

Chapter 5

Unsolicited selling

5.1 This chapter examines the Australian Consumer Law's (ACL) unsolicited consumer agreement provisions. There are four key issues:

- the definition of 'unsolicited consumer agreements' and concerns that this definition is too narrow to protect vulnerable consumers from 'solicited' door-to-door selling;
- the restriction on the hours during which an unsolicited consumer agreement can be negotiated;
- the proposed 10 business day cooling off period; and
- the prohibition of supplies to the consumer during the cooling off period.

Context of the provisions

5.2 Schedule 1, Division 2 of the bill relates to unsolicited consumer agreements. Sections 69–72 gives means of terms; sections 73–77 establish various negotiating provisions; sections 78–81 relate to requirements for unsolicited consumer agreements; sections 82–88 refer to terminating the agreements; and sections 89–95 are miscellaneous provisions. With reference to the provisions for negotiating an unsolicited consumer agreement, Treasury explained:

The unsolicited selling regime seeks to achieve a balance between the interests of consumers—particularly those of vulnerable consumers who are often targeted through aggressive selling techniques such as high pressure sales—and those of businesses. Various published studies indicate that the potential for abuse in this area is considerable. The unsolicited selling provisions, including those provisions identified above, have been developed so as to balance an appropriate level of consumer protection with business compliance costs and also avoid the potential for loopholes to be exploited.¹

The definition of unsolicited consumer agreements

5.3 Schedule 1, section 2 of the bill defines unsolicited goods as goods sent to a person without any request made by the person or on his or her behalf. Section 69 states:

- (1) An agreement is an unsolicited consumer agreement if:
 - (a) it is for the supply, in trade or commerce, of goods or services to a consumer;
 - and

1 Treasury, *Submission 46*, p. 26.

- (b) it is made as a result of negotiations between a dealer and the consumer:
 - (i) in each other's presence at a place other than the business or trade premises of the supplier of the goods or services; or
 - (ii) by telephone;

whether or not they are the only negotiations that precede the making of the agreement; and

- (c) the consumer did not invite the dealer to come to that place, or to make a telephone call, for the purposes of entering into negotiations relating to the supply of those goods or services (whether or not the consumer made such an invitation in relation to a different supply); and
- (d) the total price paid or payable by the consumer under the agreement:
 - (i) is not ascertainable at the time the agreement is made; or
 - (ii) if it is ascertainable at that time—is more than \$100 or such other amount prescribed by the regulations.

(2) An invitation merely to quote a price for a supply is not taken, for the purposes of subsection (1)(c), to be an invitation to enter into negotiations for a supply.

(3) An agreement is also an unsolicited consumer agreement if it is an agreement of a kind that the regulations provide are unsolicited consumer agreements.

(4) However, despite subsections (1) and (3), an agreement is not an unsolicited consumer agreement if it is an agreement of a kind that the regulations provide are not unsolicited consumer agreements.

Concern with the definition of 'unsolicited consumer agreements'

5.4 Some submitters expressed concern that the narrow definition of 'unsolicited selling' would fail to protect vulnerable consumers adequately.

5.5 The Consumer Action Law Centre contrasted the bill's provisions on unsolicited selling with the terms of the Victorian *Fair Trading Act 1999*. The Victorian legislation does not distinguish between unsolicited and solicited in-home sales, but focuses solely on the context in which the interaction is occurring. The Centre noted in its submission that many in-home sales are 'solicited' by the purchaser, 'who has usually been approached from a supermarket booth, or has provided their details in a competition, and then been 'followed up' by the supplier for the purpose of arranging a time to visit'.²

5.6 The Centre argued in its submission that the dichotomy between 'unsolicited' and 'solicited' in-home selling is false and that both techniques share common attributes. These include:

2 Consumer Action Law Centre, *Submission 28*, p. 13.

- that consumers cannot walk away from the situation;
- that traders use moral pressure to try to create an obligation for reciprocity;
- that the relationship between the trader and the consumer is not ongoing so the consumer has to make a decision quickly (i.e. they cannot simply leave the shop, and come back later), and;
- that in-home traders commonly play on the scarcity principle to encourage the sale—i.e. the goods are not available elsewhere.³

5.7 The Centre also cited research from Dr Paul Harrison of Deakin University which showed that in terms of a consumer's vulnerability to the marketing techniques of in-home traders, the disadvantage can be exacerbated if the visit is 'solicited'. The research showed that consumers may be more susceptible to high pressure sales techniques when the consumer has extended an invitation for the sales person to visit, than when they knock on the door unannounced.⁴

5.8 Legal Aid Queensland (LAQ) put a similar argument. It told the Committee of its concern that where traders are able to secure solicited agreements, vulnerable consumers will not be protected by the unsolicited selling provisions of the bill. LAQ's Mr Paul Holmes noted that door-to-door traders are able to avoid the provisions of the Queensland *Fair Trading Act 1989* which are similar to the terms of the bill. He gave the following recent examples:

...a consumer receives a notification that they have won a dinner invitation featuring a guest presenter on the latest research on sleep deprivation. This led to the consumer signing a contract for a \$6,000 financed bed. Secondly, a survey was sent from a child's school, encouraging the parent to undertake an independent assessment of the child's literacy or numeracy. This led to a maths software contract being signed. There was a free cookbook offer at a stand in a shopping centre, which led to a financed cookware contract in the region of \$5,000. Perhaps most appalling, there was an approach made to a child at a shopping centre while the mother was putting her weekly shopping through the checkout. The man approached the child who had walked 10 metres further away and then waited for the parent to approach him. Then he engaged her in discussion about the child's proficiency at numeracy...three phone calls later, she finally gives an invitation for the maths software salesman to attend the home to sell her the product.⁵

5.9 LAQ's concern, therefore, is that the bill's focus on the supply of goods where there is no invitation into the consumer's home means there is no protection from traders who solicit invitations into the home. In LAQ's opinion, there is no difference

3 Consumer Action Law Centre, *Submission 28*, p. 14.

4 Consumer Action Law Centre, *Submission 28*, p. 13.

5 Mr Paul Holmes, Consumer Protection Unit, Legal Aid Queensland, *Proof Committee Hansard*, 28 April 2010, p. 18.

between the pressure felt by vulnerable consumers from an unsolicited invitation into the home by a door-to-door trader and the high-pressure sales tactics of a trader when the invitation is obtained.⁶

5.10 Treasury attempted to allay these concerns. It argued in its submission that the unsolicited selling provisions will regulate the making of unanticipated offers to supply goods and services to a consumer and the agreements arising from these offers, regardless of whether the initial invitation by the consumer was for another purpose, or relates to the supply of a related or unrelated product or service.⁷

Options for reform

5.11 Both Legal Aid Queensland and the Consumer Action Law Centre recommended amending the bill to define the term 'unsolicited'. Specifically, they support using section 69(3) of the bill⁸ to insert a regulation currently being considered in the draft regulations of the *National Credit Consumer Protection Act 2010*:

The exemption [to be licensed] does not apply to a person if the supplying of goods or services to the consumer is the result of unsolicited contact with the consumer.

...unsolicited contact includes circumstances in which:

- (a) a consumer is contacted in relation to the supply of goods or services after providing his or her name or contact details to a person, and:
 - (i) the consumer did not provide his or her name or contact details for the predominant purpose of being contacted in relation to the supply of those goods or services; or
 - (ii) the consumer is not contacted within a reasonable period after making an inquiry in relation to the provision of those goods or services; or
- (b) a consumer is contacted, in relation to the supply of goods or services, on or from business premises that are not physically separate from premises regularly used by consumers for purposes other than being contacted in relation to the provision of those goods or services.⁹

5.12 In addition, the Consumer Action Law Centre recommended inserting a third category—(c)—to cover circumstances in which it is the consumer who calls the dealer in response to a 'missed call' (from the dealer) on their telephone. It reasoned:

6 Mr Paul Holmes, Legal Aid Queensland, *Proof Committee Hansard*, 28 April 2010, p. 19.

7 Treasury, *Submission 46*, p. 27.

8 Section 69(3) states:

An agreement is also an unsolicited consumer agreement if it is an agreement of a kind that the regulations provide are unsolicited consumer agreements.

9 Consumer Action Law Centre, *Submission 28*, pp. 14; Mr Paul Holmes, Legal Aid Queensland, *Proof Committee Hansard*, 28 April 2010, p. 19.

...it would be unreasonable if a consumer unknowingly responding to a missed call that represented a unsolicited marketing contact and then entering into an agreement for the supply of goods or services was not entitled to the same level of protection as if they answered the initial unsolicited marketing call.¹⁰

5.13 Legal Aid Queensland suggested a provision in the bill whereby all contracts which are negotiated away from a supplier's business premises are subject to the door-to-door provisions. It noted that this type of protection is currently offered in statute in the United Kingdom.¹¹

5.14 It would seem that this type of general provision is consistent with the Government's intent in drafting the unsolicited consumer agreement provisions. Treasury informed the Committee that:

The legislation is designed to deal essentially with transactions which take place outside of a retail environment. Traditionally this has been conceived of in terms of door-to-door sales, which has historically been a way in which direct sales have been made. That is obviously less common, and there are more sophisticated and different approaches taken to these issues. The fundamental policy issue that is being addressed, though, is that the concern is around the kind of vulnerability that exists because of a change in the situation that a consumer finds themselves in. We all know that when we go into a shop we are receptive to the retail experience and to potentially being sold something. When we are at home, or in a social situation—and a party plan is perhaps a good example of that, where there are personal relationships involved, and perhaps social obligations at play in addition to the retail context—a different approach to regulation may be required. For that reason this applies in relation to unlisted sales context.¹²

Committee view

5.15 The Committee believes it is important that the bill addresses those areas of unsolicited consumer agreements where dealers have, in effect, sought to solicit a consumer agreement with a view to by-passing the consumer protections. It is concerned that this type of practice is currently occurring. Accordingly, the Committee supports inserting provisions into the bill which define the meaning of 'unsolicited consumer agreement' based on the proposed draft regulation of the *National Credit Consumer Protection Act 2010* (see paragraph 5.11). In the Committee's view, these safeguards are too important to be left to regulation.

10 Consumer Action Law Centre, *Submission 28*, p. 15.

11 Mr Paul Holmes, *Proof Committee Hansard*, 28 April 2010, p. 19.

12 Mr Simon Writer, *Proof Committee Hansard*, 30 April 2010, p. 34.

Recommendation 6

5.16 The Committee recommends that the bill defines an 'unsolicited consumer agreement' as to include circumstances in which consumers are contacted (and contact dealers) through indirect means. This should include circumstances:

- **where a consumer is contacted in relation to the supply of goods or services after providing his or her name or contact details to a person, and the predominant purpose for providing those details was not to supply those goods or services; and**
- **where a consumer contacts a dealer in response to a 'missed call'.**

Permitted hours for negotiating an unsolicited consumer agreement

5.17 Section 73(1) of the bill sets out the hours during which a dealer must not call on (as opposed to telephoning) a person for the purpose of negotiating an unsolicited consumer agreement. These are:

- (a) at any time on a Sunday or a public holiday; or
- (b) before 9 am on any other day; or
- (c) after 6 pm on any other day (or after 5 pm if the other day is a Saturday).

5.18 Currently, a dealer is able to call on a person up until 8 pm on a weekday: the bill will prohibit this activity.

Concerns with the restriction on field sale hours

5.19 The Energy Retailers Association of Australia expressed concern at the bill's proposal to restrict the hours of unsolicited selling activity. Their executive director emphasised the importance and the effectiveness of door-to-door selling in the energy retail industry:

The reason that door-to-door is therefore important in terms of offering that choice is that for a lot of consumers if a better deal is provided to them and the switching process is quite convenient—as it is by signing a contract at the door—they will often access better deals and lower prices.... The Australian Energy Markets Commission for instance reviewed the market here in Victoria, the most competitive in the world and certainly the most competitive in Australia in terms of customer switching as my graphs show, and they used the term 'energy purchasing, the low-involvement decision'. People are passive. If nothing is done the default option prevails. But if a better deal is offered to them and it is made easy for them to switch, they

do. And the easiest way to help them switch is through door-to-door sales. That is why that has been the chosen means.¹³

5.20 The Association also noted that in Victoria around 20 to 25 per cent of the market is held by companies that did not exist four or five years ago. Of these companies, around 55 per cent of their customers were acquired by door-to-door sales:

The newer you are to the market the lower your brand recognition and sometimes the smaller the company you are. How do you build consumer awareness? How do you get customers? Door-to-door is the most important means because if people do not know who you are they are not necessarily going to approach you or be attracted to any advertising or direct mail.¹⁴

5.21 Given the importance of door-to-door techniques in shaping consumer decisions, the Association expressed concern at the bill's restriction on unsolicited selling hours, and argued that 'some flexibility' in the application of those hours might be appropriate. For example:

Perhaps there would be situations where for instance there may be a door-knocking occur at 5.30 pm and the person at home may say, 'I am actually not the account signatory.' Of course we are supposed to deal with the person who holds the account because if you are not the account holder you cannot transfer supplier. They may say, 'Can you come back when my husband—or wife—is home at 7.30 pm.' If that can be allowed I think that is important to the dynamic of competition and door-to-door in our industry. We hope there is some discretion in the application of that while recognising the intent is to ensure that door-to-door is not a hassle to people and is occurring at very inconvenient times, or times that are very unwelcome on the part of the vast majority of the community....¹⁵

5.22 Salmat, Aegis and CPM voiced their opposition to section 73 of the bill on the same grounds. Salmat pointed out that in every jurisdiction bar Queensland, field sales are permitted up to 8 pm on a weekday:

These hours accommodate the requirements of busy families where both parents work and would not make it home before 6 pm. As I indicated earlier, the benefit of field sales in terms of choice and competition is clear. Busy working families should at least be given the opportunity to agree to hear from a sales representative if they want to or indeed to say no if they are not interested. There is no doubt that this change to consumer law in Australia will have a significant impact on the viability of this sales channel and in our opinion will achieve little additional benefit to consumers.¹⁶

13 Mr Cameron O'Reilly, *Proof Committee Hansard*, 29 April 2010, pp 2 and 5.

14 Mr Cameron O'Reilly, *Proof Committee Hansard*, 29 April 2010, p. 5.

15 Mr Cameron O'Reilly, *Proof Committee Hansard*, 29 April 2010, p. 4.

16 Mr Joshua Faulks, *Proof Committee Hansard*, 29 April 2010, p. 23. See also, Mr Garry Smith, *Proof Committee Hansard*, 29 April 2010, p. 25.

5.23 Salmat noted that field sales is 'an industry that sort of mobilises itself in the field from typically 4 pm through to 8 pm'¹⁷ and claimed that the bill effectively cuts out 50 per cent of the industry's operating time. The potential consequence of this cut was put to the Committee by CPM Australia:

If we were to lose that opportunity to engage with consumers between 6 pm and 8 pm what that might do is actually inflate our costs so that we would have to pass that higher cost on to our clients. We fear that may increase the cost offered to the consumer which therefore may become uncompetitive by nature.¹⁸

5.24 The Direct Selling Association of Australia forecast more dire consequences from the unsolicited selling provisions:

The proposed unsolicited selling provisions will destroy the business models operated by DSAA members. The lives of many Australians involved with the industry will be adversely affected and there will inevitably be unemployment consequences. The effect of the proposals will be to deny consumers choice.¹⁹

Committee view

5.25 The Committee believes the restriction in the permitted hours for negotiating an unsolicited consumer agreement is justified. It considers the field sales industry's fears of higher product prices and industry unemployment are an insufficient counterargument to the householders' interests in relation to safety and freedom from nuisance.

Section 73(2)

5.26 Section 73(2) of the bill states:

Subsection (1) does not apply if the dealer calls on the person in accordance with consent that:

- (a) was given by the person to the dealer or a person acting on the dealer's behalf; and
- (b) was not given in the presence of the dealer or a person acting on the dealer's behalf.

5.27 Salmat was also critical of this section of the bill, arguing that consumers should be able to give voluntary consent to a sales representative to come back at a more convenient time. If the permitted calling hours are further reduced the ability to give voluntary consent to call at another time becomes even more crucial:

17 Mr Gary Smith, *Proof Committee Hansard*, 29 April 2010, p. 26.

18 Mr Gingkai Tan, *Proof Committee Hansard*, 29 April 2010, p. 26.

19 Direct Selling Association of Australia, *Submission 17*, p. 1.

It seems ridiculous that if a consumer says, 'I am interested but can you come back later?', that the sales representative will have to reply, 'I am sorry, but you cannot give me that consent face to face. I will have to go away and call you at another time.' The unintended consequence of this provision is that the consumer is inconvenienced by having to receive another call and the sales representatives and the industry are subjected to a further unnecessary compliance cost. We would argue strongly that section 73(2) should be deleted and replaced with a provision that permits the consumer to give consent face to face during the permitted calling hours.²⁰

Committee view

5.28 Treasury's view is that section 73(2) of the bill is needed to reduce the incentives for traders to use unfair conduct, such as coercion and harassment, to avoid the permitted calling hours provisions.²¹ The Committee agrees that the provision is necessary and appropriate.

Cooling off periods

5.29 Currently, state and territory jurisdictions provide cooling off periods for unsolicited consumer agreements of 10 days or 5 clear business days.²² Section 82 of the bill changes the cooling off period to 10 business days. This timeframe is known as the termination period during which the consumer has the opportunity to reverse his/her decision, cancel the contract and legally withdraw from it.

5.30 Treasury explained to the Committee the rationale for a cooling off period for unsolicited consumer agreements:

...we are talking about something that is not a conventional retail transaction and there are pressures which consumers may face in those transactions which suggest the need for a cooling-off period. For that reason, in situations where goods might be provided there is then an additional obligation in that you already have the goods. To go back to, for example, your friend who has hosted this party and say, 'Actually, I don't want them; I want you to take them back and deal with that inconvenience,' may be an issue. The point of a cooling-off period is to provide a genuine hiatus to enable a person to rethink the transaction in the light of day and to make a more reasoned assessment of whether or not they actually want to make that purchase. There are a very wide range of products which are sold here and the committee has heard about those, some of which are quite expensive and some of which have linked credit arrangements and can be quite expensive for people to deal with, particularly when they do not

20 Mr Joshua Faulks, *Proof Committee Hansard*, 29 April 2010, p. 24.

21 Treasury, *Submission 46*, p. 26.

22 The only jurisdiction with a cooling off period of 5 clear business days is NSW (*Fair Trading Act 1987 (NSW)* s 40E(1)).

understand the full implications at the time at which the product is sold to them.²³

5.31 However, various submitters expressed concern at the logistics of the bill's cooling off provisions. Telstra told the committee of its concern that the 10 business day cooling off period is overly complex. It argued that the provision requires staff and customers to take into account public holidays and bank holidays in the different states. Telstra also noted that call centre staff are often in a different state to the customer in question. To illustrate the dilemma, it provided the following table.

Table 5.1: Variation in cooling off periods

Date on which unsolicited consumer agreement is made	Expiry of termination period	Effective length of termination period
Thursday 1 April 2010	19 April 2010	18 days
Thursday 8 April 2010	22 April 2010	14 days
Thursday 15 April 2010	30 April 2010	15 days

Source: Telstra, *Submission 11*, p. 6.

5.32 Telstra told the Committee that a provision of 10 days is much easier for both consumers and staff to apply, and it still gives the consumers 'a lot of time' to make an informed decision.²⁴ However, under further questioning, Telstra told the Committee that:

If the decision is 10 working days then we will work our way through it. There is no issue. The point that we made was that on the consumer side the complexity between 10 clear days and 10 business days is not always there, so in terms of informing our consumers, if we can make it easier at any step in the whole process, then we would like to do that.²⁵

5.33 The Consumer Action Law Centre gave a markedly different view on the 'cooling off' issue. It argued that cooling periods are 'usually limited in the protection they can offer'. It noted that consumers are often reticent to admit a mistake so soon after their initial decision. Instead of a cooling off period, the Centre proposed an 'opt in' process requiring the consumer to confirm a contract within, for example, 2–3 days of signing the contract.²⁶

...with the opt-in process, if the consumer genuinely wants the goods, it is a very small thing for them to pick up the phone and say, 'Yes. I confirm I'd like that new energy contract,' or 'Yes, I confirm I would like that maths

23 Mr Simon Writer, *Proof Committee Hansard*, 30 April 2010, p. 34.

24 Ms Jennifer Crichton, *Proof Committee Hansard*, 29 April 2010, p. 14.

25 Mr James Shaw, Director of Government Relations, Telstra, *Proof Committee Hansard*, 29 April 2010, p. 20.

26 Consumer Action Law Centre, *Submission 28*, p. 16.

software,' and then away you go, contract formed. It also provides the capacity for the consumer just to not make the call if they do not want the goods, though they may have agreed at the time for all of the sorts of reasons that are outlined in our report. We would see that as the best approach to this issue.²⁷

Committee view

5.34 The Committee sees some merit in the idea of an 'opt-in' process to confirm an unsolicited consumer agreement. It would empower the consumer and would be in the supplier's interests to make the consumer aware of the opt-in process. In the Committee's view, however, this option may be too cumbersome. If the consumer is not able to contact the supplier within the timeframe, the agreement would lapse. An opt-in clause may result in more inconvenience for consumers than a cooling off period. It may also result in dealers prompting the consumer—by phone, e-mail or text—to contact the dealer to confirm the sale.

5.35 The Committee believes the Government's intent in proposing a 10 business day cooling off period is to lengthen the current period in most state laws of 10 days. This gives more protection to consumers to consider whether they want to renege on an unsolicited agreement. The Committee does not consider that the bill's timeframe of 'business' days should cause any significant confusion or logistical complexity. States' public holidays can, and must, be taken into account in determining the cooling off period. (Alternatively, the cooling off period could be specified as 14 days.)

Section 86—prohibition of supplies during termination period

5.36 Under section 86 of the bill, if the agreement is an unsolicited consumer agreement a supplier is unable to supply goods to the consumer for at least ten clear business days after the purchase.

5.37 The Direct Selling Association of Australia claimed that the unsolicited consumer agreement provisions generally, and section 86 in particular, will 'destroy or irreparably harm businesses'.²⁸ It argued that the prohibitions on supply and payment within the cooling off period will mean larger businesses will not be able to sustain their business models and smaller businesses will be denied the cash flow needed to establish and grow profitable businesses.²⁹ Their executive director gave the following example to illustrate his objection to section 86 of the bill:

One of our members, for example, in the cosmetics field is competing very actively with retail. They have managed now to get their logistics to the point where they can fill an order the same day. So someone makes an

27 Ms Catriona Lowe, Consumer Action Law Centre, *Proof Committee Hansard*, 29 April 2010, p. 47. See also their *Submission 28*, p. 16.

28 Mr Tony Greig, *Proof Committee Hansard*, 30 April 2010, p. 9.

29 Direct Selling Association of Australia, *Submission 17*, p. 10.

order one day and the cosmetics are supplied that day. Under this legislation they will be precluded from matching the competitive demands of retail by not being able to supply their product for at least 14 days and potentially 17 days...It is just competitive nonsense, in our view.³⁰

5.38 The Committee asked whether the bill could be improved if the prohibition on supply remained but the consumer could choose to waive that protection and take receipt of the goods or services. He responded, 'No doubt it would'.³¹

5.39 Telstra also argued that customers should be able to receive their goods or services prior to the end of the termination period, if they so wish. It noted that many customers will want or need to receive their goods or services as soon as possible. Telstra gave the example of the customer agreeing during an outbound telemarketing call to recontract an existing service for another term. Under section 86, it argued, the service would then have to be suspended until the termination period expires.³²

5.40 Salmat, Aegis and CPM put the same argument in opposition to section 86:

Section 86 of the bill is relevant for many goods and services but may have the unintended consequence of inconveniencing some consumers. A good example of this is a consumer who chooses to purchase a newspaper subscription but may not want to wait two weeks for it to appear in their letterbox. We recommend that section 86 of the bill be amended to enable a consumer to consent to receive goods and services within the 10 business days cooling-off period whilst maintaining the consumer protections of the cooling-off period.³³

5.41 The Consumer Action Law Centre recognised that consumers would probably expect to be able to receive the goods or services from an unsolicited consumer agreement before the termination period.³⁴

Committee view

5.42 The Committee agrees that in certain cases—such as the supply of an electricity or landline telephone service—the consumer will want the service as soon as possible. However, it believes that most of these sales will be solicited agreements, where the consumer is in need of the service and contacts the supplier. In other cases such as cosmetics or cookware or other goods supplied by direct sellers it is possible that the exemption for purchases of under \$100 may apply. As this limit is a regulation the Minister may approve a higher limit if it can be shown that customers and

30 Mr John Holloway, *Proof Committee Hansard*, 30 April 2010, p. 11.

31 Mr John Holloway, *Proof Committee Hansard*, 30 April 2010, p. 13.

32 Telstra, *Submission 11*, p. 6.

33 Mr Joshua Faulks, *Proof Committee Hansard*, 29 April 2010, p. 24.

34 Ms Nicole Rich, *Proof Committee Hansard*, 29 April 2010, p. 47.

legitimate direct sellers would be unduly disadvantaged by this provision given the average value of such purchases.

Recommendation 7

5.43 The Committee recommends that the Minister review the \$100 exemption limit after consultation with direct sellers, other direct marketers and other interested parties.

