

1972  
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VICTORIA



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CONSUMER AFFAIRS COUNCIL  
OF VICTORIA

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REPORT  
FOR THE YEAR ENDED 30TH JUNE, 1972

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*By Authority.*

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## INTRODUCTION.

This report covers the period of the financial year 1971-72. Inescapably it covers not only the work of the Consumer Affairs Council but also some of the work of the Consumer Protection Bureau with which it works very closely and harmoniously.

The current year has enabled the Council to make a further appreciation of the new organization set up under the *Consumer Protection Act 1970*. It is patently clear that the current organization is working with a greater degree of satisfaction for the consumer public. This is readily demonstrated by the increase in the demands, made by the public, on the Council and the Bureau. During 1971-72 the Bureau dealt with over 2,500 written and personally lodged complaints and in addition tendered advice to over 13,000 telephone callers seeking information and guidance.

Efforts to step up consumer education have resulted, not only in the number of calls above, but also in an ever increasing demand for the literature issued by the Council, and in an increasing demand for speakers at various functions and gatherings. (For a more detailed discussion on this matter, see Section XI.) In this regard the work of the ladies on the Council has been indefatigable.

Following a study of the recent *Consumer Protection Act 1972*, and subsequent to its proclamation, the Council has submitted, at Ministerial request, a number of suggested amendments to this Act. The Council expects them to be considered in the coming session of Parliament. The Council has also included in this report a number of new recommendations for consideration by the Government, together with a re-submission of some earlier recommendations, believing that in the light of further experiences such re-submissions are necessary and justified and may now be acceptable.

The Council awaits with interest the passage of new legislation in the form of a new Motor Car Act in the coming session of Parliament, as no doubt many of the Council's recommendations in this field will be incorporated in this new Motor Car Act. In addition to the motor car legislation, the Council noted that there is further Federal and State legislation pending in relation to consumer matters.

The Council notes with pleasure the progressive legislation being enacted to provide protection for consumers. There is a lot of loose talk in various quarters such as "putting more teeth" into the consumer organization. Often these comments are patently made without a full realization of the scope of protection that already exists and the detailed range of the field of consumer protection. The Council has noted various comments in overseas literature of cases where consumer legislation has been too harsh and too quickly imposed, inferring that continuing publicity and wider and better education of consumers achieves more far reaching results than can the conviction of any particular company, firm or individual.

In this respect, the address to the Congress of the United States introducing the "Buyer's Bill of Rights" may be of special interest.

"Legislative remedies and improved enforcement procedures are powerful weapons in the fight for consumer justice. But as important as they are, they are only as effective as an aware and an informed public make them. Consumer education is an integral part of consumer protection. It is vital if the consumer is to be able to make wise judgements in the market place. To enable him or her to do this will require a true educational process beginning in childhood and continuing on."

The Council desires to express its deep appreciation of the assistance rendered to it by the Consumer Protection Bureau. This assistance has been given readily, and with the utmost co-operation. However, the Council believes that the increase in, and scope of, the work of the Bureau, resulting from the growing number of complaints and phone calls must restrict the amount of work that the Bureau is able to undertake on behalf of the Council, especially having regard to the *Consumer Protection Act 1972*, which widens the scope of the responsibility of both bodies.

Finally, the Council considers that any new legislation being submitted to Parliament dealing with consumer protection problems should be sighted by the Consumer Affairs Council whilst at the draft stage. It would be advantageous and simpler to offer comment on the draft Bill rather than have to wait for submission to Parliament and then have to seek amendments thereto.

## SECTION I.

SUMMARY OF RECOMMENDATIONS MADE BY THE CONSUMER AFFAIRS COUNCIL  
IN RESPECT OF CONSUMER MATTERS.

X 1. That motor vehicle dealers should be licensed and that any such licence should be subject to cancellation in the event of fraudulent practice.

*Reference Page No. 11.*

2. That it be made an offence for a motor vehicle dealer to conceal from a buyer known defects in a second-hand motor car.

*Reference Page No. 11.*

3. That it be made an offence for a vendor to wind back mileage readings in second-hand motor cars. (In view of the provisions of the current Motor Car Act and the *Consumer Protection Act 1972* dealing with odometer readings, the Council has previously expanded on this recommendation to cover recommendations that the mileage reading of the odometer of a vehicle should be shown at each successive registration or transfer of registration of a vehicle.)

*Reference Page No. 11.*

4. That the Roadworthiness test (and certificate issued thereafter) be extended to incorporate mechanical and structural soundness, that the inclusion of an adequate tool kit and jack should be ensured and where not in working order or missing, the certificate should not be issued until they are put into working order or are replaced.

*Reference Page No. 11.*

5. That the Companies Office should refuse to register Companies or Business Names whenever such names may confuse or mislead consumers or are obviously designed so to do, or are designed to conceal, for the purpose of confusing or misleading consumers, the real identity of the beneficial owners of the business or company being registered.

*Reference Page No. 13.*

6. That the Postmaster General's Department be requested not to accept advertisements which include trade names having a tendency to confuse or mislead consumers.

*Reference Page No. 13.*

7. That the licensing scheme of Pest Control Firms should make provision for the examination of sales techniques adopted by representatives of companies and their knowledge of the application of pesticides.

*Reference Page No. 14.*

8. That Pseudo or Mock Auction Sales be prohibited throughout the State of Victoria.

*Reference Page No. 16.*

9. That the Government should legislate to outlaw all Pyramid Selling and Chain Letter schemes throughout the State of Victoria.

*Reference Page No. 16.*

10. That all door to door salesmen should be licensed and be required to carry identification papers which would clearly explain the purpose of their canvassing the householder.

*Reference Page No. 17.*

11. That the Consumer Protection Act should be expanded to cover all door to door transactions irrespective of whether they are subject to a credit purchase agreement or not, whether or not the transactions are on a cash payment basis and whether or not they are initiated by the vendor or purchaser.

*Reference Page No. 17.*

X 12. That the actual selling price, as distinct from any trade-in allowances, deposits, weekly or any other periodical repayments or interest charges should be disclosed when offering any goods for sale on cash or credit.

*Reference Page No. 18.*

13. That whenever goods are offered for sale or advertised at "so much off" or "save so much", the vendor and/or the advertiser should feature the asking price in figures at least as large and as prominent as the claimed reduction.

*Reference Page No. 18.*

14. That legislation be introduced to prohibit inertia selling along lines similar to that enacted in the State of New York.

*Reference Page No. 18.*

15. That dating, in a clear, legible, direct and uncoded manner, of all perishable foodstuffs, packaged, tinned or otherwise, with the date of preparation for sale and/or packaging, or alternatively the date for final consumption, should be made compulsory.

*Reference Page No. 18.*

16. That legislation should be introduced whereby care and size labelling of garments be made mandatory once adequate standards have been established by the Standards Association of Australia.

*Reference Page No. 20.*

17. That legislation should be introduced to make labelling as to flammability of garments mandatory, once adequate standards are established.

*Reference Page No. 22.*

18. That legislation be introduced, stipulating that where any party providing finance for home improvements pursuant to any agreement whereby the service company has agreed to arrange finance, and where the consumer subsequently recovers judgement against the service company for breach of contract, and the judgement cannot be satisfied, then the money-lending party's rights to recover its loan should be extinguished to the extent of the judgement remaining unsatisfied.

*Reference Page No. 22.*

19. That the Hire Purchase Act be amended, in line with the Money Lenders Act, so that finance companies and any party providing finance be obliged to show in credit agreements, the annual interest rate charged as well as the total quantum of interest charges.

*Reference Page No. 22.*

20. That insurance companies should be examined as to their economic situation and financial backing and should be required to lodge more substantial guarantees at the time of incorporation, than are presently required.

*Reference Page No. 23.*

21. That a registration scheme be established to control the operations of all insurance brokers and agents as soon as possible.

*Reference Page No. 23.*

22. "That legislation be enacted providing that only portable fire extinguishers which had received the approval of the Chief Fire Officer shall be distributed or sold, placed on display for sale or marketed in any manner whatsoever."

Recommendation made in : Annual Report 1969.

NOTE : There is no further reference to this recommendation in the current report, the Council being of the opinion that its views were adequately expressed in its Annual Report in 1969. The circumstances governing the issue of that report being unchanged so far as this question is concerned the recommendation is specifically reiterated.

## SECTION II.

### SUMMARY OF THE FIRMS NAMED IN THIS REPORT.

1. *Mini World Pty. Ltd.*, 585 Elizabeth-street, Melbourne.  
*Reference Page No. 11.*

2. *Milleradio* (See Page No. 12 for full range of names) 550 Malvern-road, Prahran.  
*Reference Page No. 11.*

Items marked ✓ have yet to be  
legislated upon.  
those marked x have been legislated  
upon

Item 2 has been covered by the  
Motor car Traders Bill in as  
much as any defects which become  
apparent within a certain period after  
purchase must be repaired by  
the vendor at his expense

Item 3 Whilst it is an offence to wind  
back an odometer, no action  
has been taken regarding  
showing the reading on registration  
papers.

Item 10 the licence is required  
but not the papers which would  
clearly explain the purpose of their  
canvassing the householders

J. Meardle  
15/1/73

3. *S. S. Appliances Pty. Ltd.* (See Page No. 24 for full range of names) 13 Aristoc-road, Glen Waverley.

*Reference Page No. 12.*

4. *Specialty Screens Pty. Ltd.*, 30 Windsor-road, Croydon.

*Reference Page No. 13.*

5. *Austracote Constructions Pty. Ltd.*, 94 Hoddle-street, Abbotsford.

*Reference Page No. 14.*

6. *K.C. Bonded Paints*, 23 Burwood Highway, Burwood.

*Reference Page No. 14.*

7. *United Aluminium (Qld.) Pty. Ltd.*, Suite 2, 488 Queen-street, Brisbane.

*Reference Page No. 14.*

8. *Bonded Brick Veneer Developments*, 56-58 Burwood-road, Hawthorn.

*Reference Page No. 14.*

9. *Carolina Homes Pty. Ltd.*, 3A Main-street, Blackburn, and 76 Yarra-street, Geelong.

*Reference Page No. 14.*

10. *Champion Pest Control Pty. Ltd.* (also trading as *Bonafied Pest Consultants*) 6 Rose-avenue, Croydon.

*Reference Page No. 14.*

11. *Camberwell Amusements Pty. Ltd.*, trading as *The Golden Bowl Health Centre*, 41-61 Camberwell-road, Camberwell.

*Reference Page No. 15.*

12. *J. G. McLaughlin* trading as "*Crazy Advertising Sales*", 55 Swanston-street, Melbourne.

*Reference Page No. 16.*

13. *Global Readers Service Ltd.*, P.O. Box 588, Darlinghurst, N.S.W.

*Reference Page No. 17.*

14. *Astronaut Insurance Service Pty. Ltd.*, and *Australian Community Insurance (Vic.) Pty. Ltd.*, 45 Wellington-street, Prahran.

*Reference Page No. 23.*

### SECTION III.

#### CONSUMER LEGISLATION.

The first legislation passed under the title "Consumer Protection Act" was introduced in Victoria in 1964. Under that legislation the first Consumer Protection Council was instituted; the first of its kind in Australia. The important social implication of this legislation was that for the first time in Australian history a legal recognition was given to the consumer as a single entity irrespective of his economic, cultural or social background.

In 1970 a further Consumer Protection Act was promulgated creating, in addition to a Consumer Affairs Council the Consumer Protection Bureau and placing four Acts under its administration.

In May, 1972, a further expansion in Consumer Legislation to come into effect in the first month of the new financial year, has taken place, providing for the following eight distinct areas in which the consumer should be protected.

1. *Trading Stamps or Coupons.* The Act states that "No person shall on the sale of any goods issue any trading stamps to any person" and "No person shall give or deliver any money or goods on presentation of any trading stamp". This should not be confused with gift vouchers etc., which are used by some retailers. The Act prohibits the entry of a third party, the Trading Stamp Company, which makes its profits from the sale of the Stamps or Coupons to the retailer.

2. *False or Misleading Advertising.* This division of the Act imposes a maximum penalty of \$500 or imprisonment for three months or both, on anybody who publishes or causes to be published any statement which "is to his knowledge false in any material particular, deceptive or misleading". It also covers instances where claims are made by individuals or firms that a project has official approval while such approval has actually not been given. To use the Minister's own words: "It is very easy to represent interest as active support, failure to deny as consent or approval, or any measure of association as co-operation."

3. *Door to Door Sales.* This division has been designed to protect the unsuspecting householder from being "pressured" by aggressive salesmen who stop people in the street or invade their homes in order to make a sale.

The provisions are that whenever:

- (a) The sale takes place outside the appropriate trading premises of the vendor;
- (b) the sale is a result of an unsolicited approach by the vendor; and
- (c) the sale is subject to a credit purchase agreement—

the vendor must give the purchaser a prescribed statement which informs him that he has the right to cancel the whole agreement within ten days. Furthermore, any money trade-ins etc., that have already been given must then be returned to the other party. If the vendor does not give the purchaser the prescribed statement then the period during which the agreement may be terminated by the purchaser is extended to six months from the date of the agreement, and the vendor becomes liable to a penalty by way of a fine of not more than \$200.00.

4. *Unordered Goods and Services.* The Act declares it illegal to demand payment for goods and services which were not ordered by the recipient. The sending of unordered goods and services is sometimes referred to as "Inertia Selling" and includes:

- (a) sending unordered goods with an invoice—giving the impression that the recipient is responsible for either paying for or returning the goods.
- (b) sending forms which are orders but are not easily recognizable as such.
- (c) tricking people into subscribing to business directories by use of misleading order forms.
- (d) threatening recipients of unordered goods or services with black listing as debtors or other action if they do not pay.

Under the new legislation unordered goods become the property of the recipient three months after receipt or, if he sends a note to the sender stating that he does not want the goods and advises where they may be collected, they become his property one month after receipt, provided that they are not collected by the vendor beforehand.

The principle is that the Act does not prohibit the sending of unordered goods, but it prohibits any demands for payment whenever unordered goods have been sent to a consumer.

5. *Merchandise Marks.* A seller is not bound in all cases to describe the goods he is offering for sale. However, if he does describe them he must do so accurately.

The mileage shown on the odometer of a vehicle is now defined as a "trade description" and a salesman who misrepresents the mileage of any vehicle is guilty of applying a false trade description.

In the case of textile products, imitation leather or leather goods and various articles of bedding and upholstered furniture, it is compulsory to apply a trade description when they are offered for sale. Such goods must show details as prescribed by the Act and Regulations.

6. *Footwear Regulation.* The main variation in the new Act from the *Footwear Regulation Act 1970* is that, in addition to describing the content of the sole as defined, it becomes compulsory to describe the content of the uppers (including quarter linings).

7. *Furniture Regulation.* This division requires that all furniture of which wood forms a part manufactured in Victoria is to be stamped by the manufacturer with his name and the address of the place where it was made.

8. *Safe Design and Construction of Goods.*—The essential feature of this Division of the Act is the provision which empowers the making of regulations to lay down product specifications, or to require warning notices or instructions to be affixed with respect to any prescribed class of goods.



In addition to the *Consumer Protection Act 1972*, there is a large volume of consumer legislation contained within the various Acts in Victoria and it has become one of the functions of the Consumer Protection Bureau to refer any inquiries about or breaches against any such Acts to that Department which is administering it.

The Council contends that such consumer legislation is not any less effective simply because it is not part of the Consumer Protection Act.

It should be stated that there must be extensions of this kind of consumer legislation ; the Regulations under the *Health Act 1958* introduced in the current year banning all advertisements which claim to alleviate or cure baldness, are an example.

It is the Council's further contention that the introduction of new consumer laws should go hand in hand with the development of a social awareness of consumer needs, a consumer education programme and a responsible recognition by the business world that it depends on the purchasing power and goodwill of the consumer for its own existence.

Whilst the Council acknowledges the foregoing developments in Consumer Protection Legislation, it nevertheless wishes to draw attention to previous outstanding recommendations which have been incorporated in this report. Such recommendations as are considered by the Council to be essential to overcome shortcomings in the commercial community are listed in Section I. of this report with cross references to the body of the report.

#### SECTION IV.

##### OBJECTIVES OF THE COUNCIL.

The Council envisages its role as revolving around five objectives :

- (a) to prevent objectionable sale practices ;
- (b) to prevent objectionable service practices ;
- (c) to prevent dishonest advertising ;
- (d) to assist consumers to know what they are buying ;
- (e) to assist aggrieved consumers to obtain redress.

In order to achieve these objectives the Council is looking forward to further developments in Consumer Legislation but at the same time it realizes that law enforcement of consumer matters is only a part of an overall picture of our community life.

Throughout its existence the Council has stressed that all sections of the business community must aim, of their own volition, to observe high ethical standards. It has always highlighted codes of ethics of industries where they exist and has attempted to bring them to the attention of consumers.

It is the Council's strong belief that voluntary codes of behaviour are frequently just as welcome as imposed standards provided that they are observed. The advantage of a voluntary standard is that all agree to support it in spirit and not to treat its provisions as obstacles which are to be circumvented by legal ingenuity.

The Council acknowledges that, throughout the business world, there are in existence a host of such voluntary standards and it has embarked on a programme of informing the public so that they can demand that those who subscribe to these standards will acknowledge their obligations to their clients, the general public and to one another.

Negotiations by the Council and the Consumer Protection Bureau with some representatives of the business sector have shown that in some sections there is a re-thinking process going on which looks upon Consumer Protection as an extension of an industry's own market research information. Consumer Protection is rightfully looked upon as a finger on the pulse of the consumer society. It becomes a necessity when awareness of the interest of the consumer is overlooked within the field of business.

There are instances where companies have gratefully acknowledged the Council's suggestions to amend their marketing practices, as this has resulted in a better customer relationship and enhanced the companies' goodwill.

## SECTION V.

## OBJECTIONABLE SALES AND SERVICE PRACTICES.

The Council is aware that many disputes between consumers and suppliers are, and will be, arising simply due to the complex nature of the modern consumer market and the highly technical nature of some consumer goods. In this respect the Council is looking to each industry "to bring its own house into order". Failing this, it realizes the need for further legislative controls to maintain a balance of rights between the supplier and consumer to regulate fair dealings between them.

The Council doubts whether it is always possible to protect the consumer from his own idiosyncrasies and whether lazy and inefficient shopping habits should be encouraged. On the other hand the Council is aware that there are elements in the business world which are consciously and fraudulently taking advantage of the unwary consumer.

The Council feels it is justified in making the following observations in reference to some industries and where necessary to single out the main offenders.

## A. MOTOR VEHICLES.

Few people realize that the possession of a motor car can mean a larger outlay in money than the possession of a home. Naturally the initial outlay is much higher for a house than the average motor car, but if one considers such expenses as insurance, registration, repairs, running costs and especially depreciation, the cost to run an average motor car may amount to anything from 10 to 20 cents per mile, which taken over an average of 10,000 miles per year comes to \$1,000 to \$2,000. It is hardly likely to cost as much to live in a house which is fully paid off, especially as, real estate property prices being what they are, a house may even gain in value from year to year while a motor car inevitably falls in value irrespective of whether it is used or kept locked up in a garage.

It appears little short of scandalous that an industry which markets such expensive items should merit so much criticism and be the cause of so much discontent. This applies especially to the second-hand motor car field, to a lesser degree to the new motor car field, and also to the availability and cost of spare parts.

1. *New Motor Cars.* A typical complaint received by the Consumer Protection Bureau in connection with the purchase of a new motor car is summarized as an example of what a consumer may encounter.

"After only 300 miles the motor car developed the following faults and was left at the dealer.

- (i) both back doors would not shut ;
- (ii) oil leaking from engine.

The dealer, however, could not rectify the doors without the guidance of the manufacturer. Hence an appointment was made for the following week.

On this date the motor car was back to the dealer with the additional complaint :—

Oil was still leaking from the engine.

The motor car was returned after two complete days with the two back doors out of line from the general shape of the body and still very hard to shut.

At the 2,000 mile service, the motor car was back to the dealer with these faults :—

- (i) both back doors hard to shut and out of line ;
- (ii) oil leaking from engine and distributor shaft ;
- (iii) excessive vibration through steering box.

On this occasion the motor car was returned to the manufacturer where the central columns were forced back and the doors re-set.

After two days the motor car was returned but the doors were still hard to shut.

With only 3,000 miles on the clock the motor car was once again back to the dealer with another major fault :—

- (i) the engine rear seal leaking ;
- (ii) the steering box leaking oil ;
- (iii) oil leaking from engine ;
- (iv) alternator faulty.

The motor car had to be returned on three consecutive days for the alternator to be repaired.

At the time of lodging the complaint the motor car was still suffering from these faults :—

- (i) the doors were out of line and hard to close ;
- (ii) oil was leaking from engine rear seal ;
- (iii) excessive vibrations above 65 m.p.h. "

Complaints have also been received by the Consumer Protection Bureau which show that although the motor car manufacturer as a rule honours his warranty, there always comes a point of time where the warranty runs out. The owner of the motor car is then left with a vehicle which has been constantly repaired under the warranty provisions and all the indications are that in future the vehicle will require further repairs and the owner would have to bear the costs himself.

The Council is aware of further instances involving sales of new motor cars :

In one instance a consumer, when ordering a car, specified a particular kind of automatic transmission. The salesman advised him that any less powerful transmission would not be suitable for the motor car, and he would definitely be sold a motor car with the type of transmission he had requested.

In view of the fact that he had taken the word of the salesman that his motor car was fitted with the correct transmission, he accepted delivery in good faith only to find out later that his motor car had been fitted with the type of transmission which he had been told would not suit it.

However, when the consumer complained, the dealer took the attitude that he was not at fault as he had sold the motor car in good faith believing that it did in fact have the correct transmission.

The manufacturer initially took the attitude that the change of transmission was a fully authorised engineering change and it was their prerogative to change anything at any time. It was only after further negotiations that some form of redress was obtained on behalf of the consumer.

The Council contends that the consumer should not be exposed to such costly and unpleasant experiences when he invests thousands of dollars in the purchase of a motor car and hopes that the industry will be able to regulate its affairs to preclude such instances from arising in the future.

2. *Second-hand Motor Cars.* In the second-hand motor car field consumer dissatisfaction can be attributed mainly to the unethical conduct of individual salesmen.

The Council's attention was drawn to a dealer against whom four complaints were lodged within the course of one month. As this particular dealer had a clean record beforehand, the Consumer Protection Bureau interviewed the Managing Director and was informed that all the complaints referred to were sales made by two salesmen who have since been dismissed for their unethical practices. Since that time complaints have considerably dropped off against that dealer although it is probable that the two salesmen concerned are now practising their misleading tactics with another company.

Judging by the complaints received, the conditions in the second-hand motor car market can best be described by the term "free for all".

There are examples where a complainant, lulled by assurances from a salesman, has signed the required documents only to discover afterwards that the documents referred to a different motor car than the one he had originally selected.

Other examples to hand refer to transactions in which a purchaser assured the salesman that he could not pay off a motor car at more than \$50 per month. The final documents showed a repayment figure of \$70 per month. The salesman must have known that the purchaser would not be able to keep up the payments on the higher figure and the Council wonders whether there was not an additional profit for him as a result of the repossession of the motor car.

Apparent goodwill offers to the public often have unforeseen repercussions. One of them is the "seven days free trial period". When a purchaser returned a motor car within seven days because it was not mechanically up to expectations, he was informed that his old trade-in was already sold. Furthermore he had to make a new selection from a limited number of available motor cars and to use his own words : "each car suddenly jumped in price by a few hundred dollars".

The Council is aware of several attempts to sell motor cars without a roadworthy certificate, and of cases where motor cars were put off the road by the police because of unroadworthiness within one week of having been sold.

Mechanically unsound motor cars have often been misrepresented as "perfect condition", full warranties have turned out to be only partial ones, and repairs under warranties have had to be done two or three times before final satisfaction could be obtained.

On occasions the premises of the Bureau have been made available to the two parties to a dispute as neutral ground on which a satisfactory agreement could be negotiated. An interpreter had to be used on some occasions to make sure that details were fully understood by the complainant. Circumstances such as these throw a complete doubt on the salesmen's claims that all the details of the transaction and the requirements of the Hire Purchase Act were fully understood by the complainants during negotiations in the salesyards.

The Council feels that a special warning is appropriate to consumers in regard to dealers who specialize in cheap and old motor cars. The consumer cannot expect a motor car to be in proper order if he is prepared to pay only a few hundred dollars. It is useless complaining if the doors are rattling or the engine is burning some oil. Some mechanical shortcomings are always implied in a low priced second-hand motor car.

Nevertheless experiences of purchasers with "Mini World Pty. Ltd." 585 Elizabeth-street, Melbourne, have led the Council to the conclusion that sales of their low priced motor cars are accompanied by an equally low regard for ethical business practice.

Previous recommendations made by the Consumer Affairs Council in connection with the sale of motor cars are still relevant to current practice. They are therefore again listed in this report.

- (i) That motor vehicle dealers should be licensed and that any such licence should be subject to cancellation in the event of fraudulent practice. (Annual Reports 1969 and 1971.)
- (ii) That it be made an offence for a motor vehicle dealer to conceal from a buyer known defects in a second-hand motor car. (Annual Report 1969.)
- (iii) That it be made an offence for a vendor to wind back mileage readings in second-hand motor cars. (Annual Report 1969.)  
(In view of the provisions of the current Motor Car Act and the *Consumer Protection Act 1972* dealing with odometer readings the Council has previously expanded on this recommendation to cover recommendations that the mileage reading of the odometer of a vehicle should be shown at each successive registration or transfer of registration of a vehicle.)
- (iv) That the Roadworthiness Test (and certificates issued thereafter) be extended to incorporate mechanical and structural soundness, that the inclusion of an adequate tool kit and jack should be ensured and where not in working order or missing, the certificate should not be issued until they are put into working order or are replaced. (Annual Report 1971.)

## B. DOMESTIC HOUSEHOLD APPLIANCES.

1. *Misleading Servicing Practices.* It should be generally accepted that most repairs to domestic appliances such as television sets, washing machines and refrigerators can be effected in the home. It is only when a major breakdown occurs that workshop attention is warranted. Such a case could be the re-winding of the armature in a washing machine.

However, some snide service firms endeavour to obtain possession of the appliances for workshop repairs irrespective of the nature of the repair. They argue that workshop repairs are the most efficient and least costly. Experience has shown that many consumers have been subjected to unnecessary delays in the return of appliances and that gross overcharging has repeatedly occurred. In such instances the consumer is at the mercy of the repairer, and unless the account rendered is satisfied the repairer will not return the appliance to the owner.

In the year under review 69 complaints for television repairs have been received against the Milleradio group whose registered office is situated at 550 Malvern-road, Prahran. The number of complaints received against all other television repairers throughout the State of Victoria amounted to 71 for the same period. The proportion of 69 complaints against Milleradio as against 71 for all other firms is an indication of the continuing gross disregard by Milleradio of all business ethics. The Council remains convinced that Milleradio is concerned only in extracting every possible dollar from a house-holder and that such service as is provided is only a means to that end.

Milleradio is listed under five Company Names and 27 business names. Consumers have complained that they have been confused by the large number of trading names as a result of which they have been misled into receiving the services of Milleradio although they had tried to avoid it. The Council has therefore approached the P.M.G. Department with a view to including a reference to "Milleradio" in any listings in the Pink Pages. This should enable consumers to know with whom they are dealing.

The Companies Act registrations of Milleradio are listed hereafter for the information of consumers who are warned to be most careful in any dealings with them. The chances are that they will encounter unpleasant tactics, their sets will not be repaired properly and/or they will be overcharged.

*Company Names.*

A.A.A.A. Ability T.V. Services Pty. Ltd.  
 A.A.A.A. Action T.V. Service Pty. Ltd.  
 A.A.A. Trade Services Pty. Ltd.  
 A.C.D. Television Service Pty. Ltd.  
 Fastest T.V. Service Pty. Ltd.

*Business Names.*

Always Available T.V. Service of Any Suburb  
 Bayside T.V. Service  
 Central Debtors Directorate  
 Emergency Television Service  
 Evening Television Service  
 Fire Alarm Television Service  
 Holiday Television Service  
 Insurance Television Repair Service  
 Mighty Television Service  
 Milleradio T.V. Service  
 9 a.m. to Midnight Television Service  
 Northland T.V. Service  
 Radio Controlled Television Service  
 Round the Clock Television Repair Service  
 Saturday Television Service  
 Seaside T.V. Service  
 Seven Days a Week Television Service  
 Sunday Television Service  
 Swiftest T.V. Service  
 Transistor Radio Service  
 Tele Patrol  
 Transistor Television Service  
 24 Hour Television Repair Service  
 Weekend Television Repairs  
 Williams Wonderful Fire Alarm Television Service  
 Your Local T.V. Repair Man  
 Zippy Television Service.

Under the category of washing machine repairs sixteen complaints referred to the firm S.S. Appliances Pty. Ltd., from 13 Aristoc-road, Glen Waverley, as against 35 complaints against all other washing machine repairers. The complainants referred to overcharging, faulty workmanship and long delays in returning appliances.

S.S. Appliances Pty. Ltd., is operating under the following business names :—

Clothes Washer Service  
 Frigicrest Refrigerator Repair Service  
 Frigicrest Washing Machine Repair Service  
 Hooker Washing Machine Repair Service  
 Hoovex Washing Machine Repair Service  
 Kelway Domestic Refrigerators and Washing Machine Repair Service  
 Mallhome Refrigerator Repair Service  
 Manual and Auto Washing Machine Service  
 S.T. Washer Service  
 Simplicity Washing Machine Repair Service  
 T.S. Washer Service  
 Turnell Washing Machine Repair Service  
 Westlace Refrigerator and Washing Machine Repair Service  
 Your Washing Machine Repair Service.

Consumers have been misled by the similarity of some of the above trade names with the brand names of some popular makes of washing machines : e.g. Frigicrest with Frigidair, Hooker or Hoovex with Hoover, Turnell with Turner.

The Council suspects that the particular business names were selected in order to confuse consumers into believing that they are obtaining the services of the manufacturers of the washing machines.

The Council is also of the opinion that the Companies Office should refuse to register Companies or Business Names whenever such names may confuse or mislead consumers or are obviously designed so to do, or are designed to conceal, for the purpose of confusing or misleading consumers, the real identity of the beneficial owners of the business or company being registered. In this respect the Council wishes to recapitulate here a recommendation made in the 1969 Annual Report.

“The Council believes that the Postmaster General's Department should not accept such advertisements and greater care should be exercised in respect of advertisements inserted by service firms. At the same time the Registrar of Companies should not register business names of service companies, designed to mislead consumers.”

It is noteworthy that the white page Telephone Directory now contains no advertisements. Such advertisements are covered by inclusion in the pink pages directory.

2. *Service Charges.* A substantial amount of dissatisfaction has been voiced by the community against the excessive service charges of various repair firms.

In many cases technical service fees are higher than professional charges. Whilst there is a measure of control over legal and medical fees, no such control is exercised for example over charges imposed by repairers on home repair calls. This is one of the problems which the Council desires to examine during the coming year.

### C. CARPETS AND FITTINGS

1. *Carpets.* The purchase of a carpet for a home is a major expense. However, it is in this field that there is a marked consumer dissatisfaction, largely the result of lack of consumer awareness of the potential problems associated with the purchase of carpets, specifically as a result of the introduction of synthetic materials by manufacturers.

The problems arising from shading, fading, cleaning, staining and laying have reached such a proportion as to lead the Consumer Affairs Council to a decision to issue an Information Bulletin on the subject of carpets as part of its educational programme for next year.

In the meantime consumers are advised to most carefully question all facets relating to the textile composition of carpets and their cleaning capabilities whenever they purchase a new carpet.

2. *Fittings.* Specialty Screens Pty. Ltd., of 30 Windsor-road, Croydon, has come to the attention of the Council as a result of bad service it has provided to some of its clients in respect of poor workmanship and the handling of its accounts. The Company engages in fitting screens for windows and doors. The terms of settlement for work undertaken by the company vary considerably and the company insists on adherence to its quoted terms even when jobs have not been completed to the satisfaction of its clients. Where payment has not been received by the company on the stated due date, the *following day* a *Final Notice* from a *Debt Collection Agency* is received by the client by mail. Almost immediately thereafter the company serves a summons on the client.

The Council does not wish to support the person who fails to pay an account when it is justly due and payable, but Specialty Screens Pty. Ltd. has in point of fact arranged for the issue of debt collecting notices and summonses in the manner indicated before its work has been satisfactorily completed by the company.

### D. BUILDING RENOVATIONS AND REPAIRS

1. *House Cladding.* In the 1967 Annual Report the former Consumer Protection Council exposed a number of deceptive practices of the house cladding industry. Over the following years activities of that industry diminished somewhat, until early this year when they again began an upswing. There is an indication that in Victoria as well as in some other States, over enthusiastic promotional campaigns aim too much at making a fast dollar and not enough at informing a prospective client of all the consequences involved in signing a cladding contract.

There is evidence that too much emphasis is put on referrals. In some cases the householder is presented with elaborate looking documents entitled “Sub Agent's Agreements” referring to such terms as “Exclusive Distributor” and featuring in bold print “One hundred dollars (\$100)” payable to the householder for any complete home installation carried out by the company as a result of a referral. As if two of such agreement documents were not enough, the company then issues a “Guarantee” guaranteeing the householder the same terms as in the two agreements. The sales spiel accompanying the signing of the documents usually over-emphasizes the earning possibilities to the same degree as does the design of the documents. It is little wonder that many householders were bitterly disappointed as they found out that everybody who dealt with the company became an “exclusive distributor”.

Doubtful guarantees are being offered to householders. An official looking document with "Lifetime Warranty" written in bold letters may impress many householders, but the fact is that such a warranty may be completely useless as it is open to interpretation in many ways. Does the warranty refer to the lifetime of the purchaser, the lifetime of the goods or of the Company? The last could well be very short. In the case of Austracote Constructions Pty. Ltd. of 94 Hoddle-street, Abbotsford, a ten year guarantee was given in 1966. In 1972 the product started to deteriorate but as the firm had gone out of business by that time the guarantee was worthless.

The Council is further concerned about misrepresentations made by some cladding companies as to the cost of making use of their services. Householders are told that the service they provide amounts to only one-third the cost of painting the house. This comparative figure has been arrived at after allowing for the cost of painting the house by tradesmen not once, but every four years for 25 years and then adding to it a yearly depreciation of the house of over \$100.

A number of advertisements ask the householder in bold letters: "Would you like your Weatherboard Home Converted to a Brick Veneer?"

The Victorian Brick Manufacturers' Association and the Master Builders' Association claim that such statements are grossly misleading as the term "Brick Veneer" implies the use of a 4½" brick wall, and not sheets with a brick pattern face nailed to the outside of a house by the cladding firms.

The following firms, namely:—

K.C. Bonded Paints of 23 Burwood Highway, Burwood.

United Aluminium (Qld.) Pty. Ltd., Suite 2, 488 Queen-street, Brisbane.

Bonded Brick Veneer Developments, 56-58 Burwood-road, Hawthorn.

Carolina Homes Pty. Ltd., 3A Main-street, Blackburn and 76 Yarra-street, Geelong.

have issued advertising pamphlets to householders, or have featured advertisements in papers, containing such wording as "Give your home a face lift" and "Put on a brave new front". The price quoted is in the range of \$200 and \$300. The advertisements usually show double fronted homes treated with the product in such a way as to give the impression that the whole house would be covered by the quoted price. Little does the unsuspecting reader realize that the terms "Face lift" and "bold new front" are a play on words. In actual fact the price covers only the frontage of the house and, belying the illustrations and photos, it would in some cases refer only to the front of a single fronted house.

It is regrettable that it is mainly elderly people who are owners of old weatherboard homes, and it is this section of our community that is misled by the practices outlined above.

The Council hopes that this report will serve as sufficient warning for such practices to be discontinued having in mind the new provisions of the *Consumer Protection Act 1972*, insofar as they relate to Misleading Advertising, which will start operating in the coming financial year (1972-73).

2. *Pest Control.* The Council wishes to warn householders, and particularly those who live in old timber homes, to treat with caution observations made by pest control firms about the existence of pests. It would be advisable to communicate with the Commonwealth Scientific and Industrial Research Organization (C.S.I.R.O.) or with the Forests Commission of Victoria, either body being able to provide any necessary advice. No householder should accept the advice of a salesman operating for a pest control firm, as to the presence of borers, without obtaining independent qualified advice. In this respect the activities of the company Champion Pest Control Pty. Ltd., of 6 Rose-avenue, Croydon (which is also trading as Bonafied Pest Consultants) should be drawn to the attention of householders. The Consumer Protection Bureau has received complaints where it was stated that Building Inspectors from Shire Councils have contradicted that company's statements and that in fact homes were not infested with any borers, where the Company had claimed they were, to obtain business. Similar claims have been contradicted by officers of the Forests Commission.

The Council notes that as from 1st July, 1972, State Government licensing of Pest Control firms will operate. The Council has therefore made representations to the Health Department expressing the fear that the possession of a government licence may give even more weight to misrepresentations made by unscrupulous salesmen to unsuspecting householders. The Council recommends that the licensing scheme of Pest Control firms make provision for the examination of sales techniques adopted by representatives of companies and their knowledge of the application of pesticides.

3. *Registration of Builders.* Most trades are now subject to some form of registration or licensing to ensure that all persons entering a particular field possess adequate qualifications, have finance to continue to operate, and that they conform to proper standards in the exercise of their crafts. The Council welcomes therefore the submissions of the Master Builders' Association and the Housing Industry Association to have builders registered, thus to regulate their activities.

There seems still to be some divergence of opinion as to whether a voluntary registration scheme or a mandatory one is preferable. In either event the Council is of the opinion that the inclusion, in the constitution of any such scheme, of consumer representation is essential. Moreover the Council notes that in both schemes thought had been given to ensure that the consumer would be assured of better service especially by a provision in one of the schemes to establish a trust fund which will be used for the payment of successful claims made by dissatisfied home purchasers. The Council is, by the same token, anxious to ensure that no scheme should endanger the right of any qualified person to enter the building industry or create a "closed shop" with tendencies towards oligopolistic control.

## E. HEALTH AND FITNESS.

1. *Slimming Treatment.* All media in Victoria have, at one time or another carried advertisements inviting the public either to buy weight reducing implements or to participate in weight reducing programmes.

The Council fully realizes the value of keeping the public aware that excessive weight is detrimental to health. The Council is also aware that weight reducing courses conducted by experts answer the need of many a woman who has not got the willpower to pursue a slimming diet without outside help; at the same time the Council is convinced that some of the advertisements in circulation have been designed to over-emphasize the simplicity of treatments and/or the efficiency of implements.

They make claims which, at first glance, are quite acceptable but on closer examination reveal themselves to be quite meaningless; they highlight "special secret treatments" while in reality the treatment relies to a large degree on a balanced diet.

Some advertise various implements such as inflatable garments and belts to which are attributed "most astounding results".

Drastic reductions in weight and physical measurements which the Council is advised are little short of impossible to achieve, are also claimed. Some are of such a radical nature that the weight reduction programme should be made only under medical supervision and care.

2. *Hair Treatment.* Similar considerations apply to claims that baldness can be cured. Exaggerated promises that thinning hair can be restored to its original strength have resulted in extreme disappointment of some clients.

The Council therefore welcomes the introduction of the Health (Treatment of the Scalp) Regulations 1972 which state that a person shall not represent in any manner whatsoever that he is able to prevent, cure or alleviate baldness or loss or thinning of hair.

3. *Fitness.* Camberwell Amusements Pty. Ltd., trading as The Golden Bowl Health Centre, 41-61 Camberwell-road, Camberwell, is offering membership of a Health Club in an extensive advertising campaign aimed at seeking members. Judging from the large number of complaints received, it appears obvious to the Council that all pertinent facts are not fully revealed to prospective members at the time they enter into the contractual agreement which members are required to sign. A person is usually offered a free introductory session, at the end of which he or she is approached by the staff to discuss the various courses available. A course usually runs for 12 months at a cost of \$175.00.

Allegations have been made that misrepresentations as to the total price of the course have taken place, e.g. a \$25.00 deposit turned out to be the interest charges not included in the twelve monthly payments. Claims were made that extensions of facilities would take place resulting in additional time allocation for women members. The extensions were postponed from month to month so that some women members were not able to make use of the centre although they were bound to pay under the contract. Some agreements were signed with the understanding that wives could consult their husbands; subsequently the Centre denied that such verbal conditions were agreed to and insisted on full payment.

The Centre apparently operates to sell a contract and whether the members make use of the benefits is immaterial so long as they maintain their payments. There is little room for discussion, once the contract has been signed and the money becomes due. The Centre has the right to terminate membership at any time without giving a reason but the member cannot terminate his or her agreement.



#### F.—MOCK AUCTION SALES.

The Council has issued warnings in the monthly Bulletins to consumers to be wary of certain mock auction sales practices basically designed to appeal to the cupidity of those present and to disarm and reduce their resistance to a "bad buy".

Complaints received by the Consumer Protection Bureau in this area have been associated with the firm J. G. McLaughlin trading under the name of "Crazy Advertising Sales".

It is the normal practice at these sales for the proprietors to give away goods of little value as an enticement to participate. The gullible fall for these tricks and almost inevitably end up buying low quality merchandise at excessive prices.

One characteristic of these sales is that the buyer is not given an opportunity to examine the goods before the purchase. This fact alone should warn people from buying at such pseudo auction sales. The vendor who has nothing to hide and stands by the quality of his products will always allow a reasonable examination of the goods for sale.

South Australia has introduced the "Mock Auction Act 1972" prohibiting such sales techniques, and the Council recommends that consideration be given in Victoria to enacting similar legislation.

#### G.—PYRAMID SELLING AND CHAIN LETTERS.

Due to the large amount of publicity received, as a result of the previous annual report and press releases, complaints against pyramid selling in the form in which it was associated with the two main companies, Holiday Magic Pty. Ltd., and Golden Chemical Products Pty. Ltd., have virtually ceased. Nevertheless there is evidence that like a hydra who sprouts new heads whenever one is cut off, pyramid selling is cropping up on a smaller scale in various forms.

One prominent area into which this activity has been traced is that of sales of "discount cards". For a promise to be supplied with lists of stores which sell goods at a discount, a consumer is asked to pay a yearly membership fee. In addition the prospective member is given the chance to invest with the right to participate in the profits of those other people whom he introduces to sell such "discount cards".

The Council warns that anybody who invests in such a scheme is liable to lose his investment as did the people who were induced to join those pyramid selling schemes engaged in the sale of detergents and cosmetics.

A most unsavoury practice is the current circulation of advertisements in suburban papers which state: "Part-time. Earn top rates at home addressing and mailing envelopes. For information send stamped addressed envelope to P.O. Box ; . . . .". Upon sending money some pamphlets are received entitled "How to make money with your Typewriter" or "The Home Employment Guide" and upon reading the pamphlets carefully the only conclusion that can be reached is that the "addressing and mailing of envelopes at home" in the advertisements refer to the posting out of chain letters.

Such a chain letter system has been traced by the Consumer Protection Bureau to a Box No. 192, Rockhampton, Queensland. Representations to the various newspapers featuring their advertisements has resulted in assurance that such advertisements would not be accepted in future.

The Council is of the opinion that the Government should legislate to outlaw all Pyramid Selling and chain letter schemes.

#### H. DOOR TO DOOR SALES.

The Door to Door Sales method occupies a unique position in the Retailing World. The usual practice of exhibiting goods in a shop and then waiting for the purchasers to come in and make a purchase has in this case been discarded. It is the vendor, represented by the salesman, who decides which group of householders offer the best potential for the purchase of his product. He then approaches them on a personal basis in order to effect a sale. The activities of this form of retailing extend beyond the shop premises into the privacy of a home where the owner is subjected to the "salesmanship" of the representative irrespective of whether or not he needs the goods offered for sale.

Almost every consumer item lends itself to the door to door sales method. Reviewing the activities in this field the Council has come to the conclusion that there is much more dissatisfaction voiced by consumers than if the comparable goods had been purchased through normal retail outlets.

The Council notes the attempts of the Direct Selling Association of Australia to regulate door to door sales, but as the Association's control is limited to its voluntary members, it has no jurisdiction over the numerous companies which do not subscribe to the Association nor to its ethical standards. The significant fact is that it is those firms that do not subscribe to the Association which show the greatest disregard for ethical practices.

Under the *Consumer Protection Act 1972* extensive controls have been imposed which aim to regulate door to door transactions. It is the Council's firm opinion that there is need to control the ethics and actions of the salesmen or saleswomen who "invade the privacy" of householders. Such people should be licensed and be required to carry identification papers which would clearly explain the purpose of the call. This is a recommendation of the Council which has previously been made in the 1969 Annual Report.

It is in the interest of all direct selling companies to support a system of licensing to cover their sales staff. An unscrupulous salesman, or saleswoman, can cause serious trouble for his, or her, company, having regard to the new provision of the *Consumer Protection Act 1972* and cost the company a lot in goodwill. It is the Council's opinion that only in cases where a firm itself supports and condones unethical practices by its staff can it object to a licensing system covering its salesmen.

The Council wishes at this stage, to issue a warning to householders never to make a payment to a door to door salesman or saleswoman unless he, or she, is prepared to give a receipt on his, or her, firm's official form for the money. This is an additional safeguard for the householder.

Complaints against Global Readers Service Ltd., P.O. Box 588, Darlinghurst, New South Wales are indicative of unethical behaviour of individual salesmen.

Extracts from some complaints against that company are as follows :

1. "I made the mistake of letting him in because he said he was one of a team and came from South Africa and wanted to talk to people in their homes and so get to know the country. He talked for a while and then sprang this subscription thing on me, he was very insistant and I saw things would get difficult and I was alone in the house ; so I did take one and gave him a crossed cheque for \$18. I was very glad when he went. Miss . . . next door had trouble with him too."

2. "Mother is a pensioner and lives alone in a caravan. He refused to leave until she gave him \$9.00 which was all the money she had as he was sitting with his feet out across the doorway and she couldn't get out. I don't know if the firm realise how their salesmen work as all other neighbours in the area complained about his aggresive manner."

3. "My objection is this :

(a) He is a high pressure salesman.

(b) He asserts considerable psychological pressure.

(c) I know of at least two (2) convents, where he has terrorised the nuns when they refused to subscribe to the magazines etc., he was selling.

(d) He became quite nasty and insulting to me personally when I refused to buy."

The payments involved in each case were relatively small amounts and no credit agreements were involved.

These incidents are by no means few and the Council strongly recommends that the Door to Door Legislation should be expanded to cover all Door to Door Transactions irrespective of whether or not they are subject to a credit purchase agreement, or whether they are initiated by the vendor or purchaser.

#### I. PRICE DISCLOSURE.

The Council realizes that with the abolition of retail price maintenance it is sometimes hard to define what the retail price of an item is when taking the consumer market as a whole. Nevertheless this fact should not be used by the individual shop-owner to confuse the public about the price he intends to charge for the goods he is offering for sale.

The price is one of the major considerations when making a decision to purchase an article and the Council believes that it should never be obscured or misrepresented to the public. When selling any goods whether for cash, or credit, the actual selling price apart from any trade-in allowances, deposits, weekly or any other periodical repayments or interest charges should be shown. When selling goods at discount or advertising them at "so much off" or "save so much", the advertiser and/or vendor should feature the asking price in figures at least as large and as prominent as the claimed reduction. This information should be disclosed both in the advertisement and at the point of sale.

Any divergence from this principle, the Council recommends, should be prohibited by legislation.

#### J. INERTIA SELLING.

Many reputable retailers have established a large part of their business by catalogue sales. Such sales have long been accepted and provide a convenient method for the purchase of goods by consumers unable to make personal choices because of distance of retail outlets.

Sales by mail order by ethical companies have seldom constituted a problem for a consumer. However, in more recent years the public has been subjected to unscrupulous mail order companies seeking to capitalize on the reputations those ethical companies have established in this field. "Inertia Selling" is a title given to using postal facilities to induce an unsuspecting person into purchasing goods which have sometimes not been ordered by the recipient or have been sent to him (or her) as a result of filling in a coupon for free samples or as a result of the company having purchased from a Bureau a mailing list of people known to be potential customers of the specific type of product being offered for sale or alternatively of being a person known to be susceptible to offers by mail. A covering note announces that unless the goods are returned within a specified time the recipient will have to pay for them. A more elaborate variation is an offer to continue to supply goods at regular intervals unless an explicit instruction to discontinue is received by the supplier company. Frequently such notices are subsequently ignored by the selling company or no action is taken to cease the supply for a further two or three months during which period the customer is supplied with unordered goods. The Consumer Affairs Council has condemned "Inertia Selling" in each of its Annual Reports and further reiterates, notwithstanding the provisions of the *Consumer Protection Act 1972*, that "Inertia Selling" should be completely prohibited along lines similar to those enacted in the State of New York i.e. :

"No person, firm, partnership, association or corporation, or agent or employee thereof, shall, in any manner, or by any means, offer for sale goods, wares or merchandise, where the offer includes the voluntary and unsolicited sending of goods, wares or merchandise not actually ordered or requested by the recipient, either orally or in writing. The receipt of any such unsolicited goods, wares or merchandise shall, for all purposes, be deemed an unconditional gift to the recipient who may use or dispose of the same in any manner he sees fit without any obligation on his part to the sender."

### SECTION VI.

#### DATING OF PERISHABLE GOODS.

It has come to the Council's notice that a Federal Government committee is studying proposals that could lead to Australia-wide legislation for open date coding of perishable foods.

The Council has also considered this issue and has consulted legislative provisions of U.K., U.S.A., Netherlands, Germany, Sweden and Austria. Keeping in mind the different climatic conditions of the countries consulted, and allowing for, in some degree, the different distribution methods employed, the Council fully supports the Federal Government Committee's work and recommends that dating in a clear, legible, direct and uncoded manner, of all perishable foodstuffs, packaged, tinned or otherwise, with the date of preparation for sale and/or packaging, or alternatively the date for final consumption, should be made compulsory. For the purposes of this recommendation "foodstuffs" should be specifically defined to also include fruit juices, milk, cream, bread, cakes, condiments and meat. It should also be made an offence for any product to be repacked and/or re-dated to avoid the provisions of such legislation.

## SECTION VII.

## TEXTILES.

## A. SIZE AND CARE LABELLING OF GARMENTS.

The Council convened a conference on the 16th November, 1971, to discuss all aspects of care labelling and size labelling of all garments.

The Conference was opened by the Hon. J. A. Rafferty M.P., Minister of Labour and Industry who in his opening remarks amongst other things said, "the consumer has the right to know what he is buying and how he should look after the goods". The Minister then stressed the need for the labelling of garments with adequate care instructions and for a uniform sizing code for all garments. The Conference was attended by bodies representative of consumers, manufacturers, retailers, dry-cleaners and launderers. The organizations which attended were as follows :

- Consumer Affairs Council N.S.W.
- Consumer Affairs Council Qld.
- Consumer Protection Bureau Victoria
- National Council of Women of Victoria
- Home Economics Association of Victoria
- The Housewives Association Victorian Division
- Country Womens Association of Victoria
- Standards Association of Australia
- Australian Wool Board
- Victorian Institute of Dry Cleaners
- The Victorian Institute of Launderers
- Retail Traders Association of Victoria
- The Melbourne Chamber of Commerce
- Chamber of Manufactures
- Australian Confederation of Apparel Manufacturers
- Fibremakers Ltd.
- Fletcher Jones and Staff Pty. Ltd.
- Home Safety Committee—National Safety Council.

For many years the Council has been concerned with the need for a more informative labelling system for garments. As far back as June, 1966, the Council convened a conference to discuss a uniform code of care labelling of garments. Later that year the Standards Association of Australia issued a code of standards ASL.38 entitled "Informative Labelling of Textile and Textile Articles for Laundering and Drycleaning". The code was designed to ensure that appropriate laundering and drycleaning procedures were followed, thus reducing the risk of damage to the article with subsequent loss of public confidence in the textile and cleaning industries. The Council actively supported the widespread adoption of the code. On the question of size labelling of garments the Council has also been very active. It has stressed the need for a uniform system of size labelling to replace the current multitude of meaningless systems which are in operation. The development of such a code has been the subject of discussion by consumer groups, retailers and manufacturers for the best part of a decade, but so far its adoption has been restricted to a few manufacturers and retailers. The Standards Association of Australia released a standard for women's clothing ASL 9-1970 entitled "Size Coding Scheme for Womens Clothing (Underwear and Outerwear)", which is an excellent document. However, similar standards for men's and children's clothing are also required.

Some of today's garments are labelled or tagged, but many labels still give too little information to enable the buyer to make a proper choice as to fit or to tell him how to clean the article. A manufacturer's name or a trademark tells the buyer very little and even if a label gives the composition of the fabric, for example "Terylene and Wool", it does not follow that the buyer knows how to wash and iron it. At the same time the size label may not be a true indication of fit. The various size codes now in existence vary from garment to garment and from manufacturer to manufacturer.

Purchasing a garment according to the present size labelling can be a problem. If fitting rooms are available a garment can be tried on before purchasing, if not, the size purchased takes the form of a hazardous guess, often resulting in disappointment when the garment is tried on at home and found to be illfitting. The main conclusions arrived at during the conference were as follows :

- (a) *Care Labelling of Garments.* There was unanimous agreement that all garments should be labelled in accordance with ASL.38 and that this standard should be updated. It was also suggested that the Standard be divided into three sections :

Professional Drycleaning Instructions  
Professional Laundering Instructions  
Home Laundering Instructions.

- (b) *Symbols or the Written Word.* The general consensus of opinion was in favour of the "written word" rather than the use of symbols to indicate the manner in which garments should be cared for.

- (c) *Size Labelling of Garments.* There was unanimous agreement that there should be a uniform system of size designation of garments to replace the present systems. All delegates had high praise for the recently released standard of uniform sizing for women's clothing and stressed the need for similar standards for men's and children's clothing.

- (d) *Voluntary or Mandatory Standards.* Perhaps this was the most contentious issue raised at the conference. Many speakers indicated that irrespective of how good voluntary standards are for care labelling and size labelling of garments, to be effective and to give the desired protection to the consumer, such standards should be made mandatory. It was argued that unless this action was taken some manufacturers and retailers would continue to use one of the present systems which are lacking in uniformity or neglect to label garments at all. Other speakers were of the opinion that such standards should at first be of a voluntary nature, but if not adopted by all manufacturers and retailers then such standards should be made mandatory.

The Standards Association advised that all standards were proclaimed on a voluntary basis, but some were referred to in legislation such as in the case of seat belts for motor vehicles.

- (e) *Generic Names of Fabrics.* It was generally accepted that when brand names were used such as Dacron, Bri-nylon, etc., the generic name should also be used. Today there are some 700 brand names but there are only 12 prescribed generic names of fabrics.

The Goods (Trade Descriptions) (Amendment) Regulations 1969 state that "where . . . . a trade description is required to be applied to an artificial fibre, that fibre shall be specified as being of whichever of the following fibre classes is appropriate to describe the composition of that fibre, namely, acetate, acrylic, chlorofibre, elastomeric, glass, metallic yarn, paper yarn, polyamide or nylon, polyester, polyolefin, polyvinyl alcohol, rayon—and, if none of the aforesaid descriptions describes the composition of the fibre the fibre shall be specified as being "artificial fibre" or "man-made fibre".

- (f) *Sew in Labels or Swing Tickets.* The conference was unanimous that sew-in permanent labels were far superior to swing tickets and should be applied to all garments. However, swing tickets were of value in respect of prepackaged garments and of garments which were displayed on rails in stores.

By and large it was agreed that irrespective of how well standards might be compiled the "acid test" of their effectiveness would depend on how well the consumer was informed of them. At the time of the Conference publicity in respect of the standard already mentioned had been minimal and the public at large was ill informed of its existence. If pressure was to be brought to bear upon manufacturers and retailers, then this could only be done by a well informed public. The conference wholly supported a wide and penetrating publicity campaign to inform the public on the need for a uniform size coding scheme and the labelling of all garments with care instructions.

It is the Council's opinion that once adequate standards have been established then legislation should be introduced whereby care and size labelling of garments in accordance with these standards should be made mandatory for locally made and imported garments.

## B. WORK OF THE STANDARDS ASSOCIATION OF AUSTRALIA.

Since the Conference further developments have taken place. The Standards Association of Australia has formed three committees to carry out work of standardizing men's, women's, infants' and children's wear. Manufacturers, retailers, consumers and educational bodies are represented on those committees and the Council is participating as a corresponding member.

It may be of interest to consumers to point out that the work conducted in this field has taken into consideration the fact that in 1974 the clothing industry will commence to change to the metric system of measurements. Standardised sizing and labelling of garments should therefore not be delayed because of metric conversion.

## C. FLAMMABILITY.

Most textile products, clothing, bedding and household textiles are flammable or can add to the hazard of fire. Everyone knows of the dangers in crossing a street without looking around, but it is rarely understood that loosely fitting clothing or clothing with ruffles can sometimes catch fire even before the wearer is able to feel any heat from an open fire or the element of a hot stove, or other heating appliance.

There are such dangers in many familiar types of garments and the best protection is in being aware of such risks. Carelessness has been shown to be the main cause of those accidents which result in severe burns. The number of man-made and natural fibres now in use has made the problem of textile flammability more complicated. When consumers choose a fabric, the resistance of it to fire is rarely considered to be as important as colour, texture or appeal.

A wide variety of phenomena are concerned in a clothing fire. From a textile viewpoint a part is played by ease of ignition (including surface burning), rate of burning, heat output, ease of extinction, thermoplastic behaviour and possibly the production of smoke and toxic fumes.

Equally important is the special aspect, depending mainly on garment design. A free flowing garment is more likely to contact an ignition source and burns rapidly because of ready access to air. A form-clinging garment of identical material is less likely to touch an ignition source as the wearer would feel the heat. Burning would be difficult because of heat loss due to bodily contact which also limits free access of air to one side of the material. Fitting garments such as slacks and pyjamas are intermediate in burning characteristics between clinging and flowing clothes.

It will be appreciated that before any textiles can be tested for flammability, standardized methods must be developed for this process to ensure meaningful results.

The Standards Association of Australia has undertaken this task and in October, 1971, they published the Australian Standard No. AS. 1176 entitled: "Determination of Flammability of Textile from which Clothing may be Made (Part 1—Method for Determination of Ease of Ignition. Part 2—Method for Determination of Rate of Burning and Heat Output)".

In addition the Standards Association of Australia is working on three draft standards.

One, entitled "Surface Burning Properties" is designed to form Part 3 of the above Standard AS 1176. It deals with fabrics which have a raised surface (e.g. brushed surface, raised looped or cropped threads) which displays burning characteristics without burning the fabric base.

The second draft standard sets out the performance requirements of fabrics described to have characteristics of "low flammability" and "very low flammability" and sets out their labelling requirements. The fact that some fabrics may lose their resistance to flammability due to various cleansing processes has also been taken into consideration.

The third draft standard gives safe design rules for Children's Night Clothes. It classifies night clothes into categories depending on the flammability of the fabrics and the style of the garment. It gives also guidance in the choice of sewing threads and use of applique.

On the question of labelling it states that "children's night clothes complying with this standard shall be labelled with a permanently affixed label or brand having a life span similar to the garment. The label should be readily visible and should have the entire wording as recommended in the standard".

The Council hopes that once this standard is adopted in its final form consumers will make it a habit in their purchases, to look for the label informing them of the degree of flammability of garments.

The Council also recommends that legislation should be introduced to make labelling as to flammability of garments mandatory.

In conclusion the Council wishes to express its appreciation of the valuable work done in this respect by the Standards Association of Australia, the Burns Research Unit of the Royal Children's Hospital and the Home Safety Committee, a division of the National Safety Council in Victoria.

## SECTION VIII.

### CONSUMER CREDIT.

In March, 1972, the Report on Fair Consumer Credit Laws prepared by a Committee of the Law Council of Australia, as presented to the Attorney General for Victoria, was published. The Council agrees that there is scope for simplification, streamlining and controlling of procedures involved in obtaining Consumer Credit.

The Council has had discussions with representatives of the Australian Finance Conference in order to present the point of view of consumers.

Without wishing to detract from the importance of the task of compiling the report undertaken by the Committee of the Law Council of Australia, the Consumer Affairs Council nevertheless must point out that consumer credit represents only a part of the overall field of Consumer Protection. A further point to be remembered is that no matter how strictly the documentation of a transaction is controlled, as long as a salesman can either through his own powers of persuasion or by misrepresentation induce a purchaser to sign a blank or partially completed document, complaints against consumer credit transactions will continue to arise.

The emphasis should therefore be on regulating the conduct of persons providing the actual consumer service, as well as on documents pertaining to a transaction. As already mentioned in the introduction, consumer education is, in this respect, of paramount importance.

In the past years the Council has made the following recommendations referring to specific consumer credit transactions which are still relevant ;

(a) "That legislation be introduced, stipulating that where any party providing finance for home improvements pursuant to any agreement whereby the service company has agreed to arrange finance, and where the consumer subsequently recovers judgement against the service company for breach of contract, and the judgement cannot be satisfied, then the money-lending parties rights to recover its loan should be extinguished to the extent of the judgement remaining unsatisfied."

Recommendations made in : Annual Report 1967 (as now amended)

(b) "That the Hire Purchase Act in line with the Money Lenders Act be amended so that finance companies and any party providing finance be obliged to show in credit agreements, the annual interest rate charged as well as the total quantum of interest charges."

Recommendations made in : Annual Report 1969 (as now amended)

The Council has also noted some public concern that various credit bureaux may be invading the privacy of individuals by compiling dossiers which may be disclosed indiscriminately and which frequently contain inaccurate information. This can occur without the consumer being aware of it and consequently with no redress nor the opportunity to make corrections. A few instances of this nature have been brought to the attention of the Consumer Protection Bureau and the Council hopes that they are isolated cases ; however, the matter will be kept under continuous surveillance.

## SECTION IX.

### INSURANCE.

In 1970 a number of insurance companies transacting Fire, Accident and Marine Insurance and brokers went into liquidation resulting in considerable losses for policy holders.

The Council at that time recommended that :

"Insurance Companies should not be allowed to establish without proper examination of their economic situation and financial backing, and more substantial guarantees should be required. Insurance Brokers outside the registered associations should be banned from the use of the word "Broker". They should be classified as agents and be registered."

Early in 1972 a number of complaints were received by the Bureau against Astronaut Insurance Service Pty. Ltd., of 45 Wellington Street, Prahran, and Australian Community Insurance (Vic.) Pty. Ltd., of the same address. Shortly afterwards it was found out that the two companies ceased to operate, and a director was charged with a number of offences associated with another insurance broker.

#### A. GENERAL INSURANCE COMPANIES (EXCLUDING LIFE COMPANIES).

It is the Council's opinion that the minimum statutory deposit placed with the Federal Government is much too small to guarantee an equitable deal for policy holders in the case of failure of a general insurance company. New insurance companies should be examined *before* incorporation as to their economic situation, financial backing and management structure. It is possible no doubt, in the long term, that this matter may be covered by Commonwealth legislation.

#### B. INSURANCE BROKERS.

The Fire and Accident Underwriters Association will register insurance brokers as "Registered Insurance Brokers" only after a sub-committee investigates their professional experience and financial backing. Whilst, this is the only scrutiny currently applicable to brokers, it should be mentioned that the Fire and Accident Underwriters Association deals essentially with brokers dealing with "Tariff Companies". Non registration with the Fire and Accident Underwriters Association does not therefore necessarily imply inadequacy but simply serves to further confuse the situation. At present insurance brokers in Victoria are only required to lodge deposits when transacting business with overseas underwriters and/or brokers. It is the Council's opinion that a registration scheme be established to control the operations of all insurance brokers and agents as soon as possible.

The Federal Government is at present preparing legislation to provide for a registration of all brokers on a Commonwealth-wide basis and this should ensure adequate control in this field.

#### C. GENERAL COMMENTS.

Pending introduction of some official control the Council believes that the general public should take extreme care as to how they direct their insurance needs, particularly in determining the reputation and standing of any agents, brokers or companies with which they deal.

### SECTION X.

#### ADVERTISING.

Australian industry spent in excess of \$400 million on advertising last year. Was it merely part of a plot to "run civilisation to their own ends", and to attempt "constantly to re-fashion happiness and freedom until they may be bought for cash across the counters of the world" (quotation from "The Imagery of Power: A Critique of Advertising" by Fred Inglis) or is it a case where "advertising reflects an industry's intentions and will, its strengths and weaknesses" and where "manufacturers believe implicitly that they have succeeded in making products that are better than competitive ones" and "this confidence they translate into their advertising" (extract from a paper given to the Royal Society of Arts entitled "The Social and Economic Context of Advertising").

The Council considers that the truth as far as Australian conditions are concerned lies somewhere between the two quotations although there are examples which come close to the two extremes; far too many unfortunately are close to the first mentioned quotation. Advertising is the first line of contact between a manufacturer and the public and attached to it is the moral, social, and commercial duty not to misrepresent. The freedom which each advertiser has in the field of artistic presentation is often distorted to such an extent so as to hide or exaggerate factual information. The same can be said of methods used to describe the so called virtues of products and/or services. In many instances emphasis is put on "how little can I tell them in order to get them in", or alternatively "how can I be ambiguous enough so that statements and claims can be misconstrued".



Links have been established by the Council with such bodies as the Australian Association of National Advertisers, Australian Association of Advertising Agencies, Australian Owned Advertising Agencies Council and the Australian Newspaper Council Advertising Board. The Consumer Affairs Council is aware that these bodies are concerned with the statutory provisions of the various State Consumer Acts dealing with advertising. The Council supports the Code of Ethics adopted by various bodies and reiterates that if *all* advertisers, whether they subscribe to an association or not, adhered strictly to this Code, many of the objections now levelled against advertising would be removed.

The Council is watching with interest moves for the formation of a national body of advertisers which would be able to enforce the Code on a uniformly national basis.

## SECTION XI.

### CONSUMER EDUCATION.

It is the Council's firm belief that consumer education in the long run can achieve more harmony between the business world and consumers than the sternest legislative measures.

There is a threefold development as advocated by the Council—

(a) *Education of Children.* In this respect the Council has noticed that most schools have introduced Consumer Protection as a subject in their curriculum. The children of today will have to make the important purchasing decisions in a few years time, and consumer education will help them to grow up to become discriminating and more useful members of our community with a proper knowledge of their rights as consumers.

The Council has received numerous requests from schools for multiple copies of its Bulletin claiming that "it is by far the best material available for our projects on Consumer Protection".

(b) *Education of Adults.* Council members, especially the lady members, have regularly attended, during the current year, as guest speakers, numerous meetings of various organizations. There are letters of appreciation to hand thanking the Council for making the members of the various organizations aware of their rights as consumers.

The Bulletin was again in demand for the purpose of Adult Education. Requests have been received, and granted, for permission to reprint the Bulletins in quantities of over one thousand (1,000) copies as attachments to various other publications.

The Council also acknowledges its gratitude to the news media, especially the press, for featuring the subject matter of the Bulletins.

(c) *Education of the Business Man.* The Council is of the opinion that many of the Consumer problems are a direct result of our complex marketing practices, the increasing technological knowledge required to operate many consumer goods (e.g. some domestic appliances) as well as the concentrated effort of the business man to induce consumers to accept more and more of his products. It is therefore the Council's contention that the business man should make serious attempts to incorporate consumer demands into the marketing structure of his firm as a natural and integral part and not as a foreign element which is to be tolerated only by force of law. In this respect the Council has established close contacts with many business associations, and Council members were guest speakers at conventions and seminars. Some business journals and newspapers have featured extracts from the Council's Bulletins and have reproduced talks given by Council members.

It is the Council's aim to make the two sectors of business and consumer realize to a larger degree their respective needs and thus ensure a better level of co-operation and harmony.

#### (d) *Information Bulletins.*

Bulletins on the following subjects were published during the year :

*Volume 2 No. 2 ; June 1971.*

This Bulletin explained how to make a complaint and what avenues are open to the consumer in his attempts to seek redress for his grievances.

*Volume 2 No. 3 ; July 1971.*

This Bulletin was solely concerned with various aspects of advertising and how it affects the marketing of goods and services.

Part II. of the Bulletin dealt with current unsavoury marketing practices and the Council hoped that through such publicity consumers would be sufficiently warned not to participate in them. Some home manufacturing schemes and pseudo or mock auctions were discussed.

*Volume 2 No. 4 ; August 1971.*

This Bulletin was issued under the title "The Consumer and Consumer Protection" in the hope that the consumer would gain a better understanding of the problems confronting him in the field of marketing of goods and services.

*Volume 2 No. 5 ; September 1971.*

Mail order was the topic and the problems associated with the receipt of unordered goods received by mail and how the recipient of such goods should protect himself in these circumstances were discussed.

Part II. warned consumers to beware of certain catalogue sales.

*Volume 2 No. 6 ; October 1971.*

Guarantees and warranties were examined and the various ways in which these matters affect the buyer of goods and services.

Part II. revealed some unethical conduct in the pest control industry and also warned consumers not to be pressured into paying booking fees under certain circumstances.

*Volume 2 No. 7 ; November/December 1971.*

In this issue the various forms of credit were discussed and also the consumers' rights in credit agreements.

Part II. discussed a motor car credit transaction highlighting certain pitfalls which had cost a complainant \$1,090 in the course of three months.

*Volume 3 No. 1 ; January/February 1972.*

This Bulletin discussed details of the Conference on Care and Size Labelling of Garments held by the Council.

Part II. related an experience by a consumer where his garment was ruined because it was not sufficiently labelled.

*Volume 3 No. 2 ; March 1972.*

The servicing of electrical appliances was discussed and the best way how to ensure a good service was pointed out.

Part II. warned consumers about a prevalent practice of a repair firm whereby unsuspecting householders were induced to sign documents which enabled the firm to undertake any repairs they chose and then charge accordingly without ever bothering to give the householder a quote.

*Volume 3 No. 3 ; April 1972.*

This Bulletin dealt with textile flammability with special emphasis on the danger from this source to children.

Part II. launched yet another attack on pseudo or mock auction sales. It also warned women to view certain weight reducing advertisements with suspicion.

*Volume 3 No. 4 ; May/July 1972.*

This issue presented an outline of the *Consumer Protection Act 1972*.

## SECTION XII.

### INTERSTATE COLLABORATION.

The Council has always insisted that the need for consumer protection is constantly growing. In Section III. of this Report a short outline of developments in Victoria was given. These developments have now been fully matched by the other States in Australia. With the recent introduction of Consumer Legislation in West Australia every State including the Capital Territory and Northern Territory is now involved in this important issue.

In June, 1972, a conference of all Australian Consumer Protection Authorities was held in Sydney. Items such as the following were discussed :

- (a) Methods of dealing with complaints against interstate business firms.
- (b) Exchange of information concerning dubious business practices.
- (c) Exchange of information concerning firms and individuals known to operate in a manner harmful to consumers.
- (d) The role of the Police in dealing with interstate complaints.
- (e) Liaison with Commonwealth Authorities.
- (f) Problems arising from interstate advertising.
- (g) The exchange of publications and other information.
- (h) The preparation of publications of consumer interest and proposals for the rationalization and sharing of research projects to avoid unnecessary duplication of research.
- (i) Consumer credit.
- (j) The impact of metric conversion on consumer interests and safeguards against exploitation.
- (k) Problems in co-operation arising from differences in the legislation.

The conference concluded that there was a definite need for similar conferences to be held in future and this Council hopes that, representing the pioneer State in the field of Consumer Protection, it will be able to convene a conference in Victoria in the coming year.

Council Members :

A. T. H. READER

D. G. MOSS

J. E. FLEMING (absent on leave)

J. L. WATERS

E. M. MacGREGOR

G. L. McCOWAN

A. W. MUDDYMAN

A. H. HELLSTROM  
Chairman.

## APPENDIX A.

## SUMMARY OF COMPLAINTS

RECEIVED BY THE CONSUMER PROTECTION BUREAU DURING THE YEAR  
1.7.71 to 30.6.72

	No.	%
<i>Advertising—</i>		
General .. .. .	36	1.53
Electrical Appliances .. .. .	11	.47
Food .. .. .	14	.59
Furniture, Floor Coverings .. .. .	2	.08
Finance and Insurance .. .. .	2	.08
Services .. .. .	20	.85
Clothing and Footwear .. .. .	4	.17
Motor Vehicles .. .. .	7	.30
Sub-total .. .. .	96	4.07
<i>Building—</i>		
General .. .. .	30	1.27
Renovations .. .. .	47	1.99
Plumbing .. .. .	20	.85
Concreting .. .. .	19	.81
Wall Cladding .. .. .	26	1.10
Painting and Decorating .. .. .	24	1.02
Household Improvements (Garages) (Awnings etc.) .. .. .	38	1.61
Sub-total .. .. .	204	8.65
<i>Motor Vehicles Sales—</i>		
General .. .. .	1	.04
New Vehicles—Faulty .. .. .	38	1.61
Used Vehicles—Faulty .. .. .	95	4.03
Motor Spares .. .. .	28	1.19
Motor Vehicles Sales Method .. .. .	99	4.20
Sub-total .. .. .	261	11.07
<i>Furniture and Floor Coverings Sales—</i>		
General .. .. .	9	.38
Furniture—Faulty .. .. .	72	3.05
Carpet—Faulty .. .. .	34	1.44
Floor Coverings, hard—Faulty .. .. .	11	.47
Floor Coverings—Laying.. .. .	14	.59
Sub-total .. .. .	140	5.93
<i>Electrical Sales and General Articles Sales—</i>		
General .. .. .	1	.04
T.V.—Faulty .. .. .	24	1.02
Radios, Stereograms and Tape Recorders—Faulty .. .. .	5	.21
Refrigerators—Faulty .. .. .	17	.72
Washing Machines—Faulty .. .. .	23	.97
Other Electrical Appliances—Faulty .. .. .	20	.85
T.V. Sales Methods .. .. .	6	.25
Radios, Stereograms and Tape Recorders Sales Methods .. .. .	12	.51
Refrigerators Sales Methods .. .. .	5	.21
Washing Machines Sales Methods .. .. .	21	.89
Other Electrical Appliances Sales Methods .. .. .	6	.25
General Articles—Faulty .. .. .	133	5.64
General Articles Sales Methods .. .. .	97	4.11
Sub-total .. .. .	370	15.67

## APPENDIX A—continued.




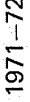
	No.	%
<i>Clothing and Footwear Sales—</i>		
General .. .. .	19	.81
Clothing—Faulty .. .. .	121	5.13
Clothing—Lay-by .. .. .	9	.38
Footwear—Faulty .. .. .	48	2.03
Footwear—Lay-by .. .. .	3	.13
Clothing—Incorrect Labelling .. .. .	8	.34
Footwear—Incorrect Labelling .. .. .	2	.08
Sub-total .. .. .	210	8.90
<i>Services—</i>		
General .. .. .	33	1.40
New Vehicles .. .. .	10	.42
Used Vehicles .. .. .	50	2.12
Lawn Mowers .. .. .	5	.21
T.V. .. .. .	123	5.21
Radios, Stereograms, Tape Recorders .. .. .	45	1.91
Washing Machines .. .. .	53	2.25
Refrigerators .. .. .	12	.51
Other Electrical Appliances .. .. .	16	.68
Other Appliances .. .. .	50	2.12
Sub-total .. .. .	397	16.83
<i>Dry-cleaning and Laundry—</i>		
General .. .. .	7	.30
Clothing .. .. .	43	1.82
Floor Coverings .. .. .	1	.04
Sub-total .. .. .	51	2.16
<i>Hirings—</i>		
General .. .. .	7	.30
Clothing .. .. .	2	.08
Televisions and Radios .. .. .	6	.25
Sub-total .. .. .	15	.64
<i>Insurances—</i>		
General .. .. .	1	.04
Life .. .. .	1	.04
Fire and Accident .. .. .	6	.25
Motor Vehicles .. .. .	26	1.10
Sub-total .. .. .	34	1.43
<i>Finance—</i>		
General .. .. .	13	.55
Motor Vehicle—Used .. .. .	12	.51
Electrical Appliances .. .. .	4	.17
Housing .. .. .	6	.25
Sub-total .. .. .	35	1.48
<i>Education—Health and Fitness</i>		
General .. .. .	2	.08
Coaching Colleges .. .. .	5	.21
Correspondence Courses .. .. .	1	.04
Health and Fitness Courses .. .. .	13	.55
Medical and Pseudo Medical, etc. .. .. .	8	.34
Sub-total .. .. .	29	1.22

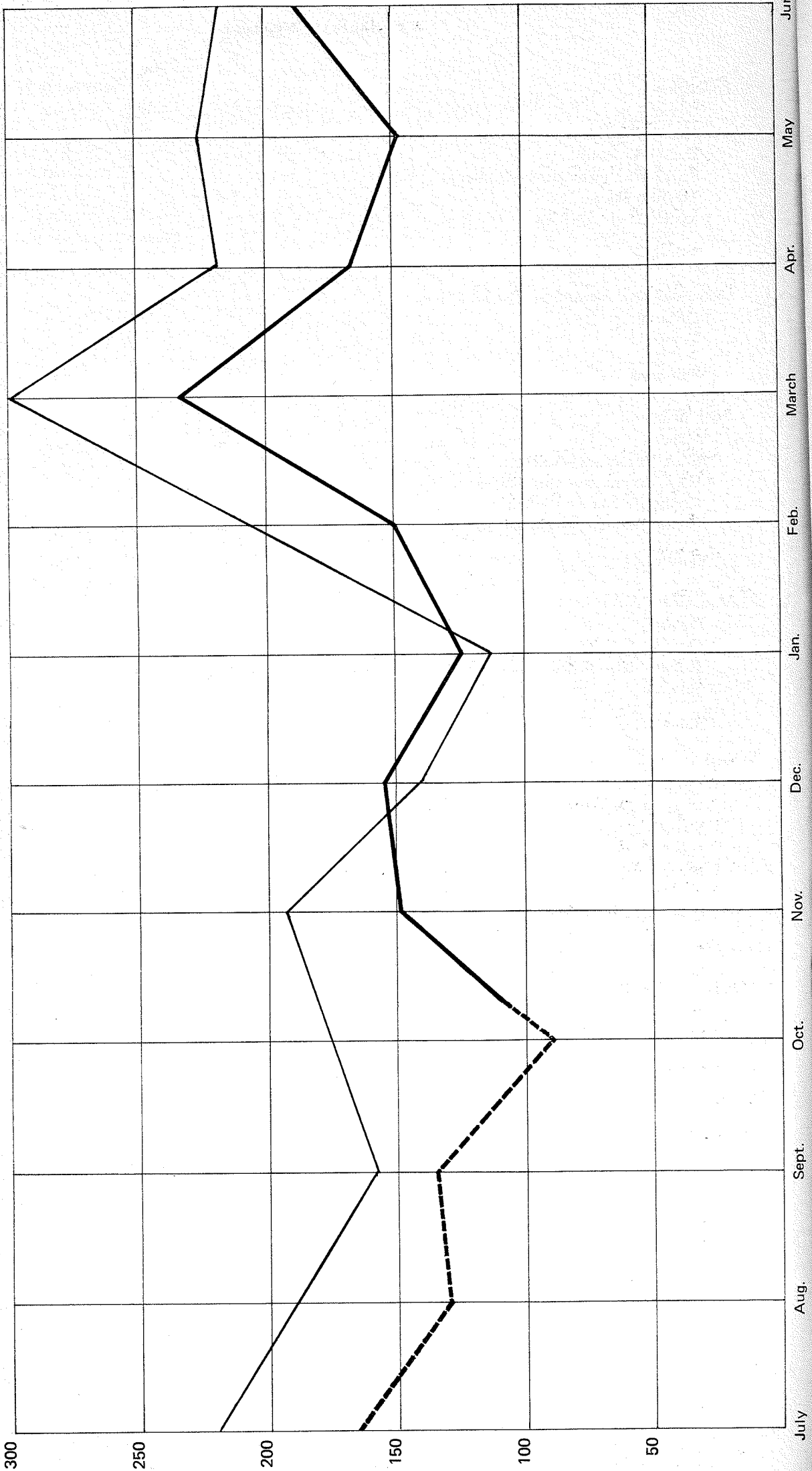
## APPENDIX A—continued.

	No.	%
<i>Packaging—</i>		
General .. .. .	10	.42
Food—Weight .. .. .	4	.17
Food—Contents .. .. .	9	.38
Soaps and Detergents—Contents .. .. .	2	.08
Pressure Packs .. .. .	1	.04
Inadequate Labelling .. .. .	1	.04
Sub-total .. .. .	27	1.13
<i>Dangerous and Hazardous Products—</i>		
General .. .. .	14	.59
Toys .. .. .	6	.25
Sub-total .. .. .	20	.84
<i>Door Sales—</i>		
General .. .. .	4	.17
Cash Purchases—Solicited .. .. .	1	.04
Cash Purchases—Unsolicited .. .. .	17	.72
Credit Purchases—Solicited .. .. .	7	.30
Credit Purchases—Unsolicited .. .. .	30	1.27
Sub-total .. .. .	59	2.50
<i>Mail Order Sales—</i>		
General .. .. .	2	.08
Goods—Solicited .. .. .	55	2.33
Goods—Unsolicited .. .. .	43	1.82
Services .. .. .	33	1.40
Sub-total .. .. .	133	5.63
<i>Miscellaneous—</i>		
General .. .. .	102	4.32
Food Freezer Plans .. .. .	9	.38
Hairdressing .. .. .	3	.13
Hearing Aids .. .. .	5	.21
Photography .. .. .	12	.51
Auctions .. .. .	15	.64
Caravans—Sales—Repairs .. .. .	4	.17
Sub-total .. .. .	150	6.36
<i>Prices and Charges—</i>		
General .. .. .	108	4.58
Medical and Dental .. .. .	9	.38
Sub-total .. .. .	117	4.96
Others .. .. .	11	.47
TOTAL .. .. .	2,359	100

APPENDIX B

Written or Personal Complaints Lodged with the Consumer Protection Bureau since the Bureau's inception in November 1970.

Pre-Bureau (Consumer's Protection Council)    
1970-71   
1971-72 



A. R. C  
CON. 9  
1972