**ACL Breaches of Sewing is Bliss:**

Based on the given information, the supplier or store, "Sewing is Bliss," may have breached the presentation of the Competition and Consumer Act 2010 (Cth) Schedule 2, Australian Consumer Law (ACL). Specifically, they may have breached the conditions related to consumer guarantees.

Under the ACL, consumers are authorized to certain guarantees when purchasing goods, including warranties of acceptable quality and fitness for a disclosed purpose. If the goods fail to meet these guarantees, consumers have rights to remedies, such as refunds or repairs.

In this case, the store's policy of displaying "No Refunds" signs and stating on the sales docket that "We do not give refunds" raises concerns. The store representative's claim that the goods could not be returned even if they were not of acceptable quality or not fit for any disclosed purpose also suggests a potential breach.

Section 54 of the ACL breaches provides that goods must be of acceptable quality, which includes being reasonably fit for the purpose for which they are commonly supplied. If the hair straightening machine fails to work correctly, it may not meet the guarantee of acceptable quality.

Section 55 of the ACL states that goods must be fit for any disclosed purpose made known to the supplier. If Susan's sister said that the machine was intended to straighten hair and failed, it could be argued that the device does not meet the fitness guarantee for a disclosed purpose.

The store's policy of refusing refunds may breach these provisions, even for goods that do not meet consumer guarantees. Section 259 of the ACL provides remedies for consumers when there is a failure to comply with consumer guarantees, including the right to a refund, repair, or replacement.

Based on the information provided, "Sewing is Bliss" may have breached provisions of the ACL related to consumer guarantees, specifically sections 54, 55, and 259. The store's "No Refunds" policy and refusal to accept returns for goods not of acceptable quality or fitness for a disclosed purpose may violate these provisions.



**ACL Breaches of Consumer Protection Laws:**

In the given situation, Used Car Galore Pty Ltd regularly 'rolled back' the odometer of cars they were offering for sale, making the cars appear to have traveled fewer kilometers than they had. This action raises concerns about consumer protection and potentially breaches the Competition and Consumer Act 2010 (Cth) Schedule 2 provisions, which incorporate the Australian Consumer Law (ACL).

The specific section that applies to this situation is Section 29 of the ACL, which prohibits misleading or false representations about goods and services. Subsection 29(1)(a) states that a person must not, in commerce or trade, engage in conduct that is expected to mislead or deceive. In this case, Used Car Galore Pty Ltd is engaging in deceptive conduct by altering the odometer readings, leading potential buyers to believe that the cars have traveled less than they have.

Altering the odometer readings misrepresents the true history and condition of the cars, which is likely to mislead or deceive consumers. This conduct is considered a breach of Section 29(1)(a) of the ACL.

Furthermore, Section 30 of the ACL breaches deals with false or misleading representations concerning the sale of goods. Subsection 30(1) states that a person must not, in commerce or trade, in connection with the grant or sale or the possible sale or gift of goods or services, make a false or misleading representation. By rolling back the odometer, Used Car Galore Pty Ltd falsely represents 22:28, the kilometers the cars have traveled, which breaches Section 30(1) of the ACL.

In summary, Used Car Galore Pty Ltd's practice of regularly 'rolling back' the odometer of cars they are selling is a breach of the Competition and Consumer Act 2010 (Cth) Schedule 2 Australian Consumer Law. Specifically, it violates Section 29(1)(a) by engaging in conduct likely to mislead or deceive consumers, and it contravenes Section 30(1) by making false or misleading representations about the sale of goods.

**ACL Breaches of Stick Mixer:**

Based on the given scenario, it appears that the manufacturer of the stick mixer under the "Home Brand" label may have breached provisions of the Competition and Consumer Act 2010 (Cth) Schedule 2 Australian Consumer Law (ACL). Specifically, the manufacturer may have breached the conditions related to consumer guarantees and misleading or deceptive conduct.

**Breach of Consumer Guarantees:** Under the ACL breaches, the manufacturer must provide consumer guarantees for goods they supply, including that they are of acceptable quality (Section 54). The stick mixer's strong vibrations, dislodging blades, and inability to blend foods effectively indicate that it may not be permitted.

Furthermore, when a good fails to meet one or more consumer guarantees, the consumer is entitled to remedies, including a refund or repair. If the issue cannot be fixed within a reasonable time, the consumer may be entitled to a refund or replacement (Section 259). In this case, Meredith contacted the department store to seek a refund, but they refused to offer one despite the issues she experienced.

**Misleading or Deceptive Conduct:** The manufacturer's refusal to provide a refund and claiming that the unit is fine when it has issues could be seen as misleading or deceptive conduct under Section 18 of the ACL. By misrepresenting the quality or performance of the stick mixer, the manufacturer may have breached this provision.

**ACL Breaches of Tractor Transaction:**

The supplier, in this case, the local tractor agent of a national distribution company, may have breached provisions of the Competition and Consumer Act 2010 (Cth) Schedule 2 Australian Consumer Law (ACL).

The specific provisions that may have been breached include Section 21 - Misleading or deceptive conduct: The agent's failure to recommend that the farmer seek independent advice before entering the credit agreement could be considered misleading or deceptive. By not providing this advice, the agent may have withheld important information from the farmer, leading to the farmer's detrimental financial situation.

**False or misleading representations:** If the agent made any false or misleading representations regarding the credit terms, interest rate, or the tractor's suitability for the farmer's farming business, it would be a breach of section 22. This provision aims to protect consumers from being misled about the nature of the goods or services offered.

**Unsolicited consumer agreements:** If the agent engaged in unsolicited selling, meaning the farmer did not initiate the transaction, and the agent did not comply with the requirements for unsolicited consumer agreements, then section 29 could be breached. The oppressive interest rate and its detrimental impact on the farmer's business is an unfair and unconscionable term.

**Unconscionable conduct:** The agent's failure to recommend independent advice to the poorly educated farmer, coupled with the oppressive interest rate, may constitute immoral conduct, section 48. This provision aims to protect vulnerable consumers from unfair practices that exploit their lack of knowledge or bargaining power.

**ACL Breaches on Rights and Liabilities:**

Whether Nigel and the Brisbane City Council have breached any provisions of the Competition and Consumer Act 2010 (Cth) Schedule 2 Australian Consumer Law (ACL) if Beverley brings an action for damages.

**Rule:** The Australian Consumer Law (ACL) obligates suppliers and manufacturers to provide accurate information and refrain from misleading or deceptive conduct.

In this case, Nigel, acting as a business adviser, approached the Brisbane City Council on behalf of Beverley Hills regarding the potential impact of a proposed highway on a commercial property. The Council clerk assured Nigel that the new roads would not affect the property based on their examination of the proposed highway plans. However, the Council clerk misread the projects, and a highway was subsequently built, blocking the front access to the property. As a result, the property's value declined, causing financial losses for Beverley.

As an intermediary between Beverley and the Council, Nigel may be liable for breaching the ACL if he made false or misleading representations to Beverley. If Nigel accurately relayed the information provided by the Council clerk without adding any untrue statements, his liability may be minimal. Nigel's role was to facilitate the exchange of information, and as long as he did not contribute to any misrepresentation, his weakness may be limited.

 Under the ACL, the Brisbane City Council is not obligated to engage in misleading or deceptive conduct (Section 18) and not make false representations (Section 29). In this situation, the Council's clerk provided incorrect information to Nigel, which led Beverley to purchase the property under false assumptions. The misrepresentation resulted in financial losses for Beverley when the highway blocked the front access. Therefore, the Brisbane City Council may be liable for breaching Sections 18 and 29 of the ACL breaches.

If Beverley brings an action for damages, she may be authorized to seek compensation for the financial losses she suffered due to the decline in the property's value. The injuries would depend on the evidence presented and the extent of Beverley's losses. Other remedies available under the ACL, such as rescission or specific performance, may also be considered depending on the circumstances.

Relevant Legislation and Case Laws are the Competition and Consumer Act 2010 (Cth), Schedule 2 Australian Consumer Law in Section 18: Prohibition of misleading or deceptive Conduct, and Section 29: False or misleading Representations.

While the Case law is ACCC v. Safe Breast Imaging Pty Ltd [2014] FCA 250: This case establishes that making false or misleading representations and engaging in misleading or deceptive conduct can lead to liability under Sections 18 and 29 of the ACL breaches.

**Difference if Nigel had obtained an old copy of the Council's planning document:**

It would likely affect the analysis if Nigel obtained an old copy of the Council's planning document issued two years ago.

In this scenario, Nigel would have obtained the planning document independently without seeking advice from the Council clerk. As a business adviser, Nigel must exercise reasonable care and skill in advising his client. His liability may increase if he solely relied on the outdated document and failed to verify the information with the Council. Nigel would be expected to undertake reasonable due diligence to ensure the precision of the information he relied upon before advising his client. By neglecting to seek updated information from the Council, Nigel could be seen as negligent in his professional duties, potentially leading to liability for his actions.

The liability of the Brisbane City Council would remain the same if they provided incorrect information to Nigel. However, Nigel's contribution to the misrepresentation, by relying solely on an outdated document without verifying it, could expose him to additional liability for any damages suffered by Beverley.

In summary, if Nigel had not requested advice from the Brisbane City Council officer but had instead obtained an old copy of the Council's planning document, his potential liability may increase due to his failure to exercise reasonable skill and care in providing advice to Beverley. The liability of the Brisbane City Council, however, would remain unchanged.

https://youtu.be/NM6SPp4\_ChU

**References:**

* 1. Australian Competition and Consumer Commission (ACCC) - The official website of the ACCC provides information about the ACL and its enforcement. It also includes resources, case studies, and publications related to competition and consumer rights breaches. Visit: <https://www.accc.gov.au/>
  2. Australian Consumer Law - The ACL is a schedule to the Competition and Consumer Act 2010 (Cth). This link provides the full text of the ACL, including provisions related to competition, consumer guarantees, unfair practices, and remedies for breaches. Visit: <https://www.legislation.gov.au/Details/C2022C00211>