Unfair Contract Terms

Trade Practices Amendment (Australian Consumer Law) Bill 2009 (Note this Bill also amends the ASIC Act 2001)

A term of a consumer contract is void if it is unfair.

What is ‘unfair’?

Terms are deemed unfair if Bill of the Under the ACL to be a consumer contract, the supply of goods or services must be to an individual whose acquisition is predominantly for personal, domestic or household use or consumption.

What is “unfair”?

- Terms are deemed unfair if:
  - they are not in a standard form contract;
  - a party is required to accept the terms as such;
  - a party is given an opportunity to negotiate the terms or reject the terms of the contract, without any changes.

Examples of Unfair Terms

1. Terms are unfair if it is not reasonably necessary to protect a party’s legitimate interests.

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