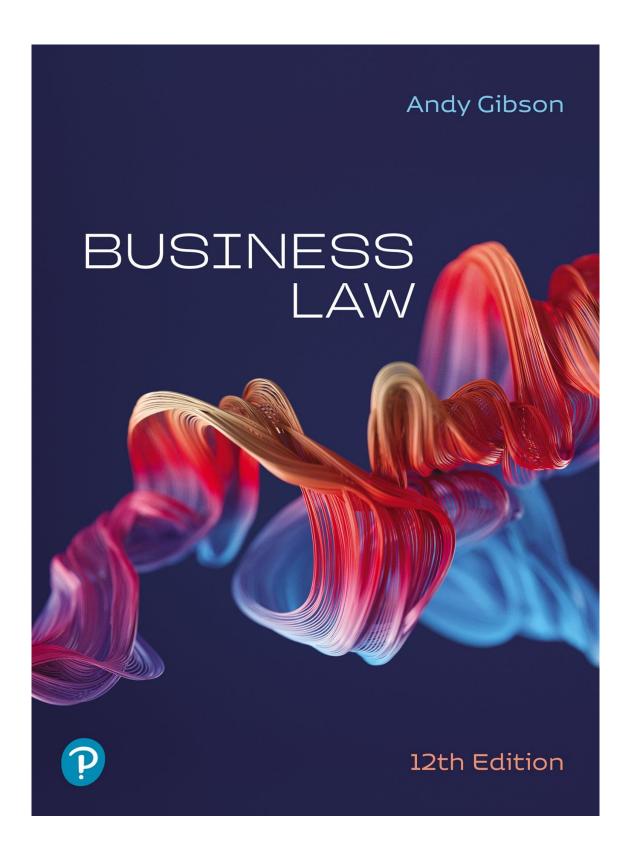
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- Can confidential information be protected?
- Contract

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