

BUSINESS LAW, 12<sup>TH</sup> EDITION  
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BUSINESS  
LAW



12th Edition

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- Can the Australian consumer law—unfair practices provide trade mark protection?
- Can confidential information be protected?
- Contract

Summary: Intellectual property

## 24: Criminal law in a business context

Introduction: Criminal law in a business context

24.1: What are the sources of the criminal law?

- What are the differences between criminal law and civil law?

24.2: How are criminal offences classified?

- Summary offences
- Indictable offences
- Indictable offences dealt with summarily

24.3: How are criminal proceedings commenced?

- Committal
- Trial
- What elements must be present for a person to be found guilty of a crime?
- What is the standard of proof in a criminal matter?

24.4: What is a white-collar crime?

- Examples of common white-collar crimes

24.5: When can statutory criminal liability arise in business situations?

- Competition and Consumer Act 2010 (Cth)
- Privacy Act 1988 (Cth)
- Financial Transaction Reports Act 1988 (Cth) and the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)
- Work health and safety legislation
- 'Chain of responsibility' legislation
- Bankruptcy Act 1966 (Cth)

24.6: When can a company face criminal liability?

- Management of a company
- What is a civil penalty?
- National Credit Code
- Corporations Act 2001 (Cth)
- Spam Act 2003 (Cth)

Summary: Criminal law in a business context

## 25: Competition law

Introduction: Competition law

25.1: How does the competition and consumer act operate?

- How is the CCA administered?
- Australian competition and consumer commission
- Australian competition tribunal

25.2: What are the concepts of 'market' and 'competition' in business under the CCA?

25.3: What restrictive trade practices are prohibited by part IV?

## Division 2: Other conduct (ss 45–51)

- Exclusive dealing (s 47)

25.4: What are authorisations and notifications?

25.6: What enforcement procedures and remedies are available for breaches of parts IV and IVB?

25.7: What is the purpose of industry codes of conduct?

Summary: Competition law

## 26: Electronic commerce

Introduction: Electronic commerce

26.1: Electronic transactions legislation—how do we make contracts electronically?

- Electronic contracts

26.2: Are there legal aspects to maintaining a business website?

- Security
- Website risk management
- Website terms and conditions

26.3: Is there electronic commerce consumer protection?

26.4: Does the internet create jurisdictional problems?

26.5: What is privacy in the context of the internet?

- Email
- Spam
- Privacy legislation

26.6: Is cybercrime a problem for business?

- Other legislation covering cybercrime

26.7: What is electronic banking?

- Stored value cards

Summary: Electronic commerce

## 27: Negotiable instruments

Introduction: Negotiable instruments

27.1: Why is negotiability an exception to the *nemo dat* rule?

27.2: What is a bill of exchange?

- Rules for negotiation
- Must a bill comply with a particular format?

27.3: What are cheques?

- Cheques compared with bills of exchange
- Definition
- Parties

27.4: What is the liability of the parties?

- Liability of the drawer
- Liability of the indorser

27.5: What is the difference between a bearer and an order cheque?

- Open bearer cheques
- Crossed cheques

27.6: What are the duties of the financial institution and the customer?

- When can a financial institution refuse payment?
- Protection for financial institutions

27.7: What are bank cheques?

27.8: What other methods of money transfer are there?

- Cards

27.9: What is the code of banking?

27.10: What is the role of AFCA?

27.11: What is the purpose of the financial transaction reports act 1988?

- Obligations imposed by the Financial Transaction Reports Act 1988
- Enforcement of the Financial Transaction Reports Act 1988

Summary: Negotiable instruments

## 28: Consumer credit and privacy

Introduction: Consumer credit and privacy

28.1: What are the operational areas of the national credit code?

- Application of the code

28.2: What types of credit arrangements can you have?

- Tied loan contract
- Consumer leases

28.3: What formalities must a credit provider meet?

- Civil penalty

28.4: What is the purpose of a mortgage or guarantee?

28.5: What is the effect of hardship?

28.6: What are the obligations of government agencies and businesses under the privacy act?

- Credit information
- Aim of the privacy act
- Major aspects of the Credit Reporting Code

28.7: What was the impact of the privacy amendment (enhancing privacy protection) act on the privacy act?

- Australian privacy principles
- Can businesses have their own codes?
- Health privacy
- Mandatory notification for data breaches
- Anti-money laundering and counter-terrorism financing act 2006

28.8: What is hire-purchase?

- The current position

Summary: Consumer credit and privacy