknowledgment is, in the absence of proof to the contrary, evidence that the document was given to the consumer in accordance with that subsection.

## **8 Cooling-off period—acceptance of consideration, supply of services**

- (1) If a supplier or dealer accepts any money or other consideration from a consumer under a prescribed contract or a related contract or instrument before the end of the cooling-off period, the supplier and the dealer each commit an offence.
- (2) If services are supplied under a prescribed contract before the end of the cooling-off period, the supplier commits an offence.
- (3) A person who, without reasonable excuse, contravenes subsection (1) or (2) commits an offence.

Maximum penalty: \$5 000.

## Part 3 Regulation of door-to-door trading practices

### 9 Hours of trading

Except by prior appointment, a dealer shall not call on a person—

- (a) at any time on Good Friday, Easter Sunday or Christmas Day; or
- (b) on a Saturday, Sunday (other than Easter Sunday) or public holiday (other than Good Friday or Christmas Day) between midnight and 9am or between 5pm and midnight; or
- (c) on any other day, between midnight and 9am or between 8pm and midnight;

for the purpose of negotiating a contract to which this Act applies or for an incidental or related purpose.

Maximum penalty: \$2 000.

### 10 Duties of dealers

- (1) A dealer who calls at premises for the purpose of negotiating a contract to which this Act applies or for an incidental or related purpose shall not, without reasonable excuse, fail to leave the premises when requested to do so by the occupier of the premises or any person acting with the actual or implied authority of the occupier.

Maximum penalty: \$2 000.

- (2) A dealer who calls on a person for the purpose of negotiating a contract to which this Act applies or for an incidental or related purpose shall, as soon as it is practicable to do so—
  - (a) make known to that person the purpose of the call; and
  - (b) produce to that person a card setting out—

- (i) the dealer's full name and address; and
  - (ii) if the dealer is not the supplier—the supplier's full name and address.
- (3) A dealer who, without reasonable excuse, contravenes subsection (2) commits an offence.

Maximum penalty: \$2 000.

### **11 Harassment or coercion**

- (1) A dealer or other person shall not, for the purpose of, or in the course of, negotiating a contract to which this Act applies, harass or coerce a consumer.

Maximum penalty: \$5 000.

- (2) A dealer or other person shall not harass or coerce a consumer for the purpose of dissuading or preventing the consumer from exercising a right conferred on the consumer by this Act.

Maximum penalty: \$5 000.



## Part 4                      Rescission of contracts to which Act applies

### 12    Rescission—right of consumer

- (1) A consumer may rescind a contract to which this Act applies (whether or not the contract is a prescribed contract) within 6 months of the date of the contract—
  - (a) if the contract or a related contract or instrument contains a provision contrary to section 5; or
  - (b) if the supplier or a dealer commits an offence against part 3 in the course of, or in relation to, the negotiations leading to the formation of the contracts.
- (2) A consumer may rescind a prescribed contract—
  - (a) at any time before the end of the cooling-off period; or
  - (b) if there has been a failure to comply with any of the requirements of section 7 (1) in relation to the contract—within 6 months of the date of the contract.
- (3) A right of rescission given by this section may be exercised—
  - (a) notwithstanding affirmation of the contract by the consumer; and
  - (b) notwithstanding that the contract has been fully executed.
- (4) The rights given by this section are in addition to and do not derogate from any other rights that the consumer may have at law or in equity.

### 13    Exercise of right of rescission

- (1) A consumer exercises a right of rescission given by this part by giving notice of rescission to the supplier.

- (2) A notice of rescission shall—
- (a) be in a form approved under section 20 (Approved forms) for this paragraph, or in a form that clearly indicates an intention on the part of the consumer to rescind the contract; and
  - (b) except for a notice given in respect of a prescribed contract during the cooling-off period—state the ground of rescission; and
  - (c) be given to the supplier—
    - (i) by delivering it personally to the supplier; or
    - (ii) by delivering it, or sending it by post, in an envelope addressed to the supplier, to the supplier's address.
- (3) In this section, a reference to the supplier's address is a reference to—
- (a) a place where the supplier resides or carries on business; or
  - (b) the supplier's address as shown on a notice given to the consumer under this Act.

## **14 Restitution**

- (1) If a contract to which this Act applies is rescinded under this part, restitution shall be made by the parties to the contract as follows:
- (a) the supplier shall return or refund to the consumer any consideration or the value of any consideration given by the consumer under the contract or a related contract or instrument;
  - (b) the consumer shall—
    - (i) return or refund to the supplier any goods or the value (as at the date of supply) of any goods received from the supplier under the contract; and
    - (ii) pay to the supplier the value of any services supplied under the contract up to the time of rescission (but not including the value of any such services supplied under a

prescribed contract before the end of the cooling-off period in contravention of this Act).

- (2) If the consumer makes goods available for collection by the supplier at the place where they were received from the supplier for the period of 28 days from the date of rescission of the contract, and the supplier fails to collect the goods before the end of that period, the consumer shall be deemed to have made restitution in respect of those goods as required by subsection (1), and the goods shall become the property of the consumer free of any other right or interest.
- (3) If the consumer returns goods to the supplier under this section but has failed to take reasonable care of the goods, the consumer is liable to pay compensation to the supplier for the damage to or depreciation in the value of the goods, but the consumer is not liable for any damage or depreciation attributable to normal use of the goods or circumstances beyond the control of the consumer.
- (4) If restitution of goods is not possible (whether because the goods have been consumed or affixed to land, because a third party has acquired an interest in the goods, or for any other reason), the impossibility of restitution of the goods is not a bar to rescission under this part but, in that event, the consumer is liable to pay to the supplier the value of the goods as at the date of supply.
- (5) The obligations imposed by this section may be enforced by action in any court of competent jurisdiction.
- (6) A court convicting a supplier of an offence against this Act is competent to make orders, on the application of the prosecutor, for the enforcement of obligations imposed by this section.
- (7) A person who, without reasonable excuse, contravenes an order under subsection (6) commits an offence.

Maximum penalty:

- (a) for an individual—\$5 000; or
- (b) for a body corporate—\$25 000.

**15 Related contracts or instruments**

- (1) If a contract to which this Act applies is rescinded under this part, any related contract or instrument is void.
- (2) This section does not affect—
  - (a) the operation of the *Credit Act 1985* in its application to a contract that is a tied loan contract within the meaning of that Act; or
  - (b) the operation of the Consumer Credit (Australian Capital Territory) Code in its application to a contract that is a tied loan contract within the meaning of that Act.

**16 Waiver of rights**

The consumer under a contract to which this Act applies is not competent to waive any right given by this part.

**17 Prohibition of certain actions**

- (1) If a contract to which this Act applies has been rescinded, or is capable of being rescinded, under this part, a person shall not, for the purpose of recovering an amount alleged to be payable by the consumer under the contract or a related contract or instrument—
  - (a) bring, or assert an intention to bring, legal proceedings against the consumer;
  - (b) place the name of the consumer, or cause the name of the consumer to be placed, on any list of defaulters or debtors, or assert an intention of placing the name of the consumer, or causing the name of the consumer to be placed, on any list of defaulters or debtors; or
  - (c) take any other action against the consumer.
- (2) Subsection (1) (a) does not prohibit—
  - (a) the bringing of, or the asserting of an intention to bring, legal proceedings to determine whether or not a contract to which

this part applies has been or is capable of being, rescinded under this part; or

- (b) the continuation of such proceedings (for the purpose of recovering an amount alleged to be payable by the consumer under the contract or a related contract or instrument) if it is determined that the contract has not been, or is not capable of being, rescinded.
- (3) It is a defence to a charge for an offence against subsection (1) to prove that, at the time of the alleged offence, the defendant did not know, and could not reasonably have been expected to have known, that the contract had been rescinded or was capable of being rescinded.
- (4) If a person is convicted of an offence against subsection (1) (b), the court may order the person responsible for keeping any list on which the name of the consumer has been wrongfully placed to remove the name from that list.
- (5) A person who, without reasonable excuse, contravenes subsection (1), or an order under subsection (4), commits an offence.

Maximum penalty:

- (a) for an individual—\$5 000; or
- (b) for a body corporate—\$25 000.

## Part 5                      Miscellaneous

### 18      Conduct of directors, servants and agents

- (1) If, for the purposes of a prosecution for an offence against this Act, it is necessary to establish the state of mind of a body corporate or an individual in relation to particular conduct, it is sufficient to show—
  - (a) that a director, servant or agent of the body, or a servant or agent of the person, had that state of mind; and
  - (b) that the conduct was engaged in by that director, servant or agent within the scope of his or her actual or apparent authority.
- (2) A reference in subsection (1) to the *state of mind* of a body or person includes a reference to—
  - (a) the knowledge, intention, opinion, belief or purpose of the body or person; and
  - (b) the body's or person's reasons for the intention, opinion, belief or purpose.
- (3) Any conduct engaged in on behalf of a body corporate or an individual by a director, servant or agent of the body, or a servant or agent of the person, within the scope of his or her actual or apparent authority is to be taken, for the purposes of a prosecution for an offence against this Act, to have been engaged in also by the body or person unless the body or person establishes that reasonable precautions were taken and due diligence was exercised to avoid the conduct.
- (4) If an offence against this Act is committed by a supplier or dealer in relation to a contract to which this Act applies, any other person who has derived or would, if the contract were carried out, expect to derive a direct or indirect financial benefit from the contract is guilty

of an offence and liable to the same penalty as is prescribed for the firstmentioned offence, unless the other person establishes that reasonable precautions were taken and due diligence was exercised to avoid the conduct by the supplier or dealer.

- (5) If an offence against this Act is committed by a body corporate, every director of the body corporate is also guilty of an offence and liable to the same penalty as is prescribed for the firstmentioned offence unless it is proved that the director could not by the exercise of reasonable diligence have prevented the commission of the offence by the body corporate.
- (6) If—
- (a) an individual is convicted of an offence against this Act; and
  - (b) the person would not have been convicted of the offence if subsections (1), (3) and (4) had not been enacted;
- the person is not liable to be punished by imprisonment for that offence.
- (7) A reference in this section to a *director* of a body corporate includes a reference to a member of a body corporate incorporated for a public purpose by a law of the Territory, the Commonwealth, a State or another Territory.
- (8) A reference in this section to *engaging* in conduct includes a reference to failing or refusing to engage in conduct.

## 19 Evidentiary provision

In proceedings for an offence against this Act, an allegation in the complaint that the defendant was, in relation to conduct to which the charge relates, acting as a dealer shall, in the absence of proof to the contrary, be evidence that the defendant was acting in that capacity.

## 20 Approved forms

- (1) The Minister may, in writing, approve forms for this Act.
- (2) If the Minister approves a form for a particular purpose, the approved form must be used for that purpose.
- (3) An approved form is a notifiable instrument.

*Note* A notifiable instrument must be notified under the *Legislation Act 2001*.

## 21 Regulation-making power

The Executive may make regulations for this Act.

*Note* Regulations must be notified, and presented to the Legislative Assembly, under the *Legislation Act 2001*.



## 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 and expiries are listed in the legislation history and the amendment history. These details are underlined. Uncommenced provisions and amendments are not included in the republished law but are set out in the last endnote.

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.

If the republished law includes penalties, current information about penalty unit values appears on the republication inside front cover.

### 2 Abbreviation key

am = amended	ord = ordinance
amdt = amendment	orig = original
ch = chapter	p = page
cl = clause	par = paragraph
def = definition	pres = present
dict = dictionary	prev = previous
disallowed = disallowed by the Legislative Assembly	(prev...) = previously
div = division	prov = provision
exp = expires/expired	pt = part
Gaz = Gazette	r = rule/subrule
hdg = heading	reg = regulation/subregulation
IA = Interpretation Act 1967	renum = renumbered
ins = inserted/added	reloc = relocated
LA = Legislation Act 2001	R[X] = Republication No
LR = legislation register	s = section/subsection
LRA = Legislation (Republication) Act 1996	sch = schedule
mod = modified / modification	sdiv = subdivision
No = number	sub = substituted
num = numbered	SL = Subordinate Law
o = order	<u>underlining</u> = whole or part not commenced or to be expired
om = omitted/repealed	

## Endnotes

3 Legislation history

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### 3 Legislation history

#### **Door-to-Door Trading Act 1991 No 7**

notified 5 March 1991 (Gaz 1991 No S9)

s 1, s 2 commenced 5 March 1991 (s 2 (1))

remainder commenced 1 July 1991 (s 2 (2) and Gaz 1991 No S59)

as amended by

#### **Consumer Credit (Consequential Provisions) Act 1995 No 19 s 4**

notified 5 September 1995 (Gaz 1995 No S212)

s 1, s 2 commenced 5 September 1995 (s 2 (1))

s 4 commenced 1 November 1996 (s 2 (2) and see Gaz 1996 No S273)

#### **Legislation (Consequential Amendments) Act 2001 No 44 pt 110**

notified 26 July 2001 (Gaz 2001 No 30)

s 1, s 2 commenced 26 July 2001 (IA s 10B)

pt 110 commenced 12 September 2001 (s 2 and Gaz 2001 No S65)

### 4 Amendment history

#### **Commencement**

s 2 am 2001 No 44 amdt 1.1176

#### **Contracts generally**

div 2.1 hdg (prev pt 2 div 1 hdg) renum R2 LA

#### **Prescribed contracts**

div 2.2 hdg (prev pt 2 div 2 hdg) renum R2 LA

#### **Requirements in relation to prescribed contracts**

s 7 am 2001 No 44 amdts 1.1177-1.1179; pars renum R2 LA

#### **Exercise of right of rescission**

s 13 am 2001 No 44 amdt 1.1180

#### **Related contracts or instruments**

s 15 am 1995 No 19 s 4

#### **Approved forms**

s 20 sub 2001 No 44 amdt 1.1181

(4)-(7) exp 12 September 2002 (s 20 (7))

#### **Regulation-making power**

s 21 sub 2001 No 44 amdt 1.1181

## 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. Except for the footer, electronic and printed versions of an authorised republication are identical.

<b>Republication No</b>	<b>Amendments to</b>	<b>Republication date</b>
1	Act 1995 No 19	1 March 1999
2	Act 2001 No 44	11 April 2002

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