

Monash Centre for Regulatory Studies

“Update on Victoria’s Unfair Contract Terms Legislation” – *The Cases*

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Consumer Affairs
Victoria



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Presentation Summary



- Introduction
- Cases
 - *Director of CAV -v- AAPT Ltd*
 - *Director of CAV -v- Craig Langley Pty Ltd (formerly Matrix Pilates & Yoga Pty Ltd) and Anor (No.1 & No.2)*
 - *Director of CAV -v- Trainstation Health Clubs Pty Ltd*
 - *Director of CAV -v- Backloads.com Pty Ltd*
 - *Free -v- Jetstar Airways Pty Ltd*
 - *Jetstar Airways Pty Ltd -v- Elizabeth Winifred Free*
- Conclusion



Context



- COAG Agreement
- Reform of Part 2B of the Victorian Act
- UK Developments

Director of CAV -v- AAPT Ltd [2006] VCAT 1493

DEPARTMENT
OF JUSTICE



- Significant imbalance
- Good faith
- Unfair terms
- Section 163 of the FTA

Jetstar Airways Pty Ltd -v- Free [2008] VSC 539

DEPARTMENT
OF JUSTICE



- Contrary to good faith
- Significant imbalance



**Director of CAV -v- Craig Langley
Pty Ltd (formerly Matrix Pilates &
Yoga Pty Ltd) and Anor (No.1 & No.2)
[2008] VCAT 482 and [2008] VCAT 1332**

DEPARTMENT
OF JUSTICE



- Unfair terms
- Section 163 of the FTA

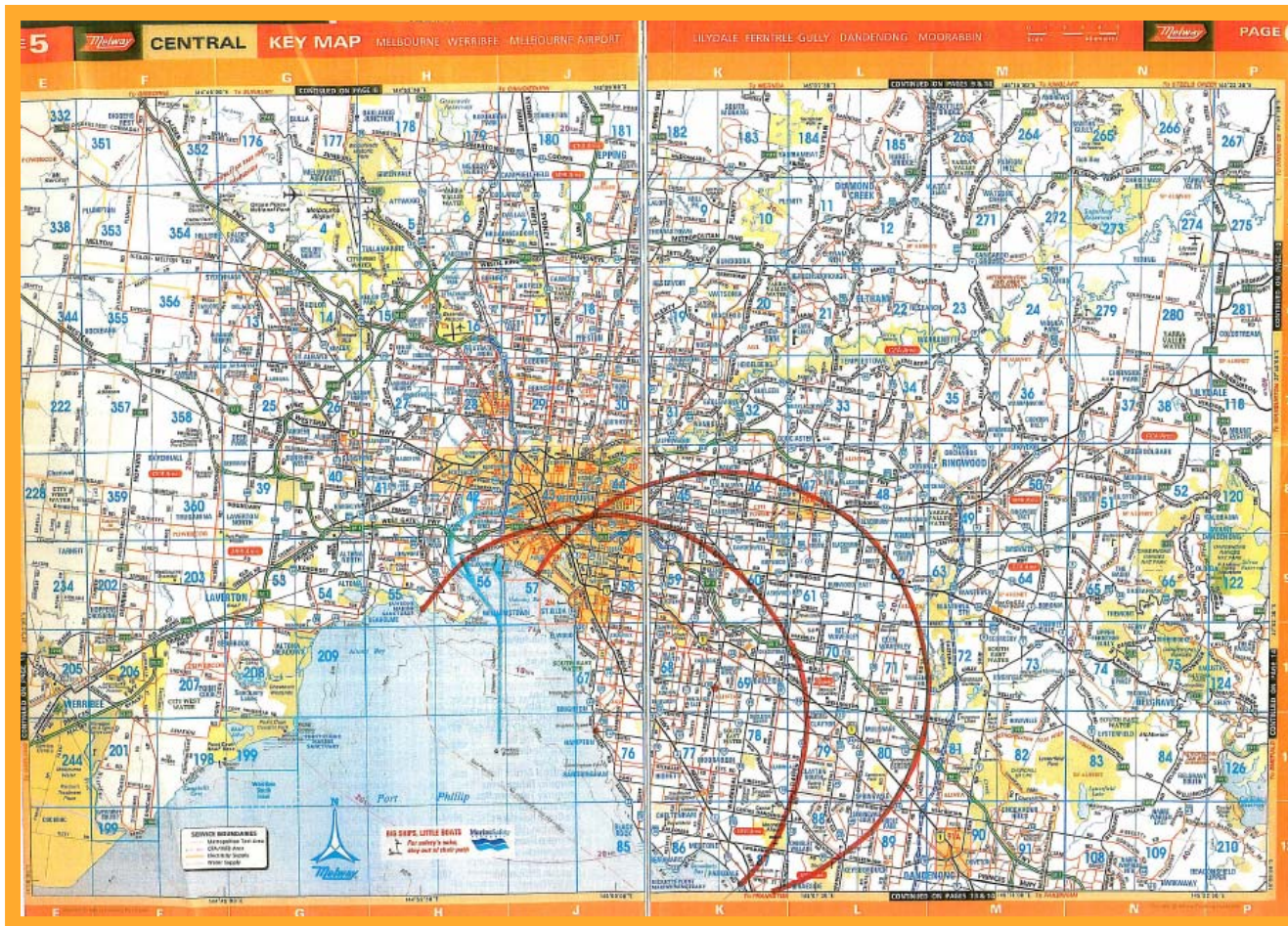


Director of CAV -v- Trainstation Health Clubs Pty Ltd **[2008] VCAT 2092**



- Unfair terms
- Section 163 of the FTA

Director of CAV -v- Trainstation Health Clubs Pty Ltd [2008] VCAT 2092



“11 Provision of Service

Change of location of the Club within 12 kilometres or ... does not absolve the customer, in any way at all, from honouring the terms of this contract.”



Director of CAV -v- Backloads.com Pty Ltd C5253 of 2007

DEPARTMENT
OF JUSTICE



- Unfair terms
- Section 163 of the FTA

Free -v- Jetstar Airways Pty Ltd [2007] VCAT 1405

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- Part 9 and Part 2B of the FTA
- Consumer and Trader Dispute