



**Title:** Competition and Consumer Compliance Policy

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**Category:** Strategic – Define structure, processes and resources

**Key words:** Price Fixing, Boycotts, Misuse of Market Power, Anti Competitive Contracts, Exclusive Dealings

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**Related legislation:** Competition and Consumer Act 2010  
Independent Commission Against Corruption Act 1988  
Local Government Act 1993  
Ombudsman Act 1974 (NSW)  
Privacy & Personal Information Protection Act 1998  
Protected Disclosures Act 1994  
Restraint of Trade Act 1976

**Related policies:** Australian Made Goods & Products policy, Fraud & Corruption Control policy, Local Business Support policy, Procurement policy, Statement of Business Ethics

**Related procedures:** Competition and Consumer Act 2010 Compliance Manual (attached)  
Guidelines for Purchasing  
Risk Management Policy  
Procurement Policy

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1. Purpose
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## 1. Purpose

The purpose of this policy is to continue to support our culture of commitment to practices and procedures that promote compliance with the Competition and Consumer Act 2010 (which has replaced the Trade Practices Act 1974). Our policy promotes competition and the protections of consumers from unfair business practices.

## 2. Objectives

Our objectives are to:

- provide staff with an understanding of their obligations under the Competition and Consumer Act 2010;
- promote practices which contribute to improved compliance with the legislation and manage risk proactively; and
- establish programs and processes which identify and rectify possible issues prior to their being raised with external agencies.

## 3. Scope

Competition and Consumer Act 2010 compliance will continue to be incorporated into existing decision making structures and processes such as procurement and tendering to ensure it is part of day-to-day activities.

## 4. Definitions

- **Anti Competitive Practices** are business or government practices that prevent or reduce competition in a market (also know as restraint of trade).
- **Benefit** includes any advantage and is not limited to property.
- **Boycott** is an act of voluntarily abstaining from using, buying, or dealing with a person, organization,
- **Exclusive Dealings** refers to when a retailer or wholesaler is 'tied' to purchase from a supplier on the understanding that no other distributor will be appointed or receive supplies in a given area.

## 5. Principles

The Council is committed to competition in the marketplace and, therefore, to conducting its operations in a way that does not involve:

- Preferential arrangements in relation to sellers or buyers of goods and services to or from the Council;
- Predatory pricing, or collusive pricing practices such as price fixing and price maintenance;
- Misuse of any power it may have in any market in order to eliminate or harm competitors, prevent entry into the market or deter competition in the market;
- Primary or secondary boycotts of sellers or buyers of goods and services to or from the Council;
- Exclusive dealing arrangements between the Council and others that restrict the freedom of sellers or buyers to choose with whom, or in what, they deal;

- Resale price maintenance in relation to goods or services purchased by the Council and re-sold or goods and services sold by the Council to another person for resale; or
- The purchase of shares in any company or the purchase of any assets from a person that would substantially lessen competition in a market.

The Council is committed to conducting its operations in a way that does not cause persons with whom it deals to suffer loss or damage as a result of the Council engaging in:

- Misleading or deceptive conduct;
- Unconscionable conduct; or
- False Representations.

The Council is committed to a philosophy of continuous improvement in compliance performance through:

- Monitoring, assessing and regularly reporting on its compliance performance against the Performance Standards in an open and accountable way; and
- Educating and training the governing body and its staff on compliance in an ongoing and appropriate way.

## 6. Responsibilities

The **General Manager** has ultimate responsibility for good corporate governance, including ensuring our compliance with the provision of the Competition and Consumer Act 2010.

**Directors and Managers** are responsible for the maintenance of sound Purchasing and Tendering practices within their area of responsibility to ensure that all of our transactions promote competition and protect consumers against unfair business practices.

The **Group Manager Governance** monitors the efficiency and effectiveness Competition and Consumer Act 2010 compliance practices and strategies and to report deficiencies to the General Manager through the Director Corporate Services.

The **Coordinator Risk Management:**

- monitors and maintains the Competition and Consumer Act 2010 Compliance Manual;
- provides input to the Council's learning programs which will give management and staff training to improve our compliance understanding.



*City of Canterbury*

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*City of Cultural Diversity*

**Competition & Consumer Act 2010  
Compliance Manual**

**June 2015**

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## Document Control

<i>Version</i>	<i>Date of Issue</i>	<i>Author</i>	<i>Reason for Change</i>
0.1	29 June 2011	Glenda Cartwright	Initial Draft
0.2	27 February 2012	Glenda Cartwright	Incorporate feedback and comments
0.3	24 April 2012	Brad McPherson	Amendments
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2.0	20 May 2015	Glenda Cartwright	2015 revision

# Our Commitment to Promoting Competition and Consumer Protection

Canterbury City Council is committed to developing a culture which aims to promote competition and to protect consumers against unfair business practices.

This Manual forms part of a comprehensive Competition and Consumer Act 2010 compliance program which is designed to be easy to understand and to:

- provide staff with a broad understanding of the Competition and Consumer Act 2010;
- alert staff to those areas of our business which are covered by the Competition and Consumer Act 2010; and
- enable staff to ensure that Competition and Consumer Act 2010 issues which do arise are handled correctly and steps taken to ensure they do not occur again.

All staff are required to:

- familiarise themselves with the Manual, and
- support the program and encourage other staff to do so.

## Reference Guide to the Competition and Consumer Act 2010

Section in the Act	Item	Item Number
	Introduction	1
Sections 45D, 45DA, 45DB	Secondary Boycotts	3
Section 45(2)(a)(i)	Primary Boycotts	2.1.3
Sections 44ZZRD, 45(2)(a)(ii),	Price Fixing	2.1.1
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## **1. INTRODUCTION**

The Competition and Consumer Act 2010 is aimed at behaviour that is against the public interest. The Act prohibits three main types of inappropriate conduct which are:

- restriction of competition;
- false, misleading or deceptive behaviour; and
- unfair or unconscionable practices.

This document deals with each of these matters in turn. It outlines the actions that Council will and must not take in order to comply with the Act. Examples are given to assist in understanding the effect of the Act on our business practices.

## **2. CONDUCT THAT RESTRICTS COMPETITION**

There are two groups of things which must not be done by Council, they are;

- things that must not be done under any circumstances; and
- things that must not be done if they substantially lessen competition.

Council may seek authorisation in advance from the Australian Competition and Consumer Commission (**ACCC**) for conduct that restricts competition and would otherwise breach the Act. If an authorisation or notification is granted by the ACCC, the conduct is no longer considered prohibited. The ACCC will only authorise conduct if it is satisfied that the anti-competitive effects of the conduct are outweighed by the public benefits of the conduct.

If a Council officer believes that such an application to the ACCC would be successful, the matter should be raised with the Group Manager Governance. An application by a Council officer can only be made with the express approval of the Group Manager Governance.

Council will not support a staff member who has knowingly been involved in any type of prohibited conduct.

### **2.1 ILLEGAL CONDUCT**

Council must not do any of the following things under any circumstances:

- enter into an agreement with a competitor to fix prices;
- require a customer who re-sells Council products not to resell them below a price set by the Council;
- enter into an agreement with a competitor:
  - not to buy products or services from a specified third party;
  - not to sell products or services to a specified third party; or
  - only to buy or sell product or services on restrictive terms;
- supply Council products or services on condition that the customer accepts another product or service from another supplier; and
- use the Council's market power to compete unfairly.

### **Penalties**

This section sets out the penalties that may be imposed if Council breaches these provisions of the CCA.

An individual officer could be personally liable for fines up to \$500,000. The Council may have to pay the maximum possible fine which is the larger of \$10 million, or three times the value of the illegal benefit (or if the value of the benefit can not be ascertained) 10% of Council's turnover for the preceding 12 months. In addition, the Council may have claims for damages made against it, and may suffer a loss of reputation and of business.



### **2.1.1 Price Fixing**

#### ***Council must not agree with a competitor to fix prices***

Price fixing is not just agreeing on prices with a competitor. It is also agreeing with a competitor on discounts, rebates or credits for our products or services. In each case, it has the effect of keeping prices artificially high, and disadvantages consumers.

#### ***Example 1***

*Council has been in a “price war” with local private pool owners. During discussions with these owners, all parties agree to set their entry fees at a certain level and to discuss any future changes to prices with each other.*

To avoid the suspicion of breaching its obligations in relation to price fixing, Council should not discuss prices, discounts, rebates or credits with a competitor. If a Council officer is in a meeting where such discussions take place, they should leave the meeting and have their departure noted. The matter should be reported to the Group Manager Governance immediately.

### **2.1.2 Resale Price Maintenance**

#### ***Council must not require a customer not to resell products below a set price***

Council is forbidden from selling products to a customer who is a reseller (retailer) on the basis that the customer cannot charge less than a price set by the Council. This type of conduct is called 'resale price maintenance'. It keeps product prices artificially high and disadvantages consumers of the product.

#### ***Example 1***

*Council produces mulch and sells it to local landscape suppliers. It requires the landscape supplier to resell the mulch at no lower than a price specified by Council.*

Avoid the suspicion of breaching this obligation by not even discussing resale prices with a customer who re-sells Council products.

### **2.1.3 Primary Boycotts**

#### ***Council must not agree with a competitor to not buy products or services from a specified third party; or to not sell products or services to a specified third party; or only to buy or sell products and/or services on restrictive terms***

This type of behaviour is called 'boycotting' of the third person. Boycotting reduces competition by excluding the specified third person from the market, or only allowing that person to compete on restrictive terms. It therefore disadvantages consumers.

#### ***Example 1***

*A group of local Councils are outraged when a road maintenance company increases its charges. They all agree not to use the services of that company until it reverses its price increase.*

To avoid the suspicion of breaching its obligations in relation to boycotting, Council should not even discuss with a competitor the possibility of not buying goods or services from a third person; or not selling products or services to a third person; or only doing so on restrictive terms.

#### **2.1.4 Third Line Forcing**

***Council must not supply its products or services on condition that the customer accepts another product or service from another supplier***

This is known as 'third line forcing', because it forces on a customer to purchase the products or services of a third person. This reduces competition by reducing customers' ability to shop around for the products or services. It therefore disadvantages consumers of the products or services.

##### ***Example 1***

*Council sells collected waste to a recycling company on condition that the company must recycle the waste to a particular depot.*

Third line forcing applies only when Council sells its products or services. It does not apply to purchasing products or services. Third line forcing applies only to the conditional supply of goods or services.

##### ***Example 2***

*Council agrees to acquire building services from a contractor to refurbish Council facilities and makes a contract condition that the builder use a particular design company to design the refurbishment.*

This is **not** third line forcing. The Council is entitled to impose a condition when it is purchasing goods or services.

#### **2.1.5 Misuse of Market Power**

***Council must not use its market power to compete unfairly***

Illegal use of market power has two elements:

- the conduct must 'exploit' the market power, and
- there must be an intention to harm a competitor or to reduce competition.

##### ***Example 1***

*Assume that Council has a substantial degree of market power in the provision of child care facilities with its centres. Council sets its prices at a level which competitors cannot compete with and at which Council makes a substantial short term loss. Competitors go out of business as their customers attend the Council's facilities. After a while Council raises its prices again.*

This conduct would be considered misuse of market power.

## **2.2 SUBSTANTIALLY LESSENING COMPETITION**

### **Things which council must not do to substantially lessen competition**

The difference between the conduct dealt with in the preceding paragraphs and the conduct discussed in the following paragraphs is that the former are illegal in all circumstances; while the latter are only illegal if they have the effect of substantially lessening competition in the relevant market.

### **What is a "market" under Competition and Consumer Act?**

A "market" is defined with reference to four aspects: product, functional level, geography and time. Generally it is the market for all substitutable goods or services within the geographic area where those goods or services are actually traded.

## **Conduct amounting to a substantial lessening of competition**

There are three things council must not do, even if it has good commercial reasons for doing them. They are:

1. Enter into an arrangement with another person that substantially lessens competition.
2. Enter into an arrangement to supply or to acquire goods or services on conditions that substantially lessen competition.
3. Make an acquisition that substantially lessens competition.

## **Penalties**

This section sets out the penalties that may be imposed if Council breaches these provisions of the CCA.

An individual officer could be personally liable for fines up to \$500,000. The Council may have to pay the maximum possible fine which is the larger of \$10 million, or three times the value of the illegal benefit (or if the value of the benefit can not be ascertained) 10% of turnover for the preceding 12 months. In addition, the Council may have claims for damages made against it, and may suffer a loss of reputation and of business.

Because the prohibition is not absolute, but depends on the effect on competition of the arrangement or acquisition, it is more difficult to tell whether, in a particular case, proposed conduct might breach the CCA. For that reason, Council staff must refer any cases they think may possibly substantially lessen competition, to the Group Manager Governance.

### **2.2.1 Arrangements to Lessen Competition**

#### ***Council must not enter into an arrangement with another person that substantially lessens competition***

This requirement is not restricted to a particular type of arrangement or a particular type of product. It must be complied with in all Council dealings, particularly those with its competitors.

#### ***Example 1***

*The Council agrees with the operator of a shopping centre in its area not to allow any shopping centre to be developed in the locality. The effect of this agreement is to maintain the existing operator's market position and its ability to charge higher prices for use of its facility. The arrangement could substantially lessen competition in the market for shopping centres in the Council's area. If so, it is illegal.*

### **2.2.2 Exclusive Arrangements**

#### ***The Council must not enter into an arrangement to supply or to acquire goods or services on conditions that substantially lessen competition.***

Sometimes suppliers wish to limit the ability of the persons to whom they sell products to buy from the company's competitors, to sell to particular customers or classes of customers or to sell in particular areas. Buyers may also wish to restrict suppliers of goods or services from supplying similar goods or services to competitors of the buyer.

This type of conduct or agreement is called **exclusive dealing** or **conditional dealing**. It includes making the supply of goods or services conditional upon the purchaser not:

- purchasing goods or services from a competitor of the Council;
- reselling the goods or services supplied by the Council to particular persons or groups of persons; and
- reselling goods or services supplied by the Council in particular areas.

It would also include the Council's refusal to acquire goods or services because the supplier will not accept a restriction upon its right to supply third parties.

### **Example 1**

*The Council agrees to sell compost at a particular price on the condition that the purchaser also acquires its compost bins from the Council. (This is not absolutely prohibited 'third line forcing' because both products are being supplied by the Council)*

If this has the effect of substantially lessening competition in the market for the sale of compost or compost bins, it will be illegal.

### **Example 2**

*The Council buys products from a pool supplier on the condition that the supplier does not sell any pool products to any competing pool operator. If this has the effect of substantially lessening competition in the market for the supply of pool products or for pool operators, it will be illegal.*

Section 47 of the CCA prohibits the practice of exclusive dealing if it has the purpose, effect or likely effect of substantially lessening competition in a relevant market.

### **Exclusive Dealing**

Conduct or agreements which may fall within the prohibition contained in section 47 of the CCA **only if they have an anti-competitive purpose or effect include:**

- arrangements where goods or services are supplied on condition that the customer will acquire other goods or services from the supplier;
- agreements appointing exclusive re-sellers or distributors;
- territorial limitations on distributors;
- acquiring products or services on condition that the supplier will not supply third parties;
- refusing to acquire products or services because the supplier will not accept such a condition;
- supplying to distributors on condition that they do not resell to particular persons or that they resell only in defined territories or areas;
- supplying goods at a lower price to some distributors only, on condition that they acquire other goods from the supplier.

### **Example 3**

*The Council agrees to use a certain broker on the condition that the broker does not act on behalf of a neighbouring Council.*

This example may breach section 47 if the purpose or effect of the conduct is to substantially lessen competition in the relevant market.

## **2.2.3 Mergers and other Acquisitions**

### ***The Council must not make an acquisition that substantially lessens competition***

Most normal acquisitions are unlikely to have the effect of lessening competition. But significant acquisitions of shares in a competing corporation or of a significant proportion of available assets in the particular market may well have that effect.

### **Example 1**

*The Council runs a child care centre. There is only one other centre in the Council's area which provides child care services. The Council purchases that centre. If this acquisition has the effect, or is likely to have the effect of substantially lessening competition in that market, it will be illegal.*

### 3. SECONDARY BOYCOTTS

Secondary boycotts are where two or more people boycott a person, in order to limit or prevent that person dealing with another person (**Target**). There are three major types of secondary boycotts that the Council must avoid:

- those which have the purpose or likely effect of causing substantial loss to the Target;
- those which have the purpose or likely effect of substantially lessening competition in the Target's market; and
- those which have the purpose or likely effect of preventing or hindering a person engaging in territorial, interstate or overseas trade or commerce.

### 4. MISLEADING OR DECEPTIVE CONDUCT

When engaging in trade or commerce, the Council must avoid doing or saying anything which is misleading or deceptive or would be likely to mislead or deceive another party. This includes omitting to do or say something (i.e silence) which has the effect of making what we actually do or say, misleading or deceptive. That type of conduct must be avoided both in looking for new business and in handling existing business.

These provisions need to be borne in mind by Council both with respect to its dealing with the wider community and also with respect to its dealings with contractors, consultants and anyone else with whom Council enters a Contract.

It is important to remember that the critical thing is the overall impression which is given to the person being communicated with in relation to the price, value or quality of the consumer goods or services. In communicating with anyone, Council Officers should remember the following rules of communication:

- Put themselves in the position of the other person and use language and ideas that they will understand.
- Think about the impression that is being left with them.
- Do not take advantage of the recipient's lack of knowledge of either the business being discussed or the language or ideas being used.
- Act frankly and honestly at all times.

A failure to meet these standards may lead to civil remedies including injunctions, declarations, damages, compensatory orders, orders for non-party consumers and non-punitive orders. The ACCC can also accept court-enforceable undertakings and issue substantiation and public warning notices. Fines and criminal sanctions do not apply, but penalties may apply if the conduct also breaches the CCA in other ways.

#### ***Example***

*The Council runs a golf course. The Council advertises that the course is 18 holes whereas it is only 9 holes which may be played twice over. This would be misleading.*

### 5. FALSE REPRESENTATIONS

It is unlawful for Council to make false representations about goods or services when supplying, offering to supply, or promoting those goods or services.

Whether a representation is false will depend on the circumstances of the particular matter.

Council is prohibited from making false representations in relation to a large number of matters with respect to goods or services, including:

- price;
- need;

- standard, desirability, quality or value;
- history, age or place of origin;
- sponsorship, performance characteristics, accessories, uses of benefits;
- approval or affiliation;
- existence, exclusion or effect of any condition, *warranty*, guarantee, right or remedy; and
- testimonials by any Council officer.

Making false representations is an offence under the CCA. The maximum fine is \$220,000 for a Council officer and \$1.1 million for Council.

### **Example**

*A customer rings the Council and asks whether the Council provides desexing services for cats. The Council staff member informs them that they do and that the animals are kept overnight and delivered to the person the next day. In fact, the Council requires the owner to pick up the animal the next day. This would be misleading or deceptive conduct.*

## **6. UNCONSCIONABLE CONDUCT**

Council must be careful not to do anything which can be classed as unconscionable. Conduct is unconscionable if it takes advantage of some special weakness which the other side to a transaction possesses or a statement or action by Council is made that is so unreasonable that it defies good conscience. If a Council officer suspects that a proposed transaction would significantly disadvantage the other party, **they must** inform the Group Manager Governance of the problem. Unconscionable conduct can be conduct which leads to a contract on harsh or oppressive terms, or may be conduct under an existing contract which is harsh or oppressive.

If the Council engages in unconscionable or unfair conduct, a contract that is entered into on that basis may be unenforceable. Moreover, the Council may have an award of damages made against it.

The maximum civil penalties for unconscionable conduct are \$220,000 for Council officers and \$1.1 million for Council.

### **Example 1**

*The Council purchases large amounts of stationary from a local supplier. However, the Council pays the account to the wrong company. The Council then refuses to pay the supplier until the amount is fully repaid by the incorrect recipient. The Council's conduct is unconscionable because it is taking advantage of the inequality of bargaining power between itself and the supplier to effectively penalise the innocent supplier for the Council's own error.*

## **7 CONCLUSION**

This brief summary of the Council's obligations under the Competition and Consumer Act 2010 highlights the conduct that is prohibited. All Council officers must take these obligations seriously.

The Council is committed to compliance with the Act. There are substantial risks for the Council and for each Council officer for failure to comply. If any Council officer has any doubts or concerns about any transaction that they are involved in they should refer the matter to the Compliance Manager before proceeding. In some cases, it may well be possible to restructure an otherwise doubtful transaction to make it clearly comply with the Act. Only by discussing the problem will the Council maximise its chances of achieving its *legitimate* business goals.

## **Operating Systems & Procedures**

The following procedures will be followed to ensure that our actions do not offend the CCA.

### **GENERAL**

All Senior Officers, Managers and Team Leaders have been trained in Council's responsibilities under the Competition and Consumer Act 2010 and provided with the Compliance Manual. The Manual is available on the intranet and the major compliance elements are included in the Purchasing and Tendering Guidelines.

All areas must have trained staff responsible for day to day supervision.

All day to day business of the compliance area must be approved by a responsible officer who has been trained in Council's responsibilities under the CCA.

At anytime the assistance of the Group Manager Governance or Council's Solicitor may be sought.

All Senior Officers, Manager and Team Leader job descriptions must contain the following statement:

"Complete all duties in compliance with the Competition and Consumer Act 2010 and Council's Competition and Consumer Act Compliance Manual and seek the assistance of the Group Manager Governance or Council's Solicitor when necessary."

### **SPECIFIC RISK AREAS**

#### **Advertising and Promotions**

All advertising and promotional material must be approved by the General Manager.

At any time the assistance of the Group Manager Governance or Council's Solicitor may be sought.

#### **Tendering**

All tenders must be conducted in accordance with Council's Procurement Policy and procedures.

At anytime the assistance of the Group Manager Governance or Council's Solicitor may be sought.

#### **Contract Clauses and Documentation**

All contracts and documentation must be approved by the Group Manager Governance and Council's Solicitor.

#### **Purchasing**

The purchasing of goods and services supplied to Council must comply with our Procurement Policy and procedures.

At anytime the assistance of the Group Manager Governance or Council's Solicitor may be sought.

### **Pricing, Setting of Fees and Charges**

Our pricing policies vary. For example, there are instances where no charge is proposed simply because it is impossible or impractical to exclude users who do not choose to pay (eg. unfenced playing fields). Social equity and justice issues are also recognised in the setting of some fees and charges while others are fixed by regulation.

In reviewing of Fees and Charges, staff should seek the assistance of the Group Manager Governance or Council's Solicitor should they have any concerns regarding compliance with the CCA.

### **Delivery of Services**

In preparing the terms and conditions of a service that Council provides, staff should seek the assistance of the Group Manager Governance or Council's Solicitor should they have any concerns regarding compliance with the CCA.

### **Sale of Goods**

In preparing the terms and conditions for the sale of any goods by Council, staff should seek the assistance of the Group Manager Governance or Council's Solicitor should they have any concerns regarding compliance with the CCA.

### **Use of Council Facilities**

In preparing the terms and Conditions for the use of Council Facilities, staff should seek the assistance of the Group Manager Governance or Council's Solicitor should they have any concerns regarding compliance with the CCA.

### **Conditions of Consent/Approval**

In preparing the terms and conditions of consent/approval, staff should seek the assistance of the Group Manager Governance or Council's Solicitor should they have any concerns regarding compliance with the CCA.



## Code of Conduct

Actions by staff that result in Council breaching the CCA will be investigated and dealt with in accordance with the provisions of the Code of Conduct

### Model Provision for Contracts entered into by the Council

This clause must be inserted in all contracts entered into by Council. It has been prepared by Council's Solicitors.

#### Non-Compliance with the Competition and Consumer Act 2010 (Cth)

1. If the Council reasonably believes that:
  - (a) any of the terms of this contract are in breach of any provision of the Competition and Consumer Act 2010 (CCA); or
  - (b) any conduct required to be undertaken in accordance with a provision of this contract, the Council may require those terms of the contract to be rectified in such a manner as will remove or remedy the breach in order to comply with the CCA.
2. If the Council reasonably believes that [THE OTHER PARTY] is performing this contract in a manner which is in breach of the CCA, the Council may serve written notice upon [THE OTHER PARTY]:
  - (a) specifying:
    - i. the manner in which Council believes the CCA is being breached; and
    - ii. what Council requires to be done to rectify that matter,
  - (b) directing them to perform this contract in a manner which does not breach the CCA; and
  - (c) specifying the time within which that must be done, which must be a reasonable time.
3. Upon receipt of such notice [THE OTHER PARTY] must do all things which are necessary to comply with that direction.
4. The Council may terminate this contract without liability or penalty to either party if it reasonably believes that:
  - (a) rectification of this contract cannot be achieved under clause 1; or
  - (b) [THE OTHER PARTY] has not complied with the direction served on [THE OTHER PARTY] by Council.

### Compliance Reporting and Rectification

We are committed to the success of our Compliance program and will follow the system outlined below when reporting and rectifying compliance problems.

#### IDENTIFYING

##### Staff

- all staff are encouraged to raise questions/concerns regarding compliance with the CCA with their supervisor and to report all breaches according to the system described below.

##### Managers, Co-ordinators and Team Leaders

- on-going management supervision is an integral part of our compliance program. All managers must ensure that they fully understand Councils Compliance Policy and Procedures and apply them to their area of responsibility.
- are responsible for ensuring contractors are aware of their responsibilities in the contract regarding the CCA and their obligation to report possible breaches to Council.



### **Group Manager Governance/ Council's Solicitor**

- are responsible for working with managers to design and implement policy and procedure to rectify compliance problems.

## **Complaint Handling Policy**

Complaints received concerning the Competition and Consumer Act 2010 will be dealt with in accordance with Council's Complaint Handling Policy.

## **Record Keeping**

The following records will be kept on CCA matters:

### **File Subject**

T-32-1 CCA General

T-32-2 CCA Compliance Program

T-32-3 CCA Non Compliance Reports and

### **Complaints**

T-32-4 CCA Tender Reviews and Internal Enquiries

## **Performance Assessment and Review**

We are committed to ensuring the success of our compliance manual. We will monitor our success by measuring our performance against the Performance Standards Assessment Form on annual basis.

The results of the above review will be included in an annual report for consideration by our Executive Committee.

### **Performance Standards**

1. Training will be conducted in accordance with the Compliance Manual.
2. Job descriptions will include CCA compliance requirements.
3. All complaints will be dealt with in accordance with Council's complaints handling policy.
4. Contractors and Agents engaged by Council must be committed to CCA Compliance.
5. We will complete a due diligence as per our undertaking and implement any recommendations as necessary.
6. We will monitor the effectiveness of the policies and procedures contained in this Manual.
7. Breaches of the CCA will be dealt with in accordance with the Manual.
8. A copy of this Manual will available to all staff on the intranet.

## Performance Standards Assessment Form

Is the compliance training program run at least once every four years? **YES / NO**

Is the compliance program included in the corporate induction program? **YES / NO**

Is all training material regularly reviewed and updated? **YES / NO**

Do all Job Descriptions contain details of accountabilities and responsibilities for compliance?  
**YES / NO**

Are complaints being processed in accordance with the complaints handling policy? **YES / NO**

Is our commitment to ensuring that the contractors and agents we deal with are committed to compliance as detailed in this manual? **YES / NO**

Performance Review completed by 31 December 2\_\_\_ **YES / NO**

Findings of the Performance Review reported to Executive by 31 January 2\_\_\_ **YES / NO**

Have the recommendations of the Performance Review been implemented? **YES / NO**

Are the systems and procedures contained in the manual producing the required result? **YES / NO**

Are breaches or queries reported to the Group Manager Governance? **YES / NO**

Is the Group Manager Governance referring complex issues for legal advice? **YES / NO**

Are all our obligations under this manual being met? **YES / NO**

## Education and Training

One of the key elements that will contribute to the success of this compliance manual is the training of our staff who will implement the policy and procedures.

Our compliance training program will be structured as follows:

**Title:** Canterbury City Council Competition and Consumer Act 2010 Compliance Program

**Presenter:** Council's Solicitor.

**Duration:** 1/2 day.

**Content:** Overview of the CCA and how it affects Council

- Our risk areas and case law.
- Requirements of specific policy and procedure contained in the manual.
- Case studies/exercises to test understanding.

**Who will attend:** All managers, team leaders and selected other staff.

**Title:** Canterbury City Council Induction Session

**Presenter:** Council Training Co-ordinator.

**Duration:** 1 hour.

**Content:** As part of our corporate induction session an overview of our compliance program and the responsibilities of staff will be presented.

**Who will attend:** All new staff.