SOUTH AUSTRALIA

CONSUMER TRANSACTIONS REGULATIONS 1996

SUMMARY OF PROVISIONS

REGULATIONS UNDER THE CONSUMER TRANSACTIONS ACT 1972

Consumer Transactions Regulations 1996

being

No. 185 of 1996: *Gaz*. 15 August 1996, p. 559[1]

[1] Came into operation 1 September 1996: reg. 2.

Citation

1. These regulations may be cited as the *Consumer Transactions Regulations 1996*.

Commencement

2. These regulations will come into operation on 1 September 1996.

Revocation

3. All regulations previously made under the *Consumer Transactions Act 1972* are revoked.

Interpretation

4. In these regulations—

"**Act**" means the *Consumer Transactions Act 1972*;

"**Registrar**" means the person for the time being holding, or acting in, the office of Commercial Registrar under the *Commercial Tribunal Act 1982*.

Certain contracts or agreements are not consumer contracts

5. For the purposes of the definition of "**consumer contract**" in section 5 of the Act, contracts or agreements for the sale or lease of—

(a) any goods by tender; or

(b) antiques other than antique furniture; or

(c) works of art,

are declared not to be consumer contracts for the purposes of the Act.

Extended meaning of services

6. The services listed in Schedule 1 are prescribed for the purposes of paragraph *(g)* of the definition of "**services**" in section 5 of the Act.

Exemption from Act for certain transactions

7. Transactions of the following classes are exempt from the provisions of the Act:

(a) a guarantee where the only guarantor is a body corporate;

(b) a transaction entered into by a consumer in the course of a trade or business carried on by the consumer.

Exemption from s. 16(2) in case of cancellation of consumer credit insurance

8. The parties to a consumer credit contract that has been rescinded under section 16(1) of the Act because a contract of consumer credit insurance, within the meaning of the *Insurance Contracts Act 1984* of the Commonwealth, has been cancelled by the insured in accordance with section 64A of that Act are exempt from section 16(2) of the Act in relation to the rescission.

Exemption from ss. 20 and 21 for certain consumer leases relating to LPG cylinders

9. (1) A consumer lease to which this regulation applies is exempt from the requirements of sections 20 and 21 of the Act, if—

(a) the consumer lease is in writing and signed by the supplier and consumer; and

(b) the conditions of supply of the goods are contained in the lease; and

(c) a copy of the consumer lease is served on the consumer within 14 days of the formation of the lease; and

(d) any variations to the lease are notified in writing to the consumer in accordance with section 20(6) of the Act.

(2) This regulation applies to consumer leases entered into between the South Australian Gas Company L.P.G. Pty. Ltd. and consumers for the hire of cylinders designed to contain 45 kilograms of liquefied petroleum gas.

Form of notices to consumers and guarantors

10. (1) Schedule 2 sets out the prescribed form of notices for the purposes of sections 20(2), 21(1), 27(1) and 27(3) of the Act.

(2) For the purposes of those sections, notices in print must—

(a) be printed in type prescribed by Schedule 5; and

(b) be paragraphed and set out in the contrasting print of upper and lower case as appears in the relevant notice in Schedule 2.

(3) For the purposes of section 27(3) of the Act, the prescribed form of notice required to be served on a guarantor includes a copy of the notice served on the consumer under that section in relation to the mortgage to which the guarantee relates.

Amount payable on termination of lease

11. For the purposes of section 23*(b)* of the Act, Schedule 3 establishes principles to be applied in arriving at the amount payable by a consumer on termination of a consumer lease prior to the expiry of its term.

Terms of mortgage securing rights of supplier under hire-purchase agreement

12. For the purposes of section 24(3) of the Act, the rights of the supplier under any contract that constitutes, or contracts that together constitute, a hire-purchase agreement are secured by a mortgage in the terms set out in Schedule 4.

Notice and filing of applications under Part 6 by Commissioner

13. (1) The Commissioner must—

(a) cause a copy of every application referred by the Commissioner to the Tribunal under Part 6 of the Act to be served on all persons who will or may be affected by any order sought or which may be made by the Tribunal on the hearing of the application; and

(b) as soon as practicable after such persons have been served, file with the Registrar a statement setting out the names and addresses of persons served and the manner of service on such persons.

(2) On receipt of an application for relief under Part 6 of the Act in respect of goods the subject of a consumer mortgage, the Commissioner must forthwith notify the mortgagee of the receipt of the application.

Print type

14. (1) Subject to subregulation (2), for the purposes of section 48 of the Act, a provision of a written consumer contract, consumer credit contract or consumer mortgage must be printed in type prescribed by Schedule 5.

(2) Subregulation (1) does not apply to a written consumer contract for travel agency services.

(3) For the purposes of subregulation (2)—

"**travel agency services**" means the services referred to in clause 2*(s)* of Schedule 1.

Fees

15. The fees set out in Schedule 6 are payable to the Registrar for the purposes of the Act.

SCHEDULE 1

Extended definition of services

The following services are prescribed for the purposes of paragraph *(g)* of the definition of "**services**" in section 5 of the Act:

(a) the modification of a motor vehicle or the fitting of any accessory to a motor vehicle;

(b) the cleaning of the whole or any part of a dwellinghouse;

(c) the extension of or the alteration to any dwellinghouse;

(d) the erection, construction or maintenance of or the addition or alteration to any fence or gate;

(e) the service or repair of any electrical, gas or oil appliance or of anything ancillary to the appliance;

(f) the treatment of any premises for the eradication of salt damp, white ants or termites;

(g) the construction, cleaning, maintenance or repair of a swimming pool or any plant or equipment used in connection with a swimming pool;

(h) the performance in relation to a dwellinghouse or its curtilage of work of a kind usually performed by a carpenter, bricklayer or a building contractor;

(i) the laying of cement, concrete or paving of any description within the curtilage of a dwellinghouse;

(j) the provision or installation of home insulation;

(k) the repair or service of lawn mowers;

(l) the laying or cleaning of carpets, linos or other floor coverings or the hanging or cleaning of curtains or other drapes;

(m) gardening services, including the planting, mowing or trimming of lawns, the removal of rubbish, the planting, pruning or treating of trees or shrubs or the removal of any weeds, trees, shrubs or other plants;

(n) the removal, transportation or storage of goods;

(o) the towing, storage or recovery of any motor vehicle, including the provisions of parking space or facilities for the parking of any motor vehicle and, in connection with any such service, the driving of any motor vehicle;

(p) the carrying of passengers for hire or reward in a taxi-cab licensed under the *Passenger Transport Act 1994*;

(q) the making up or alteration of any articles of clothing or personal ornament;

(r) the servicing, repair, painting or modification of any caravan or boat or the fitting of any accessory to any caravan or boat;

(s) the sale or provision or arrangement by a person of any transportation, accommodation or other service for the use or benefit of any traveller, tourist or sightseer, where that transportation, accommodation or service is or is to be supplied by another person;

(t) building work as defined in the *Building Work Contractors Act 1995*;

(u) the arrangement or negotiation of any policy of insurance or assurance covering any insurable interest of a consumer;

(v) the provision of any rights, benefits, privileges or facilities for the purpose of instruction;

(w) photographic services, including the developing of photographic film and the making of prints therefrom;

(x) the provision of advice or assistance to consumers with respect to—

(i) the availability of residential rental accommodation; or

(ii) comparative prices or other terms and conditions of purchase of goods of a kind ordinarily acquired or actually intended by the consumer to be acquired for personal, domestic or household use or consumption;

(y) the treatment of any motor vehicle for the eradication or prevention of rust.

SCHEDULE 2

Form of notices to consumers and guarantors

Notice to consumer under section 20(2) of Act:

NOTICE TO CONSUMER OF PROTECTION RIGHTS UNDER CONSUMER LEASE

THE CONSUMER TRANSACTIONS ACT 1972 AFFORDS PROTECTION TO CONSUMERS IN A NUMBER OF WAYS WHICH ARE SET OUT BELOW FOR YOUR INFORMATION

1. DOCUMENTS: You are entitled to receive this notice, a copy of your consumer lease and notice of any variations of your lease within 14 days of such lease or variations.

The lease itself must be printed in clear print of the prescribed printing size, briefly identifying the goods and be signed by you. It must contain clear information about—

(a) any permissible stamp duty or other taxes or duties; and

(b) other charges not included in the rental, like installation, delivery, cleaning, title insurance—each shown separately; and

(c) the date and amount of each rental payment; and

(d) the number and total amount of rental payments; and

(e) the conditions upon which you may terminate the lease; and

(f) your liabilities (if any) on termination of the lease.

2. RESCISSION OR CANCELLATION: It is possible to rescind (that is, cancel) the lease within 7 days of delivery of the goods, if the goods do not comply with various compulsorily implied conditions as to—

(a) description;

(b) merchantable quality;

(c) fitness or suitability for a particular purpose made know to the supplier.

3. DAMAGES: You may also obtain damages if your possession of the goods is disturbed when you are not in default or where there has been a breach by the supplier of the consumer lease. Damages may be obtained against your lessor and against any other supplier concerned.

4. TEMPORARY INABILITY TO MEET PAYMENTS and other obligations can be excused in genuine cases where something unexpected happens. You should first see the lessor about this, and, if unsuccessful, the Office of Consumer and Business Affairs will assist with negotiations in proper cases. Requests for assistance should be made at the Consumer Affairs Branch of the Office of Consumer and Business Affairs.

5. REPOSSESSION OF THE GOODS: Generally speaking, the lessor cannot repossess the goods during the currency of the lease (even if you are in arrears or other breach of your obligations) unless the lessor has given you 7 days (or more) notice of the intention to repossess.

6. VOLUNTARY TERMINATION OF LEASE FOR FIXED TERM: If you wish, you may return the goods earlier than stated in the lease, either to the supplier's premises or elsewhere as agreed, or as fixed by the Commercial Tribunal.

7. AMOUNT PAYABLE ON EARLY TERMINATION (whether voluntary or otherwise): You pay the lower of two amounts—either the amount mentioned in such lease or the amount referred to in Schedule 3 to the regulations under the above Act.

8. INSURANCE: You are not obliged to insure with any particular insurance company, agree to any unreasonable terms or premiums, nor submit to arbitration.

9. HARSH TERMS, although rarely encountered in responsible business dealings, may be avoided on application to the Commercial Tribunal. You should first consult the Office of Consumer and Business Affairs.

Notice to consumer under section 21(1) of Act:

NOTICE TO CONSUMER OF INTENTION TO REPOSSESS LEASED GOODS

FROM . . . .
(Full name of lessor) (Owner)

of . . . . , THE LESSOR
(Full address of lessor)

TO . . . .
(Full name of consumer-lessee)

of . . . . , THE CONSUMER-LESSEE
(Full address of consumer-lessee)

TAKE NOTICE that, 7 days after service on you of this notice, the lessor INTENDS TO REPOSSESS the leased goods described below for your failure to carry out your obligations as set out below:

1. Goods to be repossessed: . . . .

   . . . .
   (A sufficient description to identify the goods must be included)

2. Arrears of rental: $. . . . .
   Other arrears: $. . . . .
   TOTAL AMOUNT OF ARREARS: $. . . . .
   Number of rental payments in arrears: . . . .
   Period to which arrears relate: . . . .

   YOU MAY, IF YOU WISH, AVOID REPOSSESSION ON THIS GROUND BY PAYING, WITHIN 7 DAYS, THE ABOVE TOTAL ARREARS OF $ . . . .
   AT . . . .

3. Breach of other provisions:

   . . . .

   . . . .
   (Here set out clearly any other breach alleged)

   YOU MAY, IF YOU WISH, AVOID REPOSSESSION ON THIS GROUND BY REMEDYING THE ABOVE BREACH(ES) WITHIN 7 DAYS BY:

   . . . .

   . . . .
   (Here set out clearly what is required of the consumer-lessee)

Date: . . . .

Signature:. . . . .

Notice to consumer under section 27(1) of Act:

NOTICE TO CONSUMER OF INTENTION TO TAKE POSSESSION OF MORTGAGED GOODS

FROM . . . .
(Full name of mortgagee)

of . . . . , THE MORTGAGEE
(Full address of consumer-mortgagor)

TO . . . .
(Full name of consumer-mortgagor)

of . . . . , THE CONSUMER-MORTGAGOR
(Full address of consumer mortgagor)

TAKE NOTICE that, 7 days after service on you of this notice, the mortgagee INTENDS TO TAKE POSSESSION of the mortgaged goods described below for your failure to carry out your obligations as set out below:

1. Description of goods to be taken: . . . .

   . . . .
   (Full description)

2. Arrears of mortgage payments: $. . . . .
   Other arrears: $. . . . .
   TOTAL AMOUNT OF ARREARS: $. . . . .
   Number of mortgage payments in arrears: . . . .
   Period to which arrears relate: . . . .

   YOU MAY, IF YOU WISH, AVOID LOSING POSSESSION ON THIS GROUND BY PAYING, WITHIN 7 DAYS, THE TOTAL ARREARS OF $ . . . .
   AT . . . .

3. Breach of other provisions:

   . . . .

   . . . .
   (Here set out clearly any other breach alleged)

   YOU MAY IF YOU WISH, AVOID LOSING POSSESSION ON THIS GROUND BY REMEDYING THE ABOVE BREACH(ES) WITHIN 7 DAYS BY:

   . . . .

   . . . .
   (Here set out clearly what is required of the consumer-mortgagor)

Date: . . . .

Signature:. . . . .

Notice to consumer under section 27(3) of Act:

NOTICE TO CONSUMER AS TO RIGHTS AFTER POSSESSION TAKEN OF MORTGAGED GOODS

FROM . . . .
(Here set out full name of mortgagee)

of . . . . , THE MORTGAGEE
(Full address of mortgagee)

TO . . . .
(Full name of consumer-mortgagor)

of . . . . , THE CONSUMER-MORTGAGOR
(Full address of consumer mortgagor)

TAKE NOTICE that on . . . . 19 the mortgagee took possession of the following goods subject to a consumer mortgage: . . . .

. . . .
(Here describe the goods)

THESE GOODS ARE NOW HELD AT . . . .

THEIR ESTIMATED VALUE IS		$. . . . .
YOU ARE IN ARREARS AND OWE OTHER AMOUNTS AS FOLLOWS:		
(a)	Arrears of payments:	$. . . . .
(b)	Storage and maintenance costs:	$. . . . .
(c)	Costs of taking possession:	$. . . . .
(d)	Redelivery costs:	$. . . . .
TOTAL REQUIRED TO REINSTATE CONTRACT:		$. . . . .

(LESS *(d)* IF YOU COLLECT THE GOODS YOURSELF)
YOU ARE ALSO IN BREACH of other obligations under the mortgage because: . . . .

. . . .
(Here describe the other alleged breaches)

YOUR RIGHTS are as follows:
WITHIN 21 DAYS of the service on you of this notice, you may:

EITHER

1. By written notice require the mortgagee to redeliver the goods to you to your order. If you give this notice, you are legally entitled to the return of the goods if, within a further 14 days after giving such notice, you:

   (a) pay the arrears and other costs of taking possession set out above; and

   (b) remedy the breaches set out above (or pay the mortgagee to do so);

OR

2. By written notice require the mortgagee to sell the goods for cash at a price not less than their estimated value (set out above) to a person chosen by you.

IF YOU FAIL to exercise either of the above options within 21 days from the receipt of this notice from the mortgagee, THE MORTGAGEE MAY SELL THE GOODS for the best price reasonably obtainable without consulting you.

FURTHER TAKE NOTICE that you are entitled to the surplus (if any) or must make good the deficiency (if any), after the difference has been ascertained between—

(a) such selling price; and

(b) the net balance due by you to the mortgagee including the costs of taking possession, storing and selling the goods.

Date: . . . .

Signature:. . . . .

Notice to guarantor under section 27(3) of the Act:

[Note: The guarantor must also be given a copy of the notice given to the consumer: see reg. 10(3).]

NOTICE OF RIGHTS OF GUARANTOR OF CONSUMER MORTGAGE

You have certain rights under the above Act as to the guarantee mentioned below.

On the . . . . 19. . . . . you signed a guarantee of the due performance by . . . .
(Full name of consumer-mortgagor)

of . . . . as mortgagor of obligations
(Full address of consumer-mortgagor)

under a consumer mortgage in favour of . . . .

. . . .
(Full name of mortgagee)

of . . . .
(Full address of mortgagee)

THE MORTGAGOR WHOM YOU GUARANTEED IS NOW IN DEFAULT OF OBLIGATIONS UNDER THE MORTGAGE.

THE MORTGAGEE HAS TAKEN POSSESSION OF THE GOODS, THE SUBJECT OF THE MORTGAGE.

THE MORTGAGEE NOTIFIES YOU OF YOUR RIGHTS AS REQUIRED BY LAW:

1. You have the right to receive a copy of the notice served on the consumer-mortgagor under section 23(7) of the Act. YOU SHOULD READ THE NOTICE TO THE MORTGAGOR AS IT AFFECTS YOU ALSO. In particular, you will see that it gives certain options to the mortgagor. If the first option is not exercised within time, the mortgagee may sell. If the second option is exercised, the mortgagee must sell. You may be interested in purchasing the goods or in the sale.

2. Sections 43 and 44 of the *Consumer Transactions Act 1972* (which affect your rights as guarantor) read as follows:

GUARANTEES

Provisions as to guarantors

43. (1) Subject to subsection (2) of this section, no guarantor shall be liable to any further or other extent than the consumer whose obligations he has guaranteed.

(2) This section does not prevent a guarantor from binding himself by an agreement that is independent of the guarantee to perform any contractual obligation.

(3) Where a mortgagee has taken possession of goods subject to a consumer mortgage, any guarantor who has paid any moneys to the mortgagee in accordance with his guarantee shall have the same right to recover those moneys as he would have had if he had been the consumer.

Guarantor not to be bound in certain cases unless independently advised

44. (1) Where a guarantor enters into an agreement binding the guarantor—

(a) to pay a credit provider an aggregate sum that is larger than the balance originally payable under the consumer credit contract to which the guarantee relates; or

(b) to perform an obligation that is not imposed upon the consumer; or

(c) to perform any obligation that could not be enforced against the consumer; or

(d) to permit a mortgagee or any person acting on behalf of the mortgagee to enter upon any premises for the purpose of taking possession of or inspecting goods subject to a mortgage; or

(e) to relieve a mortgagee or any person acting on behalf of the mortgagee from liability for any such entry,

the agreement so entered into by the guarantor shall be void unless the agreement is executed by the guarantor in the presence of a legal practitioner instructed and employed independently of the credit provider or mortgagee and the legal practitioner certifies in writing upon the agreement—

(f) that he is satisfied that the guarantor understands the true purport and effect of the agreement; and

(g) that the guarantor has voluntarily executed the agreement in his presence.

NOTE: You have other rights under Section 44 of the *Consumer Credit Act 1972*.

SCHEDULE 3

Principles for determining amount payable on termination of lease

The amount payable by a consumer on termination of a consumer lease prior to the expiry of its term (by reason of breach of the provisions of the lease or otherwise) is the amount arrived at by the application of the following principles:

1. By application of the following formula:

$$(A + R) - B \times \left[\frac{C + R}{D + R}\right] \times (D + R - P) - V$$

Where—

A is the amount of rent payable for the unexpired portion of the lease, plus the amount of any arrears due to the date of termination
B is the proportion (expressed as a fraction) which the rent due for the unexpired portion of the lease bears to the total rent payable for the full term of the lease
C is the amount of rent payable for the unexpired portion of the lease
D is the total amount of rent payable for the whole period of the lease
P is the value of the leased goods at the date of the lease together with all charges other than interest and charges arising on repossession of the goods prior to the expiry of the term of the lease
R is the estimated or agreed residual value of the goods leased at the end of the full term of the lease
V is the value of the leased goods at the time of the termination of the lease, which will be the best price that the lessor could reasonably be expected to obtain from the goods on sale.

The amount payable by the consumer is the amount (if any) calculated by the application of the above formula, plus any of the expenses incurred by the lessor as follows:

(a) any reasonable costs (including legal costs) incurred by the lessor of and incidental to taking possession of the leased goods; and

(b) any amount properly and actually expended by the lessor on the storage, repair and maintenance of the leased goods; and

(c) the reasonable cost of selling or otherwise disposing of the leased goods (whether or not the goods have, in fact, been sold or disposed of).

2. If either the residual value of the goods leased at the end of the full term of the lease or the value of the leased goods at the time of the determination of the lease cannot be agreed, estimated or otherwise reasonably ascertained, the amount payable by the consumer is the sum of—

(a) twice the average payment allocable to a monthly period under the lease or the actual amount of the rental outstanding under the lease whichever is less; and

(b) arrears in rental (if any) due at the date of termination; and

(c) lessor's costs of or incidental to taking possession of the leased goods; and

(d) the reasonable cost of repairing any damage to the goods or, if the goods are lost or destroyed in circumstances in which the consumer is responsible under the lease, the reasonable value of the goods at the date of such termination.

3. If the goods would have been fixtures but for the provisions of section 33 of the Act or if in the opinion of the Tribunal it would be otherwise unfair or unreasonable for paragraph 2 to apply, then the amount is as fixed by the Tribunal.

SCHEDULE 4

Terms of mortgage securing rights of supplier under hire-purchase agreement

The mortgage prescribed for the purpose of the above provisions is in the following terms:

1. In this mortgage—

"**hire-purchase agreement**" or "**agreement**" means a hire-purchase agreement to which section 24 of the Act applies;

"**subject goods**" means the goods subject to a hire-purchase agreement and includes any goods or materials that have become incorporated in those goods in the course of maintenance, repair or modification of the goods;

"**supplier**" means the person who purports to hire out, or sell by instalment, goods under a hire-purchase agreement and includes any person to whom the rights of that person under the agreement are assigned.

2. (1) The consumer gives and the supplier takes an equitable mortgage of the subject goods.

(2) The supplier's rights under the hire-purchase agreement are preserved except insofar as the same are inconsistent with the Act, these regulations or this mortgage.

3. The supplier is empowered to take possession of, and sell, the subject goods if, and only if—

(a) the consumer has made a false statement in a material particular in, or in connection with, the agreement; or

(b) the consumer has, in contravention of the terms of the agreement, purported or attempted to dispose of, or encumber (by mortgage, lien or charge), the subject goods; or

(c) the consumer has, in contravention of the agreement:

(i) failed to keep the subject goods in good order and repair;

(ii) failed to keep the subject goods insured or registered;

and has failed to remedy the default within seven days after being required in writing by the supplier to do so; or

(d) the consumer has concealed the subject goods from the supplier, or refused to disclose the whereabouts of the subject goods to the supplier; or

(e) the consumer has made default in the payment of any instalment or other monetary sum due under the agreement and has failed to remedy the default within seven days after being required in writing by the supplier to do so; or

(f) the consumer has made default in any other obligation under the agreement which is likely to affect directly the value of the supplier's security, and has failed to remedy the default within seven days after being required in writing by the supplier to do so; or

(g) the consumer has returned the subject goods to the supplier, or has given notice in writing to the supplier that the consumer cannot continue to satisfy obligations under the agreement.

4. The abovementioned rights to take possession of and sell the subject goods under this mortgage are to be exercised subject to all of the provisions of the Act relating to mortgages and any other relevant enactments or principles of law and equity, and the proceeds realised upon sale of the subject goods are to be dealt with in accordance with those provisions, enactments and principles.

5. This mortgage is void, as against—

(a) —

(i) the Official Receiver in Bankruptcy or the trustee in insolvency of the consumer;

(ii) the trustee of the estate of the consumer under any statutory assignment for the benefit of the consumer's creditors,

so far as regards the property in or right to the possession of any personal chattels comprised in such agreement which within three months before the insolvency, or the meeting of creditors at which the resolution for the assignment was passed, are in the possession, or apparent possession, of the consumer; and

(b) all sheriff's officers, and other persons, seizing any of the subject goods in the execution of the process of any court against the goods of the consumer, and all judgment creditors on behalf of whom such process is executed, so far as regards the property in such of the subject goods as are, at the time of seizure, in the possession or apparent possession of the consumer.

6. (1) Subject to subclause (2), where a person in good faith and for valuable consideration purports to acquire title to the subject goods without actual notice of the interest of the supplier in the goods from the consumer or a person who is, with the consent of the consumer, in possession of the goods in circumstances in which the consumer appears to be the owner of the goods, the interest conferred by this mortgage ranks after the title so acquired.

(2) Subclause (1) does not apply to the purported acquisition of title to the subject goods by a person who carries on a trade or business in which the person trades in goods of that description.

7. Where a person acquires in good faith and for valuable consideration and without actual notice of this mortgage, any interest in the subject goods by way of lien, the interest conferred by this mortgage ranks after the lien so acquired.

SCHEDULE 5
Print type

1. Subject to this schedule, the following types are prescribed:

(a) any print or type that is produced directly or indirectly by a method or process under which each character occupies a space of the same width, if that print or type is not smaller than 12-pitch;

(b) any print or type produced by a method or process other than that referred to in paragraph *(a)* if it is in one of the permitted type faces or a larger type size of one of the permitted type faces referred to in clause 4.

2. (1) Subject to subclause (2), no document will be regarded as printed in a type prescribed for the purposes of this schedule unless every provision and every portion of every provision of that document is printed in a type prescribed for the purposes of this schedule.

(2) If a document is printed in print or type of a kind prescribed for the purposes of this schedule and the document contains blank spaces for the subsequent insertion of additional information and additional information is subsequently inserted in those blank spaces by a printing or typing method or process under which each character occupies a space of the same width, that additional information may be in print or type not smaller than 13-pitch.

3. If print or type of a kind prescribed for the purposes of this schedule is, by whatever method or process, photographed, reproduced or copied, the print or type in the photograph, reproduction or copy will be taken to comply with the regulations if its face measurement is of dimensions not less than 95% of the dimensions of the face measurement of the print or type so photographed, reproduced or copied.

4. For the purposes of this schedule—

"**character**" includes a letter, a figure, a symbol, a punctuation mark and a space between adjoining characters;

"**12-pitch**" means of dimensions such that any selected passage of such print or type 25 mm in length includes no more than 12 characters and "**13-pitch**" has a corresponding meaning;

"**permitted type faces**" means any of the following:

10-point Avante Garde
10-point Avante Garde Book
10-point Avante Garde Medium Bold
10-point American Typewriter
10-point American Typewriter Medium
10-point American Typewriter Bold
10-point Baskerville
10-point Baskerville Roman
10-point Baskerville Roman Italic
10-point Baskerville Roman Bold
10-point Bembo
10-point Bembo Roman
10-point Bembo Roman Italic
10-point Bembo Bold
10-point Bodoni
10-point Bodoni Roman
10-point Bodoni Roman Italic
10-point Bodoni Bold
10-point Century Old Style
10-point Century Old Style Roman

10-point Century Old Style Roman Italic
10-point Century Old Style Roman Bold
10-point Century School Book
10-point Century School Book Roman
10-point Century School Book Roman Italic
10-point Century School Book Bold
10-point Clarendon
10-point Clarendon Roman
10-point Clarendon Roman Italic
10-point Clarendon Bold
10-point Claro
10-point Claro Light
10-point Claro Medium
10-point Claro Medium Italic
10-point Claro Demi-Bold
10-point De Vinne
10-point De Vinne Roman
10-point De Vinne Roman Italic
10-point De Vinne Bold
10-point Gill Sans
10-point Gill Sans Medium
10-point Gill Sans Medium Italic
10-point Gill Sans Bold
10-point Gloucester Old Style
10-point Gloucester Old Style Roman
10-point Gloucester Old Style Roman Italic
10-point Gloucester Old Style Bold
10-point Helvetica
10-point Helvetica Light
10-point Helvetica Medium
10-point Helvetica Medium Italic
10-point Helvetica Bold
10-point ITC Cheltenham Light
10-point ITC Cheltenham Bold
10-point Karnak Intermediate
10-point Karnak Intermediate Roman
10-point Karnak Intermediate Roman Italic
10-point Karnak Intermediate Bold
10-point Megaron
10-point Megaron Light
10-point Megaron Medium
10-point Megaron Medium Italic
10-point Megaron Bold
10-point Metro
10-point Metro Italic
10-point Metro Bold
10-point Musica
10-point Musica Roman
10-point Musica Roman Italic
10-point Musica Bold
10-point Old Style
10-point Old Style Roman
10-point Old Style Roman Italic
10-point Old Style Bold
10-point Optima
10-point Optima Roman
10-point Optima Roman Italic

10-point Optima Bold
10-point Plantin
10-point Plantin Roman
10-point Plantin Roman Italic
10-point Plantin Bold
10-point Press Roman Bold
10-point Press Roman Medium
10-point Record Gothic
10-point Rockwell Light
10-point Rockwell Bold
10-point Souvenir
10-point Souvenir Light
10-point Souvenir Light Italic
10-point Souvenir Bold
10-point Souvenir Medium
10-point Times (or English)
10-point Times (or English) Roman
10-point Times (or English) Roman Italic
10-point Times (or English) Bold
10-point Univers
10-point Univers Light
10-point Univers Medium
10-point Univers Medium Italic
10-point Univers Bold
10-point Zapf
10-point Zapf Medium

SCHEDULE 6
Fees

The following fees are payable to the Registrar at the time of filing the following applications under the Act:

1.	For a declaration under s. 15(5)	$105
2.	For orders under s. 18(1)	$45
3.	For an authorisation under ss. 21(2), 27(2) or 27(4) or an order under s. 34(1)	$45
4.	For a place to be fixed or determined by the Tribunal under s. 22(2) or 30(2)	$10
5.	For an order under s. 22(1)	$20
6.	For an order under s. 32(1)	$10
7.	For an extension of time under s. 46(1)	$35
8.	For any other application or matter not specifically mentioned	$20