



Brief Summary of Submissions to the Consumer Law Reform Discussion Paper

September 2010

Introduction

In June 2010, the Ministry of Consumer Affairs released the discussion document “Consumer Law Reform”. The Consumer Law reform covers 7 consumer laws:

- Fair Trading Act 1986
- Consumer Guarantees Act 1993
- Weights and Measures Act 1987.
- Auctioneers Act 1928
- Door to Door Sales Act 1967
- Layby Sales Act 1971
- Unsolicited Goods and Services Act 1975.

It is considering the Carriage of Goods Act 1979 with respect to its coverage of consumer transactions and the Sale of Goods Act 1908 with respect to its relationship to the Layby Sales Act and the Auctioneers Act.

The objectives of the review are:

- To have in place principles-based consumer law that:
 - enables consumers to transact with confidence;
 - protects reputable suppliers and consumers from inappropriate market conduct;
 - is up to date and relevant now and into the future;
 - is easily accessible to those who are affected by it;
 - is in line with international best practice, as appropriate; and

- is effective and enforceable;
- To achieve simplification and consolidation of the existing law; and
- To achieve harmonisation with the Australian Consumer Law, as appropriate, in accordance with the government's agenda of a single economic market with Australia (SEM).

Each of the consumer laws is being reviewed by looking at its history and original purpose, its ongoing relevance and, if still relevant, whether it is sufficiently up to date for consumer transactions of today and the overall effectiveness and enforceability of the law. The review of the overall effectiveness includes looking at any gaps in the law taking into account best practice international consumer law.

As part of the review of each consumer law, consideration is also being given to whether it could be incorporated into an enhanced Fair Trading Act or whether it should remain as standalone law.

Submissions

113 submissions were received on the discussion paper¹. 24 submissions were from consumers and related organisations; 75 were from individual businesses and business-related associations; 8 from legal or academic submitters; 3 from government agencies, and 3 from disputes resolution services. Appendix 1 provides a full list of submitters.

This paper is a brief summary to highlight comments in the submissions. It is intended to provide a flavour of the submissions and does not represent the full analysis of the submissions. Most submitters provided their comments in relation to the topics covered in the discussion paper.

The general assessment of the submissions shows that the consumer representatives have expressed strong support for the majority of the proposals and recommendations. Submissions from those in and representing businesses have a mixture of comment for and against the proposals, although several proposals are strongly rejected.

Principles-based Law/Purpose Statements/Good Faith

Of the submitters who commented directly on principles-based legislation, the majority supported the proposal. However, there was concern that performance-based legislation lacked certainty for both consumers and businesses, and therefore should be backed up with more detail or guidance, as appropriate.

Comments on the suggested purpose statements were mixed. Some submitters questioned the benefit of purpose statements. Others supported the statements but disagreed with the proposed wording. There was some support for the alternative MCCA statement. Consumer groups felt that the concept of consumer protection was missing from the statements, while the business and legal sectors were concerned the proposed wording could introduce uncertainty.

¹ Two associations made two submissions. These have been numbered as separate submissions but recorded as effectively dual submissions from the same organisations.

The inclusion of good faith in the Fair Trading Act purpose statement was not supported by the majority of the business and legal submitters, as they considered that it does not have a clear meaning. Business submitters who supported a reference to good faith did so on the basis that the obligation to act in good faith would apply equally to traders and consumers. Consumer groups were also mixed in their support – those supporting its inclusion felt it was complementary to the concept of fairness; those who did not support it, including a major consumer group, considered that either the Fair Trading Act already implied good faith or that it was inappropriate to impose a good faith obligation on consumers. The Commerce Commission was concerned that good faith may dilute the strict liability of the FTA, allowing traders to argue that while they breached the Act, they acted in good faith.

Unfair Contract Terms

Consumer groups strongly supported the introduction of unfair contract term provisions, along the lines of the Australian Consumer Law. Support was mixed from business and legal submitters, where many considered that the discussion paper did not adequately define the problem, and some disagreed with MCA using the Australian analysis as a basis for this proposal. In light of this, several in the business sector reserved their opinion on the proposal. Energy companies, banking groups and several in the legal sector believed that the current legislation and guidelines are adequate to prevent unfair contract terms. The Commerce Commission supported regulating unfair contract terms as unfair terms can stifle competition. The Commission also identified issues that may have been more effectively dealt with had there been unfair contract term provisions.

The inclusion of a good faith element in the definition of an unfair contract term was strongly opposed by business, on the basis that it was a vague term (and also for some that they did not agree with introducing unfair contract term provisions anyway), and was also not well supported by consumer groups. However, there was significant support for the Australian Consumer Law approach of replacing “good faith” with “reasonably necessary for the protection of the interests of the other party”, particularly from business groups.

The Australian Consumer Law approach of including examples of unfair contract terms received a mixed response from submitters. Consumer groups, a few businesses, legal submitters and the Commerce Commission supported this approach as it would provide clarity for consumers, courts and businesses. Many in the business sector rejected it on the basis that they did not support unfair contract terms anyway, or that they believed that examples could be provided outside of legislation, for example in guidelines.

Unsubstantiated Claims

A prohibition on unsubstantiated claims was strongly supported by the majority of submitters, including the Commerce Commission and all consumer groups, who considered that the ability to substantiate claims is a fundamental consumer protection and good business practice. Several business submitters were cautiously supportive, but questioned the practicality of the proposal. Businesses who opposed this proposal felt that the current law was adequate to protect consumers.

Submission comments suggested that the distinction between the general prohibition proposal and the Australian substantiation notices was not clear, and there appeared to be some confusion that the approaches would be used simultaneously.

Enforcement of unsubstantiated claims by the Commerce Commission was supported by the majority of submitters. Half of the consumer groups who responded to this question considered that private individuals and businesses should also be able to enforce this provision. One consumer group noted their support for both the Commission and private enforcement was based on the fact that consumers are usually the first to notice potential breaches and may be able to deal with them in a timely and cost-effective way. Two businesses believed that only consumers should be able to enforce unsubstantiated claims under the Fair Trading Act.

Door to Door Sales and Direct Selling

A clear majority of submitters supported the regulation of direct selling. A small group of submitters did not indicate outright support, as they were associations with their own codes of practice, but they were happy for these codes to be recognised in regulation. Two businesses who undertake direct selling were strongly opposed the proposal, believing that there is no need for any regulation and that the current legislation is sufficient. The Commerce Commission noted that they receive a disproportionate number of complaints regarding door to door sales and telemarketing.

There were mixed responses to the application of direct selling regulation to purchases above a particular value. No sector had a consistent view, with approximately half indicating they did not see value in setting a threshold. Of those who supported a threshold, most supported \$100. The Commerce Commission stated that from an enforcement perspective, there is no need for a threshold.

A 10 day cooling-off period was preferred by all submitters across the sectors, as it gives the consumer a reasonable period in which to review their purchase decision, with the next most preferred being 7 days. Alternative suggestions ranged from no cooling-off (if the consumer has an established relationship with the retailer), 3 days as per the Credit Contracts and Consumer Finance Act, and 14 days (supported by a consumer and a disputes resolution service). There was uncertainty about when the cooling-off period would start.

The proposal regarding prohibition of supply of goods and services during the cooling-off period had a very clear split between the consumer and the business sectors. Business submitters strongly rejected this proposal as they considered it would put direct selling businesses at a competitive disadvantage and that there is little evidence of a problem with the supply of goods during this time. Consumer groups felt that consumers would not feel as pressured to complete the purchase during the cooling-off period if they did not have the goods. Energy companies were concerned about the incompatibility of this proposal with their switching requirements, pointing out that consumers expected to be switched between companies rapidly in this market. The legal submitters were divided in their support, some citing the difficulty of assigning responsibility for damage if goods are supplied during the cooling-off period as a reason not to support the proposal.

With regard to the restriction of hours for direct selling, again there was a distinct split between the business and consumer sectors. Business groups acknowledged that there are acceptable hours, but feel that codes of practice/guidelines are already sufficient and that consumer backlash would occur if there was flouting of those reasonable hours. Consumer groups strongly supported regulation of hours (for example business hours for telemarketing) and many suggested “daylight” hours for door-to-door sales as consumers feel threatened if called upon in the dark.

Overall, there was support by all sectors for direct marketing provisions to be incorporated into the Fair Trading Act. Businesses who disagreed with incorporation supported industry self-regulation. Consumer NZ felt a strengthened Door to Door Sales Act (including enforcement by the Commerce Commission) would be preferable as they could not see any advantage in incorporation into the Fair Trading Act.

Unsolicited Goods and Services

There was considerable support for retaining unsolicited goods and services regulation, and the Commerce Commission considered that the inclusion of unsolicited goods and services provisions in the FTA could materially assist the Commission in its enforcement role. Support for provisions along the lines of the Australian Consumer Law was equal to those who supported the UK approach, where an unsolicited good is considered an unconditional gift. Most consumer groups favoured the UK approach.

Incorporating unsolicited goods and services provisions into the Fair Trading Act was strongly supported by the majority of submitters. Opposition was based on the view that the current Act was sufficient.

Unconscionability

There was support for the introduction of unconscionable conduct into the Fair Trading Act by consumer groups, but strong opposition from other sectors to its inclusion. This was based on the perceived lack of a problem that regulating unconscionable conduct would solve, uncertainty of the concept, belief that the current law is sufficient, and the patchy Australian experience.

The majority of those who submitted on this issue considered that it should be available to both consumers and businesses, although it should be noted that many of these submitters reiterated they did not support unconscionable conduct being incorporated into legislation. Several submitters from both the business and consumer sectors considered that it should definitely be available for small businesses, for example franchises.

Oppression

As with unconscionable conduct, there was support for the introduction of protections against “oppression” by consumer groups, although several community law centres preferred the term “unfair” as it was more understandable for consumers. Few businesses supported specific protections against “oppression”, and those who did were cautious about its use. Submitters reasons for opposing oppression protections were the same reasons as those used to reject the unconscionable conduct proposal. The Commerce Commission believed that if oppression (as defined in the Credit Contracts and Consumer Finance Act) was put in the Fair Trading Act, then it would be readily enforceable.

Product Safety

There was little consistent opinion across sectors regarding the sufficiency of product safety provisions. Several significant consumer submissions believed that the enforcement powers of the Commerce Commission and the MCA product safety staff were inadequate, in particular investigative powers, leaving consumers unprotected. Other submitters, mainly from the business and legal sectors, considered the current regulations are adequate. Community law centres questioned whether the available tools could be better utilised as they noted the significantly fewer product safety standards than Australia. A

business also noted that the standards referred to in product safety standards were not freely available to consumers and this made the regulations flawed.

The majority of the consumer and legal submitters supported the adoption of the “reasonably foreseeable” test. However, there was opposition from many businesses who did want to be held responsible for the unwise actions of consumers.

There was strong support from all sectors for the regulator to have the ability to recall an unsafe product if a supplier fails to undertake a compulsory recall. It was considered that this was a reasonable expectation for consumer protection.

Consumer groups strongly supported the mandatory notification of voluntary recalls and incidents where the products are associated with serious injury or death. However, several of this group thought that limiting notification to “serious injury” was insufficient as intervention when there is minor injury is important too. Businesses on the whole were also supportive but more cautious, requesting more information about definitions.

With regard to provisions for Government product safety policy statements, there was support across all sectors. However, there appears to be uncertainty as to how they would work in practice and how self-regulatory measures would fit with them.

Consumer Information Standards/Regulations

The majority of submitters across all sectors considered the current provisions for consumer information standards are adequate. Several submitters suggested issues that they considered should become a consumer information standard, such as disclosure for certain financial products, guidance on telecommunications products and services, and rules on consumer information in general.

The proposal to include “testing” in the consumer information standard regulations provisions was supported by consumer groups and some legal submitters, but businesses in general did not. Businesses believed it would add compliance costs, with one association concerned it would open the door to prescriptive testing regimes, relabelling of product for the NZ market, and would be a non-tariff trade barrier.

Soliciting on Behalf of Charities

The consumer and legal submitters strongly supported the proposal for disclosure of retained funds of third party collectors fundraising for charities. The Commerce Commission submission supported the provisions as a consumer information standard as it keeps the necessary prescriptive detail out of the Fair Trading Act. The business sector did not provide much comment on this issue, but those who did, raised the concern that disclosure may impact on businesses that collect donations for charities through their products. Such information may be commercially sensitive.

Layby Sales

The majority of all submitters supported principles-based layby sales. Some community law centres felt that laybys may require some prescriptive legislation, and one suggested a standard form contract should be required.

Most submitters across all sectors agreed that the definition of a layby sale should be amended to align with the Australian Consumer Law.

With regard to the interpretation of selling costs, there was a clear split between the business and consumer sectors. Businesses supported the legal definition that selling costs are all costs associated with the transaction, while consumers supported the narrower definition that selling costs were those associated with the layby portion of the transaction. The legal submitters mainly supported the wider definition, as per the *Wood vs Universal Fur* decision, and the fact that calculation of specific costs can be difficult.

There was strong support across sectors that layby sales provisions should be incorporated into the Fair Trading Act, particularly because the Commerce Commission could enforce them, and, according to community law centres, all consumer contracts should be under one law. The Commerce Commission states it gets a number of complaints and enquiries about layby sales but it is limited in its ability to take action. The Commission sees synergies with its enforcement of the Fair Trading Act and the Credit Contracts and Consumer Finance Act with regard to layby sales problems.

Weights and Measures Act

The majority of submitters in all sectors wanted to maintain the Weights and Measures Act as standalone, as it is prescriptive, specific, and well known. Several submitters in the consumer sector, mainly community law centres, supported its amalgamation with the Fair Trading Act on the basis that all legislation relating to consumer protection should be in one law.

Consumer groups strongly supported the reverification of weighing and measuring equipment but business did not. Some businesses commented that this would be an additional unnecessary compliance cost, and one association felt that suppliers or brand owners of equipment should be responsible for any reverification, not the retailer. Most businesses felt that no changes needed to be made to the Act.

Carriage of Goods Law and Consumers

Consumer groups and several businesses strongly supported the idea that it is appropriate for consumers to have rights under the CGA in relation to carrier services. They felt the consumer should have rights and remedies and it would benefit both senders and receivers. One consumer group said it often gets complaints about goods being lost or damaged in transit. Some business submitters, particularly the transport industry, were strongly opposed, and said that the Carriage of Goods Act is adequate to protect consumers. They argued that the limited carrier's risk, which is the most common form of contract taken, provides good protection for consumers. They also noted that a very small proportion of carriage is done on behalf of consumers, and applying the CGA would be a significant change to longstanding carrier practices. Some transport companies stated that their limited liability contracts do mention the CGA for problems other than damage or loss of the goods (e.g. delays in delivery, intentional damage). One carrier did not agree that the CGA should apply because it might replace the strict liability in the Carriage of Goods Act and then the consumer would have to prove that the carrier did not take due skill and care. They felt this was an unreasonable burden on the consumer.

At present a \$1,500 limit applies on units of goods carried under the limited liability contract. Carrier services in general do not support any increase in the liability cap as they see two outcomes – that costs will be passed to consumers and/or carriers will refuse to carry certain items. Other business, consumer, and the legal submitters supported a liability cap but suggested that it may need to be inflation-adjusted.

Regulation of Auctioneers and Auctions

Most submitters supported the licensing of auctioneers, with a negative-licensing scheme similar to that of the Secondhand Dealers and Pawnbrokers Act as the preferred option. Two submissions from the auction industry advocated industry self-regulation, on the basis that the current licensing system with District Courts is impractical and self-regulation is appropriate for this industry. One legal submitter suggested that the specific rules provided in the UK Auctions (Bidding Agreements) Act be included in the revised law, to provide guidance on acceptable practices with auctions.

Many consumer and legal submitters (but few from business), commented on the competencies or standards of conduct they would like to see required of auctioneers. They wanted auctioneers to be competent in legal rules, and for consumers to have redress for loss caused by an auctioneer. Those who supported industry self-regulation expect codes of conduct to be applied.

With regard to whether the legal rules which apply to auctions should be updated, all except an auction industry body agreed that the law applying to auctions is outdated. Most felt that the update should take into account the emergence of Trade Me and online auction sales.

Auctions and the CGA

There was strong support across all sectors for the CGA to apply to online (Trade Me type) trader auctions on the basis that if those same goods were sold at a shop they would be covered by the CGA. Some submitters considered there is a valid distinction between traditional auctions and Trade Me auctions in the online environment that needs clarification. Other submitters considered that the CGA should apply to all auctions, online and offline, although there may be a case for some exemptions. Consumer groups were particularly concerned at how consumers would know that an online auction was conducted with a trader, and therefore if the CGA would apply. One legal submitter noted that there may be some confusion for the consumer as to whether the agent (e.g. Trade Me or an auctioneer) is the vendor, and the CGA may confuse this even more with its current drafting around “supplier”.

While many submitters supported the proposed definition clearly identifying auctions that could be exempted from the CGA, there were few practical suggestions on how this could be achieved. Some businesses who dispose of repossessed stock considered that the CGA should not apply to such goods as the business has no record of the history of the good, to impose a CGA burden on them would be unreasonable, and could result in a lower price being received. This would penalise the borrower as this money is normally credited back to the borrowers account. For similar reasons, motor vehicle traders do not want the CGA to apply to vehicle trade-ins. The Commerce Commission considered that clarification of the definition of an auction in relation to the CGA should bring much needed legal clarity to the on-line environment, and aid their enforcement work.

Extended Warranties

In general, most submitters acknowledged that there is a place for extended warranties if they provide more benefits than the statutory guarantees. Consumer groups strongly supported regulation of extended warranties. Business groups were mixed in their responses, with views ranging from believing that the current legislation is adequate, that

there is a need to clarify the relationship with extended warranties and the CGA, or that regulation could never cover the variables of extended warranties.

The majority of submitters from all sectors supported a requirement of greater disclosure of information to consumers on extended warranties. They noted that greater disclosure allows consumers to make better decisions, and supported warranties clearly explaining what additional benefits are gained over and above the CGA guarantees, although it was acknowledged that this could be difficult. An insurance company that provides extended warranties noted that there is no evidence of a problem with the standard of disclosure of insurance products. A retailer who sells extended warranties already noted that it provides a comprehensive brochure to consumers, while an association felt that greater disclosure would be impractical.

There is broad support across sectors for a cooling-off period to allow consumers to reflect on their purchase of an extended warranty, although the preferred length of it varies widely from 3 days to 30 days. Some retailers noted that they already provide a 7 day cooling off period. A legal firm did not support a cooling-off period as they considered that disclosure should be adequate enough to not require one.

Consumer groups strongly supported an opt-in period, indicating that it would advantage the consumer – but supporters also strongly indicated that they did not see it as a better option than a cooling-off period. This was also the reason for opposition to the opt-in – that there was a preference for a cooling-off period.

While there is support for the Commerce Commission to enforce any extended warranty regulation, the Commission itself notes that enforcement is difficult as many representations are verbal, subtle or silent on the consumer's statutory rights. It is noted, however, that this enforcement would be a logical extension to its current fair trading work. Those who opposed this proposal considered that the current regulation works well and no change is required.

Bonds to Assess Faulty Goods

As with extended warranties, submitters acknowledged that there is a place for charging bonds to assess certain faulty goods. There was some difference of opinion between submitters as to when disclosure should be applied. Consumer groups tended towards written disclosure at the time of purchase of the good, while businesses felt this would undermine confidence in the good from the start. Businesses considered disclosure of a bond fee should be when the consumer returns to the shop with the faulty good.

Submitters across the board thought that the bond should be a “reasonable” cost to deter consumers who do not act in good faith, but not at a level that would deter genuine consumers who have faulty goods. The Commerce Commission indicates that while disclosure issues are easily enforceable, the question of “reasonable costs” is complex without guidance.

Supplier is Unresponsive or Does Not Heed Consumer Requests

Consumer groups strongly supported the extension of the refusing to remedy under the CGA to also include “conduct”. The proposal, however, raised mixed views from other sectors. Community law centres strongly supported it as it implies that there can be a range of barriers put up to discourage consumers from pursuing a CGA remedy. Opponents to this proposal mainly considered that it is already implied in the legislation

and is therefore unnecessary. One business group was concerned that it opens the door to allow consumer complaints of “unfairness” based on minor conduct by businesses, such as not being open on a particular day, or the perceived rudeness of staff.

Rejection of Goods Under the CGA and Collateral Credit Agreements

There was strong support across all sectors for any collateral credit agreement to be void if the good is rejected under the CGA. Most submitters saw the current situation as unfair. One financial association noted that section 89(2) of the MVSA is not often used, indicating that it is unlikely to be used for lower cost goods, while another financial business had concerns that consumers who have store credit would be in a more advantageous position than those who pay by cash or credit card.

CGA and its Application to Electricity

Consumer groups and electricity-related businesses and associations were the main submitters to this question. Consumer groups had mixed views regarding the amendment of the CGA, but felt strongly that consumers should only have to go to one place (the electricity retailer) regardless of where the fault actually lies. Consumer NZ, a major business group and several legal submitters disagreed with amending the CGA as they considered this would confuse the consumer who would not know who to go to when they had a supply problem. A community law centre articulated the goal of all submitters - as having clearly defined responsibilities of both retailers and lines companies. Electricity retailers preferred the CGA to be amended to indemnify the retailer when a problem occurs with a lines company or Transpower, as they considered the impending Electricity Industry Bill will improve the situation but not solve it. Some retailers also suggested that the CGA be amended to remove electricity as a good as they feel this has caused confusion within the sector.

Court Enforceable Undertakings

There was general support over the sectors for the introduction of court enforceable undertakings. Those who opposed this proposal did not consider that court enforceable undertakings were necessary and that the current settlement system works well. The Commerce Commission strongly supported undertakings and provided a list of advantages in their submission.

Banning Orders

As with court enforceable undertakings, there was general support over all sectors for the banning orders proposal. Those few business groups who opposed it stated that banning should be subject to court processes only [note: the proposal is for only the courts to apply banning orders]. Two submitters from the business sector felt that the system of fines should be amended as a deterrent, rather than bringing in banning orders.

What the Review Might Deliver

Option 1 (enhanced Fair Trading Act, with a separate CGA and Weights and Measures Act) was the most preferred option overall. It was clearly favoured by the business sector - most of whom could not see benefit in amalgamating the FTA with the other two Acts. Consumer groups were split over their preference, with equal support for option 1 and option 2 (consolidated FTA and Weight and Measures, with separate CGA). Community law centres favoured total consolidation, with each Act incorporated as a separate part.

There was a clear preference over all sectors that the CGA should be kept separate. This is due to its high level of recognition among consumers that submitters were reluctant to compromise.

For Further Information -

Please contact us on 04 462 4273 or at consumerlawreform@mca.govt.nz or Ministry of Consumer Affairs, PO Box 1473, Wellington.

Appendix 1: List of Submitters

Consumers and related organisations

Abortion Law Reform Association of NZ
Inc
Linda Caradus
Child Poverty Action Group
Citizens Advice Bureaux
Community Law Canterbury
Andrew Collett
Consumer NZ
Dunedin Community Law Centre
Richard Gregory
Jonathan Hjelmstrom
Tim Jackson
Manawatu Community Law Centre

National Council of Women
Nelson Bays Community Law Service
NZ Federation of Family Budgeting
Services Inc
Mihai Radu
Tony Rule
Robert Seaman
Salvation Army
Clive L Smith
Southland Community Law Centre
Tairāwhiti Community Law Trust
Waitakere Community Law Service
Wellington Community Law Centre

Businesses

2^o
AMI Insurance Limited
ANZ National Bank Limited
Ascent Technology Limited
Barker Metrology Consultants Limited
BNZ
BP NZ
Buller Electricity Ltd
Chrisco Hampers NZ Limited
Cooper Cars Ltd
Credit Link Group of Companies
Contact Energy
DTR (Thorn Rentals NZ Limited trading
as DTR)
Fastway Couriers (NZ) Limited
Fonterra
Foodstuffs (NZ) Limited
Freightways Limited
GE Capital
GE Money
Guardian Trust
Genesis Energy
Home Direct Limited
HRV Group

IAG NZ Limited
ING (NZ) Limited
International Underwriters Group
Lazelle Forensic Accounting & Litigation
Support
Les Mills New Zealand (Rae Nield)
Measurement Standards Laboratory
Meridian Energy
Mighty River Power
Noel Leeming Group Limited
NZ Bloodstock Limited
NZ Ecolabelling Trust
NZ Post
NZ Railways Corporation (KiwiRail)
Orion
Plastics NZ
Shane Symes Vehicle Consultants Ltd
Sky Television Network Limited
Smiths City Group Limited
Telecom NZ
Trade Me
Turners Auctions Limited
Westpac
Woolworths Limited

Associations

Auctioneers Association (30 June 2010, 1 July 2010)

Australasian Compliance Institute
Business NZ

Bus and Coach Association (NZ) Inc

Consumer Electronic Goods Association

Cosmetic, Toiletry, and Fragrance
Association of NZ Inc

Direct Selling Association of NZ Inc

Electricity Networks Association

Employers and Manufacturers'
Association Inc

Financial Services Federation

Fitness NZ

Franchise Association of NZ

Hospitality Association of NZ

Insurance Council of NZ

Major Electricity Users' Group

Motor Industry Association

Motor Trade Association

NZ Automobile Association

NZ Bankers Association

NZ Business Roundtable

NZ Food and Grocery Council

NZ Marketing Association

New Zealand Retailers Association

NZ Winegrowers

Packaging Council of NZ

Public Fundraising Regulatory
Association

Real Estate Institute of NZ

Road Transport Forum NZ (2
submissions)

Government

Commerce Commission

Electricity Commission

Standards NZ

Legal/Academic

Alexandra Sims, Senior Lecturer, University of Auckland

Auckland District Law Society

Gehan Gunasekara, Senior Lecturer, University of Auckland

Cynthia Hawes, Associate Professor of Law, University of Canterbury

Clive Frederick Neifeld

Kensington Swan

NZ Law Society

Yvonne van Roy, Associate Professor, Victoria University

Disputes Resolution

Banking Ombudsman

Disputes Tribunal

Insurance & Savings Ombudsman