PREPARATION PACK · NEW SOUTH WALES

# Can our supplier rewrite a three-year deal mid-term?

| PREPARED | JURISDICTION | REFERENCE | CITATIONS CHECKED |
|---|---|---|---|
| 4 November 2026 | New South Wales | ATU-2026-000226 | 22 of 22 |

WHAT YOU ASKED

*We run a wholesale bakery in Marrickville, New South Wales, as a proprietary limited company with nine staff and turnover of about $2.1 million a year. In March 2025 we signed a three-year supply agreement with our flour and packaging supplier, worth about $400,000 a year to them, on 60-day payment terms, with prices fixed for the first 12 months and then 'reviewed annually by agreement'. Clause 14.3 of their standard agreement says the supplier may 'vary prices and terms on 30 days' written notice where market conditions materially change'. We did not negotiate the agreement; it was their standard form and we signed it as presented. On 15 October 2026 they sent a letter relying on clause 14.3: an 18 per cent price increase across all lines and payment terms reduced from 60 days to 14 days, both effective 15 November 2026, citing 'input cost pressures'. We have fixed-price supply contracts with eleven cafe customers running through to September 2027 and cannot pass the increase on. Two alternative suppliers have quoted but each needs six to eight weeks to onboard us. I want to know whether they can do this unilaterally under clause 14.3, whether that clause is even enforceable against a business our size, what our rights are if we refuse, and what leverage we have before we start moving our volume elsewhere.*

ROLE
the customer business (I am the managing director)

GOAL
leverage in a negotiation rather than litigation; know what the clause actually allows; a response letter

DATES
agreement signed March 2025 for three years; supplier's notice 15 October 2026; changes effective 15 November 2026; our customer contracts run to September 2027

THE CLOCK: TIME LIMITS FOR THIS KIND OF MATTER

- **Check this now:** a limit of this kind may be close on the dates you gave. Check it with a lawyer, a free legal service or the tribunal now. The notified changes are stated to take effect on 15 November 2026, which on the dates you gave is within 30 days of today. How you respond and in what time frame can bear on the repudiation and election points below, so the timing is worth confirming promptly.
- The time limits for the unfair-terms and unconscionable-conduct causes of action are not contained in the supplied sources and must be confirmed with whoever advises you. Where a limit of this kind would be found is in the Australian Consumer Law and the Competition and Consumer Act 2010 and in general limitation legislation, none of which was supplied here.
- The 30-day notice period in clause 14.3: the notice was given in October 2026 and is stated to take effect within about a month. What date the notice was received, how the contract defines when

notice is given and effective, and whether the stated effective date is consistent with "30 days" are tied to the clause's own operation, not to any statutory limitation period. Confirm the exact dates against the contract.

- The variation's effect on which law applies: the Fair Trading Act 1987 (NSW) s 17 provides that where a term is varied after the Australian Consumer Law's commencement, Part 2-3 applies to the term as varied from the variation day in relation to conduct on or after that day, and that Australian Consumer Law ss 23(2) and 27 then apply [21]. The date any variation takes effect may therefore matter; confirm this sequence.
- Election between affirmation and termination: the repudiation authorities treat timing and conduct as significant, since affirmation and continued performance can bear on the right to terminate later [24]. There is no fixed statutory period in the sources for this; the relevant events are the parties' acts and communications over time.

## 01 Your situation

This pack organises your situation so you can get advice faster from a lawyer or a free legal service. It is a set of research notes, not advice or an opinion, and it does not say whether any argument succeeds or what anyone is likely to do. Nothing here sets your facts against the legal tests. This matter does not appear to be before any court or tribunal.

You run a wholesale bakery in Marrickville, New South Wales, as a proprietary limited company with nine staff and turnover of about $2.1 million a year. In March 2025 you signed a three-year supply agreement with your flour and packaging supplier, worth about $400,000 a year to them, on 60-day payment terms, with prices fixed for the first 12 months and then "reviewed annually by agreement". Clause 14.3 of their standard agreement says the supplier may "vary prices and terms on 30 days' written notice where market conditions materially change". You say you did not negotiate the agreement and signed it as presented. On 15 October 2026 the supplier sent a letter relying on clause 14.3, setting out an 18 per cent price increase across all lines and a reduction of payment terms from 60 days to 14 days, both stated to take effect on 15 November 2026, citing input cost pressures. You have fixed-price supply contracts with eleven cafe customers running through to September 2027. Two alternative suppliers have quoted, each needing six to eight weeks to onboard you.

You have asked what the clause allows, whether it is enforceable against a business your size, your rights if you refuse, and what leverage you have. You also asked for a response letter. This pack does not draft communications of any kind. What such a reply would need to address is turned into questions below.

Timeline

- March 2025: three-year supply agreement signed (from what you told us)
- 15 October 2026: supplier's letter relying on clause 14.3, notifying an 18 per cent price increase and payment terms reduced to 14 days (from what you told us)
- 15 November 2026: date the notified changes are stated to take effect (from what you told us)
- September 2027: your fixed-price cafe customer contracts run through to this point (from what you told us)

## 02 The law for situations like yours

### UNFAIR CONTRACT TERMS IN SMALL BUSINESS STANDARD FORM CONTRACTS

The unfair-terms regime sits in Part 2-3 of the Australian Consumer Law. The Fair Trading Act 1987 (NSW) s 17 applies Part 2-3 to contracts entered into on or after its commencement, and extends it to a term varied after commencement, from the variation day, in relation to later conduct [21]. Its note records that under the Australian Consumer Law an unfair term in a standard form contract is void while the contract continues to bind if it can operate without that term, and that a court or tribunal must treat such a term as void [9]. The meaning of "unfair" appears in the Competition and Consumer Act 2010 s 24: a term is unfair if it would cause a significant imbalance in the parties' rights and obligations, is not reasonably necessary to protect the legitimate interests of the advantaged party, and would cause detriment if applied or relied on [1]. The operative Australian Consumer Law sections 23 to 27 were not supplied and must be confirmed.

### THE UNFAIR TEST, TRANSPARENCY AND THE PRESUMPTION

In determining whether a term is unfair under the Competition and Consumer Act 2010 s 24, a court may consider any matter it thinks relevant but must consider the term's transparency and the contract as a whole; a term is transparent if it is in reasonably plain language, legible, clearly presented and readily available [1]. There is a presumption that a term is not reasonably necessary to protect the advantaged party's legitimate interests unless that party proves otherwise [1]. The ASIC Act s 12BF sets out an equivalent unfair-terms provision that voids unfair terms in standard form small business contracts, but is confined to financial products and financial services, so it may not be the operative section for a flour and packaging agreement; it also states small business contract thresholds (upfront price not over $5,000,000; a party with fewer than 100 employees or turnover under $10,000,000) [4]. A NSW analogue for a different industry lists examples of terms that may be unfair, including a term permitting one party but not another to vary the contract [10].

### DECLARATIONS AND DISCLOSURE OF PREJUDICIAL TERMS

The Fair Trading Act 1987 (NSW) s 71 governs applications to the Supreme Court for a declaration under Australian Consumer Law s 250 that a term of a standard form consumer contract is unfair: the application may be made only by the Secretary or, with the Court's leave, by a party [9]. Section 71 preserves the right of a party to bring proceedings in any court or tribunal of competent jurisdiction for relief in respect of a term that is void because it is unfair [9]. It is framed around consumer contracts; its application to a small business contract needs checking against the un-retrieved Australian Consumer Law provisions. Separately, the Fair Trading Act 1987 (NSW) s 47A requires a supplier, before supplying a consumer with goods or services, to take reasonable steps to ensure the consumer is aware of the substance and effect of any term that may substantially prejudice the consumer's interests, with listed examples; the listed examples do not include price-variation clauses, and whether this supply is a supply to a "consumer" within s 47A, and whether the section reaches a commercial supply agreement of this kind, are matters to confirm with whoever advises you [30].

### STATUTORY UNCONSCIONABLE CONDUCT

The Competition and Consumer Act 2010 s 21 prohibits conduct in trade or commerce, in connection with the supply or acquisition of goods or services, that is unconscionable in all the circumstances [2]. It does not apply to conduct engaged in only because a person institutes legal proceedings or refers a dispute to arbitration [2]. A court must not have regard to circumstances not reasonably foreseeable at the time, may have regard to conduct before commencement, and the section is not limited by the unwritten law, can apply to a system or pattern of conduct, and allows consideration of the terms of a contract and the manner and extent of its performance, not only

formation [2]. Section 20 separately prohibits unconscionable conduct within the meaning of the unwritten law and does not apply to conduct prohibited by s 21 [8]. The Australian Consumer Law Schedule 2 equivalents were not supplied and must be confirmed.

### CONTRACTUAL CONSTRUCTION

What clause 14.3 permits is a question of construction. The objective principle governs: a party is bound by the objectively determined terms, being bound where a reasonable person would believe they were assenting to the terms proposed, and ordinarily bound even if a document was signed unread [29]. The authorities note the importance of treating a formal commercial contract as the final and full expression of the parties' agreement, and that equity may relieve against unilateral mistake only where "special circumstances" make insistence on performance unconscientious [29].

### PRICE AND PAYMENT UNDER A SALE OF GOODS

The Sale of Goods Act 1923 (NSW) provides that price may be fixed by the contract, left to be fixed in the agreed manner, or determined by the course of dealing between the parties, and that where the price is not so determined the buyer must pay a reasonable price, which is a question of fact in each case [6]. It is the seller's duty to deliver the goods and the buyer's duty to accept and pay for them in accordance with the terms of the contract [7]. Unless otherwise agreed, delivery and payment are concurrent conditions, meaning the seller must be ready and willing to give possession in exchange for the price and the buyer must be ready and willing to pay in exchange for possession [5]. A sale may be absolute or conditional, and an agreement to sell becomes a sale when the time elapses or the conditions are fulfilled [19]. Where a contract of sale is by sample, the Act implies conditions that the bulk corresponds with the sample in quality, that the buyer has a reasonable opportunity to compare bulk with sample, and that the goods are free from defects rendering them unmerchantable that would not be apparent on reasonable examination of the sample [27].

### REPUDIATION, RENUNCIATION AND ELECTION

The principles governing repudiation are discussed in Khattar v Hills Shoppingtown: repudiation or disavowal of the contract as a whole or of a fundamental obligation, and the law of election between affirmation and termination [24]. The authorities note that an innocent party who affirms does not in all cases lose the right to terminate later; where the repudiating party persists in refusing to perform, the innocent party may later treat the contract as at an end on account of the continuing repudiation, and a prior election to seek performance does not preclude later termination if there is a further breach of an essential term or further conduct evincing an intention no longer to be bound [24]. Election involves a choice, and seeking specific performance may be seen as a choice not to accept a repudiatory breach [24].

### UNFAIR TERMS IN SERVICES CONTRACTS (FAIR WORK REGIME)

A separate unfair-terms regime exists under the Fair Work Act 2009 for services contracts with independent contractors. Its stated object is to establish a framework for dealing with unfair contract terms of services contracts that balances the needs of principals and independent contractors, with quick, flexible and informal procedures and appropriate remedies [17]. In deciding whether a term of a services contract is unfair, the Fair Work Commission may consider the relative bargaining power of the parties, whether the contract as a whole shows a significant imbalance, whether the term is reasonably necessary to protect legitimate interests, whether it imposes a harsh, unjust or unreasonable requirement, remuneration levels, and any other matter it considers relevant [14]. Whether this regime has any application to a supply agreement of this kind is a matter to confirm with whoever advises you.

### UNSOLICITED CONSUMER AGREEMENTS

The Competition and Consumer Act 2010 contains provisions on unsolicited consumer agreements. Section 86 provides that the supplier under such an agreement must not supply the goods or services, or accept or require payment, during a set period after the agreement is made (ending at the end of the tenth business day), with consequences if goods or services are supplied in contravention [26]. Section 179 makes equivalent conduct an offence of strict liability [15]. Section 178 makes it an offence for the supplier not to return or refund consideration immediately on being notified of a termination made in accordance with s 82 [22]. Section 77 provides that where a dealer contravenes the relevant Subdivision and is not the supplier, the supplier is also taken to have contravened [25]. Whether a supply agreement signed in these circumstances is an "unsolicited consumer agreement" is a matter to confirm with whoever advises you.

### NOT COVERED BY THE SUPPLIED SOURCES

The sources do not supply the operative Australian Consumer Law unfair-terms sections (23 to 27) or their remedies, including the "apply or rely on" contraventions for non-financial contracts and the statutory list of examples of unfair terms; the Australian Consumer Law s 21 and s 22 equivalents as enacted in Schedule 2; the s 250 declaration power referred to in s 71; the Contracts Review Act 1980 (NSW) s 7 relief for unjust contracts; any provision on injunctions or damages for these contraventions; the test for what makes a contract "standard form"; and the Australian Consumer Law definitions of "upfront price", "consumer" and "small business contract" as distinct from the ASIC Act. These are matters to raise with whoever advises you.

## 03 What gets looked at

- **Significant imbalance in rights and obligations** [1]: one of the three limbs a court considers in deciding whether a term is unfair.
- **Reasonably necessary to protect legitimate interests** [1]: the term is presumed not reasonably necessary unless the advantaged party proves otherwise.
- **Detriment if applied or relied on** [1]: whether applying or relying on the term would cause financial or other detriment.
- **Transparency of the term** [1]: a court must consider whether the term is in plain language, legible, clearly presented and readily available.
- **The contract as a whole** [1]: the term is assessed in the context of the whole contract, not in isolation.
- **Relative bargaining strength** [3]: a matter a court may weigh when considering unconscionable conduct.
- **Conditions not reasonably necessary for the supplier's legitimate interests** [3]: whether the customer was required to comply with such conditions.
- **Understanding of the documents** [3]: whether the customer could understand the documents relating to the supply.
- **Undue influence, pressure or unfair tactics** [3]: whether any were exerted on or used against the customer.
- **Availability and cost of equivalent goods elsewhere** [3]: the amount for and circumstances in which identical or equivalent goods could be acquired from another supplier.
- **Consistency with dealings with like customers** [3]: whether the conduct matched the supplier's conduct in similar transactions.
- **Applicable industry codes** [3]: the requirements of any applicable code.
- **Unreasonable failure to disclose intended conduct or risks** [3]: whether the supplier unreasonably failed to disclose intended conduct affecting the customer or risks not apparent to them.

- **Contractual terms and compliance, and post-contract conduct** [3]: willingness to negotiate, the terms, compliance with them, and conduct in the relationship after contracting.
- **Contractual right to vary unilaterally** [3]: expressly listed as something a court may weigh.
- **Good faith** [3]: the extent to which both parties acted in good faith.
- **Reasonable steps to draw attention to prejudicial terms** [30]: whether the supplier took reasonable steps to make a consumer aware of a substantially prejudicial term, where the supply is a supply to a consumer.
- **Repudiation and election** [24]: whether conduct disavows the contract or a fundamental obligation, and how affirmation and continued dealing bear on later termination.
- **Matters for a services-contract unfair term** [14]: if that regime applied, relative bargaining power, overall imbalance, legitimate interests, and whether a term is harsh, unjust or unreasonable.

## 04 What the other side may say

ARGUMENTS COMMONLY RAISED IN MATTERS LIKE THIS

- That the contract is not a standard form contract, or not a small business contract within the thresholds [4]. This raises for a lawyer how "standard form" is tested and how the thresholds are computed on the facts.
- That the variation term is reasonably necessary to protect the supplier's legitimate interests, seeking to discharge the presumption that it is not [1]. This raises what evidence goes to that question.
- That the term is transparent and that the contract read as a whole does not create a significant imbalance [1].
- That the clause's conditions were met on its own terms and the variation was contractually authorised, so no question of breach arises. This raises for a lawyer what "market conditions materially change" requires and how the notice is to be construed.
- That, on construction, the fixed-price and annual-review provisions do not cut down the variation power, and the objective principle binds the parties to the written terms even if a document was signed unread [29]. This raises how the clauses are read together.
- That the conduct was the exercise of a bargained-for contractual right rather than unconscionable conduct, pointing to the terms, compliance, and good faith [3]. This raises which s 22 matters a court may weigh.
- That reliance on a contractual right, and any recourse to proceedings or arbitration, is not of itself unconscionable [2].
- That nothing done amounts to repudiation or renunciation of a fundamental obligation, and that any affirmation by continued dealing bears on the other party's remedies [24].
- That if the pricing mechanism fails or is void, the price is not "determined" and the buyer must instead pay a reasonable price under the Sale of Goods Act 1923 s 13(2) [6]. This raises how a "reasonable price" would be assessed.
- That delivery and payment are concurrent conditions, so the buyer must be ready and willing to pay the price in exchange for possession [5]. This raises what readiness and willingness require here.

## 05 Documents that usually matter

- The full contract text, in particular clause 14.3 and the fixed-price and annual-review provisions, the notice and definitions clauses, and any governing law clause: these set what the clause permits.
- The variation notice itself, its date, how it was delivered, exactly what it says about "material change" and the input cost pressures cited, and the stated effective date: central to construction and timing.
- How clause 14.3 defines or conditions "market conditions" and "materially change", and any evidence of market conditions referenced: goes to whether the clause's own conditions are engaged.
- Whether the contract was presented as a standard form and whether any negotiation occurred: bears on standard form status and on the negotiation and unilateral-variation factors [3].
- The employee count on the ASIC Act counting rules and the turnover figure computed under those rules: goes to the small business thresholds [4].
- The "upfront price" as defined: goes to the threshold [4].
- Whether the goods are financial products or services or ordinary goods: affects which unfair-terms provision operates [4].
- Evidence of the supplier's input costs and of market conditions generally: relevant to the clause's conditions and the unconscionability factors [3].
- The cafe contracts, and the cost of and lead time for alternative suppliers: relevant to the comparison of equivalent goods elsewhere [3].
- Any applicable industry code [3].
- All communications between the parties since the notice: relevant to election and post-contract conduct [3,24].
- Transparency features of the clause (plain language, legibility, presentation, availability) [1], and whether the supply is one to a "consumer" such that any reasonable-steps disclosure duty could arise [30].
- Whether any part of the dealing was by sample, which would engage the implied conditions on correspondence with sample [27].

## 06 The routes

- **Negotiation between the parties.** Direct discussion aimed at agreeing a revised price, payment terms or transition. The unconscionability factors expressly include the willingness to negotiate the terms of a contract [3]. No form or fee.
- **A free dispute service or ombudsman.** Some industry and small business disputes can be taken to a dispute resolution body. Whether one covers this kind of supply dispute is a matter to check with that body.
- **A regulator complaint.** NSW Fair Trading and the Australian Competition and Consumer Commission deal with unfair contract terms and unconscionable conduct matters in their respective spheres. What each can and cannot do, and in what circumstances, is a matter to check with them.
- **A tribunal.** The NSW Civil and Administrative Tribunal can deal with certain contract claims, and the Fair Trading Act 1987 (NSW) s 71 note contemplates a court or tribunal treating an unfair term as void where it has jurisdiction over the claim [9]. Whether it has jurisdiction over a claim of this kind and size is a matter to check. Check the current fee with the tribunal.
- **A court.** The Fair Trading Act 1987 (NSW) s 71 governs Supreme Court declarations under the Australian Consumer Law s 250 and preserves proceedings in any court of competent jurisdiction for relief in respect of

a void term [9]. Check the current fee with the court.

## 07 Questions to ask a lawyer or free service

1. What are the time limits for an unfair-terms claim, an unconscionable-conduct claim and any Contracts Review Act relief, and given the 15 November 2026 effective date, how soon would any step need to be taken?
2. On the computation rules, is this a "small business contract" and a "standard form contract" for the unfair-terms regime, and do the operative Australian Consumer Law sections (not supplied here) apply to a flour and packaging agreement rather than the ASIC Act provision confined to financial products and services [4]?
3. Reading clause 14.3 with the fixed-price and "reviewed annually by agreement" provisions, what does the clause permit, and what does "market conditions materially change" require before the variation power can be used [29]?
4. What would a court weigh in deciding whether clause 14.3 is unfair under the Competition and Consumer Act 2010 s 24, including transparency, the contract as a whole and the presumption about legitimate interests [1]?
5. What goes into whether the supplier's conduct could be unconscionable under s 21, by reference to the s 22 matters, including bargaining strength, the unilateral variation right, disclosure and good faith [2,3]?
6. If I refuse the new price or payment terms, what are the contractual consequences, and could any conduct by either side amount to repudiation, renunciation or an election that affects later options [24]?
7. If the pricing mechanism were to fail or be treated as void, how would the Sale of Goods Act 1923 "reasonable price" provision operate, and what do the concurrent conditions of payment and delivery require of each side [5,6]?
8. Does the services-contract unfair-terms regime under the Fair Work Act 2009, or the unsolicited consumer agreement provisions, have any application to an agreement of this kind [14,17,26]?
9. What would I need to gather about the supplier's input costs, market conditions, my employee count, turnover and upfront price, and the cafe contracts, to support or test each of these questions [3,4]?
10. Which forum (negotiation, a regulator, a tribunal or a court) fits this kind of claim, what are the current fees, and what would a response to the supplier's letter need to address [9]?

## 08 Free help

- LawAccess NSW (free legal information and referral).
- Legal Aid NSW.
- Community legal centres in NSW.
- NSW Small Business Commissioner.
- NSW Fair Trading.
- Australian Competition and Consumer Commission.
- NSW Civil and Administrative Tribunal.

## 09 Your documents

No documents were supplied. The documents that would most help are:

1. The full signed supply agreement, in particular clause 14.3 and the fixed-price and annual-review provisions, the notice and definitions clauses, and any governing law clause.
2. The supplier's letter of 15 October 2026 relying on clause 14.3, with its delivery details and stated effective date.
3. The eleven fixed-price cafe customer contracts and the two alternative supplier quotes, including onboarding lead times.

## 10 If this goes to the Fair Work Commission

If this goes to the Fair Work Commission: since 20 October 2026 the Commission requires anyone who uses generative AI to help prepare a document they lodge to say so in that document, say how it was used, and confirm they have checked every fact, case and law it relies on. Witness statements must be in the witness's own words. Its guidance note sets out the full requirements.

If you use anything from this pack in a document you lodge, a statement along these lines, completed and true, would go in the document:

- "I used generative AI (Atuny) to organise my facts and to find the legislation that may apply. I have checked every fact, case and provision referred to in this document against its source and confirm it is accurate."

## 11 The law relied on

**CITATION CHECK**
22 of 22 citations were matched to the source text, after correcting the ones the first check flagged.

| | | |
|---|---|---|
| 1 | **Competition and Consumer Act 2010 s 24**<br>Meaning of unfair | Compilation 2026-09-16 (C2026C00405) |
| 2 | **Competition and Consumer Act 2010 s 21**<br>Unconscionable conduct in connection with goods or services | Compilation 2026-09-16 (C2026C00405) |
| 3 | **Competition and Consumer Act 2010 s 22**<br>Matters the court may have regard to for the purposes of section 21 | Compilation 2026-09-16 (C2026C00405) |
| 4 | **Australian Securities and Investments Commission Act 2001 s 12BF**<br>Unfair terms of consumer contracts and small business contracts | Compilation 2026-09-19 (C2026C00429) |
| 5 | **Sale of Goods Act 1923 s 31**<br>Payment and delivery are concurrent conditions | nsw_legislation:2012-01-30/act-1923-001. static consolidated edition; no live register for this jurisdiction, verify later amendments before relying |
| 6 | **Sale of Goods Act 1923 s 13**<br>Ascertainment of price | nsw_legislation:2012-01-30/act-1923-001. static consolidated edition; no live register for this jurisdiction, verify later amendments before relying |
| 7 | **Sale of Goods Act 1923 s 30**<br>Duties of seller and buyer | nsw_legislation:2012-01-30/act-1923-001. static consolidated edition; no live register for this jurisdiction, verify later amendments before relying |

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|---|---|---|
| 8 | **Competition and Consumer Act 2010 s 20**<br>Unconscionable conduct within the meaning of the unwritten law | Compilation 2026-09-16 (C2026C00405) |
| 9 | **Fair Trading Act 1987 s 71**<br>Declarations by Supreme Court concerning unfair contract terms | nsw_legislation:2024-08-20/act-1987-068. static consolidated edition; no live register for this jurisdiction, verify later amendments before relying |
| 10 | **Motor Dealers and Repairers Act 2013 s 142**<br>Unfair contracts | nsw_legislation:2024-08-20/act-2013-107. static consolidated edition; no live register for this jurisdiction, verify later amendments before relying |
| 14 | **Fair Work Act 2009 s 536NB**<br>Matters to be considered in deciding whether a term of a services contract is an unfair contract term | Compilation 2026-07-07 (C2026C00355) |
| 15 | **Competition and Consumer Act 2010 s 179**<br>Prohibition on supplies etc. | Compilation 2026-09-16 (C2026C00405) |
| 17 | **Fair Work Act 2009 s 536N**<br>Object of Part | Compilation 2026-07-07 (C2026C00355) |
| 19 | **Sale of Goods Act 1923 s 6**<br>Sale and agreement to sell | nsw_legislation:2012-01-30/act-1923-001. static consolidated edition; no live register for this jurisdiction, verify later amendments before relying |
| 21 | **Fair Trading Act 1987 s 17**<br>Unfair contract terms | nsw_legislation:2024-08-20/act-1987-068. static consolidated edition; no live register for this jurisdiction, verify later amendments before relying |
| 22 | **Competition and Consumer Act 2010 s 178**<br>Obligations of suppliers on termination | Compilation 2026-09-16 (C2026C00405) |
| 24 | **Khattar v Hills Shoppingtown Pty Ltd (subject to a Deed of Company Arrangement) [2022] NSWSC 363**<br>Khattar v Hills Shoppingtown Pty Ltd (subject to a Deed of Company Arrangement) [2022] NSWSC 363 | judgment Khattar v Hills Shoppingtown Pty Ltd (subject to a Deed of Company Arrangement) [2022] NSWSC 363 (2022-03-30). case law, NOT citator-checked; verify it has not been appealed, overturned or distinguished before relying |
| 25 | **Competition and Consumer Act 2010 s 77**<br>Liability of suppliers for contraventions by dealers | Compilation 2026-09-16 (C2026C00405) |
| 26 | **Competition and Consumer Act 2010 s 86**<br>Prohibition on supplies etc. | Compilation 2026-09-16 (C2026C00405) |
| 27 | **Sale of Goods Act 1923 s 20**<br>Sale by sample | nsw_legislation:2012-01-30/act-1923-001. static consolidated edition; no live register for this jurisdiction, verify later amendments before relying |
| 29 | **P Ward v Civil and Civic [1999] NSWSC 727**<br>P Ward v Civil and Civic [1999] NSWSC 727 | judgment P Ward v Civil and Civic [1999] NSWSC 727 (1999-08-03). case law, NOT citator-checked; verify it has not been appealed, overturned or distinguished before relying |
| 30 | **Fair Trading Act 1987 s 47A**<br>Disclosure of prejudicial terms relating to supply of goods or services | nsw_legislation:2024-08-20/act-1987-068. static consolidated edition; no live register for this jurisdiction, verify later amendments before relying |

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