TICKET SCALPING BILL 2018

Consideration in Detail

Resumed from 19 June.

Clause 8: Supply of tickets not to be made contingent on other purchases —

Debate was adjourned after the clause had been partly considered.

Mr P.A. KATSAMBANIS: When we last debated this bill, we were considering clause 8(1), which makes it clear that suppliers of tickets cannot make a ticket available contingent on the purchase of any other service or bundled up in any other service. Subclause (2) creates a carve-out from that provision. It states —

> (2) Subsection (1) does not apply to the supply of a ticket under —
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> (a) an agreement that has been authorised by the event organiser for the relevant event; or
>
> (b) any other agreement of a kind prescribed by the regulations.

This relates to when people putting on an event are happy to provide some tickets for sale to the general public and sell other tickets in various other ways, sometimes bundled up with entertainment or travel. When events are held at Optus Stadium, in particular, a portion of tickets are sometimes reserved for sale to potential interstate visitors so they can travel. That is a very well accepted way of allowing people running an event to maximise their return. As the Attorney General; Minister for Commerce pointed out, it is a free enterprise, it is their event and they can do what they want with it.

The AFL grand final is always very popular with Western Australians. It gets annoying when the only tickets people can buy are very expensive. We question the value of the added-on entertainment. People do not pay for the value of the ticket plus the entertainment. That agreement is open to the people who run that event. The same is happening this coming weekend with the State of Origin. A lot of people are coming over on organised packages, which perhaps includes their flights, accommodation, entertainment and the ticket. They have probably paid a good premium that is split between the people supplying the entertainment and the organisers of the event, the National Rugby League, the mob that Peter Beattie is chairman of. That is legitimate. That is well understood.

Two issues arise. First, the term "event organiser" is included in clause 8(2). As we discussed, event organisers could be different people in a contract compared with the people who are deemed to be event organisers under this bill. I seek clarity from the minister. Is the event organiser deemed to be the event organiser by application of the definition in clause 3, or what will become section 3 of the Ticket Scalping Act, or is it an event organiser who is stipulated in a contract between various parties separate from the operation of the act? Second—perhaps the minister can answer the two questions together, for brevity—what other agreements are contemplated to be prescribed by the regulations?

Mr J.R. QUIGLEY: I thank the member for the question. An event organiser will be that person or body designated to be such by the definition contained in clause 3 on page 3 of the bill. That clears that up. As the member said, in a free economy, it is open to the event organiser to make the purchase of tickets contingent on the whole package. That is up to the event organiser if that is how they want to sell their tickets. We included this provision because it also promotes tourism, which we know the member for Vasse is very interested in.

The second question asked what other events this relates to.

Mr P.A. Katsambanis: No, agreements.

Mr J.R. QUIGLEY: The member asked what other agreements will be prescribed by regulation. The other agreements that we contemplate will be prescribed by regulation relate to fundraising or charity events that seek to raise funds for a charitable purpose or for a sporting club or some such thing—a fundraiser—when they can make the condition of coming along to see Kevin Bloody Wilson conditional upon —

Mr P.A. Katsambanis: Down at the Marmion Angling and Aquatic Club.

Mr J.R. QUIGLEY: — yes—buying a $200 dinner. Ticket purchasers cannot see him unless they buy the $200 dinner. They get a plate worth $50 and the sellers raise $150. It is contemplated that those sorts of events are proven to be "regulation upon application" fundraising events.

Mr P.A. KATSAMBANIS: That clarifies the situation. It is quite clear that whoever the event organiser is deemed to be, under this bill, basically the person who has the contractual arrangement with the ticket—the authorised ticket seller—would have to approve any agreement to supply tickets in this manner so the people putting on events are on notice. They know that is the case. That is the beauty of consideration in detail; we can get that information out there at the start so there are no issues later. I thank the Attorney General for clarifying that.

Clause put and passed.

Clause 9: Prohibited advertisements —

Mr P.A. KATSAMBANIS: Obviously, it is quite clear that advertisements need to be prohibited if they are not going to be part of the regime that is stipulated under this bill. That is the primary way that people find these tickets. Scalpers advertise and people who want to go to an event buy them. There are two subclauses in this clause. Subclause (1) states —

> A ticket resale advertisement must not specify an amount for the sale of the ticket that is more than 110% of the original ticket price.

That is pretty clear. Someone cannot put out an advertisement saying, "Here is a $100 ticket; you can buy it for $200" because that is not permitted under the bill. It will not be permitted under the new act when it comes into force, so we cannot have those advertisements. Subclause (2) states —

> A ticket resale advertisement must specify —
>
> (a) the original ticket price; and
>
> (b) details of the location from which the ticket holder is authorised to view the event (including, for example, any bay number, row number and seat number for the ticket).

That is pretty prescriptive. I do not have a problem with that because it provides clarity for the consumer. They know what they are getting. Sellers cannot organise a ticket that is in the mosh pit and buyers end up right at the back of the grandstand needing binoculars to see the event. I do not have any problem with that. I do not think it will be a problem for people who run advertisements generally as part of their business either. The editor of *The West Australian* will instruct his sales staff of the rules that apply. As we know, and as the minister said yesterday in consideration in detail, people buy their tickets from various places nowadays, such as Gumtree—I have never used Gumtree—Facebook and various other sources. How would this apply to an innocent third party? I will give an actual example. The Western Australian branch of Collingwood Supporters has a Facebook page. People can go on there and talk about Collingwood if they like. Someone might go on there one day and say, "I have a spare ticket to the West Coast Eagles versus Collingwood match at Optus Stadium in July. If you want to buy it, contact me; send me a message." That is all well and good. Someone who wants to go to that event sees that and contacts this person, and they are told, "It's a $50 ticket but I need $100 for it", which clearly will be outside the realms of the new act, once it is introduced. That is a hypothetical example of something happening in July. The minister may say that the act might not be in force then—fair enough; that is true—but using it as a more hypothetical example, what would happen to the person who runs that Facebook site? Technically, they would be in breach, but all they did was offer a forum for people to talk. They were not offering a forum specifically for advertisements. We know that in today's modern environment people can place a message that could make the operator of that website liable—I know the people who operate that specific Facebook site; they are good people—either for penalties or taking specific action. How would we deal with those circumstances in relation to clause 9?

Mr J.R. QUIGLEY: With the greatest respect, I suggest that we save that debate until clause 10, in which there are defences and exceptions to the offence of prohibition that is in clause 9. Clause 9 provides that a ticket resale advertisement must not be more than 110 per cent—we are clear on that. The ticket resale advertisement must specify the original ticket price. That is necessary so that we can see whether it is 110 per cent. The row and seat number is necessary because someone does not want to be flogged a seat sitting behind a concrete column!

Mr P.A. Katsambanis: How do you deal with a person who is seven foot tall?

Mr J.R. QUIGLEY: The questions that the member has asked are really all covered —

Mr P.A. Katsambanis: Let's cover clauses 9 and 10 together.

Mr J.R. QUIGLEY: If we pass clause 9, we can go to 10 and deal with the defences because they are all covered in there.

Mr P.A. Katsambanis: All right.

Mr J.R. QUIGLEY: I move that clause 9 be put.

Clause put and passed.

Clause 10: Ticket resale advertising —

Mr P.A. KATSAMBANIS: As the minister said, we can move on to clause 10, which is the penalty and defence section to clause 9. This is where the rub is: I refer to *The West Australian*'s advertising section. That is fine and good—it is a big advertising department. This will not be the only act in Western Australia or in Australia that stipulates restrictions on advertising. Generally, the advertising agents know what can and cannot be accepted, from many perspectives. However, for a mum and dad at home running a Facebook site, under the definition of "advertising publication"—we discussed this definition quite a while ago—all that is needed is —

> … website, on-line facility, newspaper, magazine … containing advertisements to which members of the public have access (whether or not a member of the public is first required to pay a fee or subscription, register or become a member);

The definition is very broad. It does not have to be a publication that accepts and runs advertisements for profit; it is simply a website that contains an advertisement.

Utilising my earlier example, if a mum or dad in the suburbs is operating a Facebook site, supporting a particular cause—it could be a band fan page, a sporting fan page or whatever—some member of the public could go on there and say, "I have a ticket to sell; contact me." It does not include the original ticket price or the location of the ticket, and it does not specify an amount. It does not say, "I'm limiting it to 110 per cent." The owner of that Facebook site, based on the operation of the definition of "advertising publication" and the operation of clauses 9 and 10, is liable to a penalty. They will be served with either a summons or an infringement notice. Yes, they have defences—we discussed them a few weeks ago—but defences require them to roll up to a court, in most cases hire legal counsel, take time off, and spend that time prosecuting their case. Is this not a little heavy-handed for people who have done nothing wrong except have simply been caught up by a nefarious person? They have to roll up to court to defend themselves—is there any flexibility for people in those circumstances not to be charged in the first place?

Mr J.R. QUIGLEY: The answer to that is yes. Perhaps I put the wrong emphasis on clause 9, "Prohibited advertisements". It states what an advertisement must contain. It cannot be more than 110 per cent and it must specify the original ticket price and the location of the seat. The actual offence and penalty is prescribed in clause 10. It states —

> (1) The owner of an advertising publication —

We are dealing with the owners of advertising publications in this particular offence —

> must ensure that no prohibited advertisement is published in the publication.

This is not just the person who sells the ticket; the owner of the publication must not allow a prohibited advertisement to be published in his or her publication. This offence attracts a penalty of $20 000. The bill then sets out four defences for the publisher. The first offence in this clause is —

> (a) the advertisement was received by the person charged, or by a person acting on that person's behalf, in the ordinary course of carrying on the business or undertaking associated with the advertising publication …

If *The West Australian*, in the ordinary course of its business, received an advertisement that was —

Mr J.E. McGrath: It does not run it. Most of these are online.

Mr J.R. QUIGLEY: No; I am just giving this as an example—if it is received in the ordinary course of the business of an advertising publication associated with the advertising. At clause 10(2), the next stage is —

> (b) the agreement relating to the publication of the advertisement between the person charged and the person placing the advertisement was subject to terms or conditions prohibiting the publication of prohibited advertisements …

The publisher has the conditions of advertising on the site; he will not know the terms and conditions of every advertisement, but that would not be the publication of an unlawful advertisement. He has put the person on notice. The clause continues —

> (c) the person charged, or a person responsible for managing the advertising publication on that person's behalf, as soon as practicable after becoming aware that the prohibited advertisement had been published in the publication, took reasonable steps to ensure that the advertisement was removed from the publication; and
>
> (d) the person charged took such other steps as were reasonable in the circumstances to ensure that no prohibited advertisement was published in the publication.

This does not deal with individuals selling; it deals with the owners of advertising publications. In the case the member cited, it would be Mr Zuckerberg or Facebook Ltd or whatever it is. That is the owner of the publication. Facebook does not do the posting; it receives the advertisements. This clause is to do with the advertising of resale tickets and provides that the publisher of the advertisement commits an offence unless he protects himself by clause 10(2)(a), (b), (c) and (d). I will repeat them. The advertisement was received in the normal course of business; it was subject to terms and conditions that they would not publish unlawful material; the person charged or responsible, as soon as practicable after realising the advertisement was unlawful, took steps to take it down; and the person charged took such other steps as were reasonable in the circumstances to ensure that no prohibited advertisement was published in the publication

Mr J.E. McGRATH: I would like to hear more from the minister because what he is saying is very interesting.

Mr J.R. QUIGLEY: Thank you member. In further debate on clause 10, I invite members to keep focused on this: this clause is not aimed at the ticket reseller; this clause is aimed at the advertising publication, saying, "You shouldn't be carrying these advertisements, and the penalty is $20 000 if you carry the advertisements, but there are four conditions, and if you have met those four conditions, Mr advertiser, you won't be held liable." I will go through them again quickly. In the ordinary course of business; it was subject to terms and conditions whereby a person would not be placing an unlawful advertisement; the person responsible for the publication took reasonable steps to remove the advertisement once becoming alert that it was unlawful; and the person took such other steps as were reasonable to make sure it was not there. That then protects the advertiser. I repeat: clause 10 does not deal with the scalper; it deals with the advertising medium that the scalper uses to advertise.

Mr P.A. KATSAMBANIS: It is one defence with four parts.

Mr J.R. Quigley: That is right; I said "and".

Mr P.A. KATSAMBANIS: They are all linked with "and". Of course, this deals with the person who runs the advertisement. However, we were not discussing an advertisement that is accepted by Facebook, Mr Zuckerberg and those people; we were discussing a situation in which someone has established a Facebook site. Unless the general law of Australia has been twisted on its head, I imagine that in the ordinary course of events, the person who has established that site—it could be the minister; it could be me; it could be anyone—would be deemed to be the owner of the advertising publication under this legislation. It is those people I am worried about. I do not care about Mr Zuckerberg. He has all the systems, all the knowledge, all the smart people and all the smart bots in the world to deal with him. What if someone has a Facebook site and some other third party—another member of the public—says, "I have some tickets. Who wants them?" Will that person who is running that site be subject to this? Will they have to roll up to court and argue these defences? If they do, I argue that, at the very least, clause 10(2)(b) would not apply to them, and possibly paragraph (a) would not apply to them either. Those defences would not even apply to those people. Irrespective, would those people be charged in the first place? Otherwise, it seems like a pointless exercise to charge someone who was, effectively, an innocent third party whose page was used as a medium by a scalper. What protection do those people have from being prosecuted and then forced to go to court and run these defences with the risk of a penalty of up to $20 000?

Mr J.R. QUIGLEY: It is unimaginable that the staff of the Department of Mines, Industry Regulation and Safety would make such a fundamental error of incorrectly charging one of those persons. First of all, we have to go back to the definition in clause 3 of the bill. It provides —

> ***advertising publication*** means any website, on-line facility, newspaper, magazine or other publication or service containing advertisements to which members of the public have access …

That is whether or not the member of the public has to pay for the access. That refers to any site on the web. Now we go back to clause 10, which provides —

> The owner of an advertising publication —

We have already decided what an advertising publication is—any site on the web. The clause states —

> The owner of an advertising publication must ensure that no prohibited —

What is the owner of an advertising publication? I go back to the definition in clause 3 again. It states —

> ***owner***, of an advertising publication, includes any person who carries on the business or undertaking of the advertising publication;

Mr P.A. Katsambanis: That is my point.

Mr J.R. QUIGLEY: A person running a page on Facebook could not fit within the definition of an owner of the advertising publication. It is not the owner of the advertising publication. The Facebook page of the mighty Yanchep Red Hawks might run a comment by one of the members, saying, "I've got tickets to Optus this weekend if anyone wants to buy them from me." The Red Hawks are not the owner of the advertising publication. They would be posting on a publication, which fits within the definition of an advertising publication. They would be posting on there but the Facebook page administrator does not own the advertising publication; it just posts on Facebook. That is why I say that Facebook is the owner of an advertising publication. Would Facebook be chased for carrying an advertisement? Good luck.

Mr J.E. McGrath: Minister, wouldn't the Red Hawks be responsible for taking an ad from one of their members and putting it on their site, which might lead to a contravention of this bill?

Mr J.R. QUIGLEY: The person who is selling the ticket is different from —

Mr J.E. McGrath: He or she will be caught up with.

Mr J.R. QUIGLEY: The seller will be, but we will not be able to prosecute —

Mr J.E. McGrath: The Red Hawks.

Mr J.R. QUIGLEY: — the Red Hawks because they do not own the advertising publication. If their member advertised on that site, "I have a ticket for resale, limited to 110 per cent", they would have to say what they originally paid for it and what row and seat number it is for. The bill will still catch those small-scale scalpers who are doing that, but we will not be able to punish the Red Hawks footy club because it does not own the advertising publication. Indeed, sites such as the Red Hawks page are open, so people can post their comments. We could not ping the club every time someone does that, and that is not the intention of the legislation. However, there is a culprit; there is someone saying that they are charging $250 for an Optus ticket.

Mr J.E. McGrath: That is whom you want to catch.

Mr J.R. QUIGLEY: That is whom we want to catch. Those cases in which individuals are selling two or three tickets on a Facebook page are the sorts of cases for which the government has designed the facility of an infringement notice.

Mr D.R. MICHAEL: Mr Acting Speaker, I would like to hear more from the Minister for Commerce.

Mr J.R. QUIGLEY: We do not want to drag people away from work or whatever they are doing in Malaga and back into court on a summons for scalping two family seats at Optus Stadium. An officer will investigate it and write out the appropriate infringement notice.

Mr P.A. KATSAMBANIS: I appreciate that clarification and I appreciate that the minister has put on the record that he does not believe that the administrator or operator of a Facebook page or any other type of publicly accessible online facility would not be deemed to be the owner of the advertising publication but with this legislation. Absent the explanation that the minister has just put on the record, which will help any court in the future and also help the bureaucrats in dealing with this, I argue strongly that they would have been caught, because the clause states —

> ***owner,*** of an advertising publication, includes any person who carries on the business or undertaking of the advertising publication;

It is not of advertising or of running it, but "of the advertising publication". They are carrying out the undertaking, they are running the site, and it falls into "advertising publication". Absent that explanation, I believe they would have been caught. Now we have that on the record. It is valuable information that we can glean from the consideration in detail stage, but it goes to prove once more that the passage of this bill will mean that people who try to do the right thing need to start taking action to protect themselves. They will need to publish notices saying, "Please do not run any advertisements on this website." They are public access websites. They are not controlling it; they are not acting as a gatekeeper. They can get to it only after the event. People will have to have statements on their page: "Please do not run advertisements that are prohibited". I think that would probably cover it and perhaps the terms of Facebook itself might provide them some coverage. However, if someone in Western Australia who runs a Facebook site is whacked with a summons, I am not sure that asking Mr Zuckerberg to come to their defence will work too often. I raise these issues so that the public has clarity on this matter. I am glad the minister indicated that the intention of this legislation is not to catch the innocent people who are trying to do the right thing by supporting their local footy club or a band they enjoy. We will see how this provision goes in practice. I welcome what the minister has put on the record about that.

Mr J.R. QUIGLEY: For the edification of the chamber, I draw the member's attention to the fact that clause 10 is a straight lift from the New South Wales clause.

Mr P.A. Katsambanis: That is my concern, because it has not been tested.

Mr J.R. QUIGLEY: The New South Wales department published a fact sheet, and our department intends to do the same. The fact sheet states —

> Fair Trading offers the following guidance for some other reasonable steps publication owners can consider taking to help prevent prohibited advertisements from being published:
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> - conducting regular compliance checks on the advertisements published
> - manually checking every advertisement submitted for publication before it is listed on the website
> - tracking suspected or known non-compliant users to restrict or prevent their activity on the website
> - engagement with event organisers or other parties to determine official original cost prices for certain tickets, and 'hard-coding' this information into the website …

An education program that we spoke about yesterday will encompass this very issue of club advertisements.

Clause put and passed.

Clause 11: Prohibited conduct in relation to the use of ticketing websites —

Mr P.A. KATSAMBANIS: This is a standalone clause in part 3 on the online purchase of tickets and is effectively the clause that bans the use of bots to circumvent the security measures put in place by ticket sellers, obviously in agreement with their various partners. The agreements may be different. Ticketmaster may restrict the purchase to 10 tickets, but in a transaction for an AFL match, it might be restricted to only four tickets or to as many as are wanted but with each corresponding to a membership number, or whatever the case may be. That is fair enough. It is open to the organisers and the ticket sellers to come to those agreements. Clause 11(2) states —

> A person must not use any software to enable or assist the person to circumvent the security measures of a website to purchase tickets in contravention of the published terms of use of the website.

The fine is $100 000, and I think that is fair. The real evil here is not Johnny down the pub flogging a ticket that he cannot use to a mate and the mate buys him a few drinks that are more than 110 per cent of the value of the ticket—especially if they are at one of those places that charges a fortune for drinks—but the people who use electronic systems bots, or electronic robots, that continually purchase tickets on a website in contravention of the security measures. That could include the security measures around credit card details, because these guys have funny ways of getting around them too. They spend all their lives looking at ways to circumvent these measures. The fine of up to $100 000 is good; I do not have a problem with that. However, a couple of questions arise. First, is there an intention to serve infringement notices for this offence as permitted under clause 14, or will the infringement notice be limited to the other offences we have already discussed?

Mr J.R. QUIGLEY: To limit the infringement notices for the offences we have already discussed, this is an offence of a different order. There will be no infringement notice for this; it will be by summons.

Mr P.A. KATSAMBANIS: Who is likely to be summonsed? If someone is sitting in a lounge room in Padbury doing this, I have no doubt whatsoever that the Department of Commerce will find them and will knock on their door and issue them with a summons. If they are doing the wrong thing, I have no problem with them being prosecuted under this clause. However, as we have seen in lots of media around this issue and as we have discussed already at the consideration in detail stage, those operators are often in other places. They might be registered in Switzerland but their staff operate out of all sorts of interesting and exotic nations where Western Australia and Australia generally do not have an ability to enforce our laws—for example, Ukraine, Russia, Azerbaijan and all sorts of places from which we see regular hits in an attempt to breach internet protocols and internet security. We know that these people are operating in these places. They target Australia because it is a wealthy market and they target it in the area that people love, attending events, because that is where the money is. Australians love attending events. We are trying to protect people so that they can get to events for a reasonable price. How does the minister propose the department will track down, shut down—which is just as important—and prosecute people who are acting not here in Western Australia or across Australia, but in places in which we do not have great reach?

Mr J.R. QUIGLEY: As I said yesterday, the enforcement of our laws overseas is within our jurisdiction or reach if it has sufficient connection with an offence in Western Australia. No-one shies away from the difficulty involved. Not even the United States of America can keep its power grid computers secure from dedicated Russian cyber units. We know from recent articles that America has done the same back, and planted programs in the Russian power grid. That just demonstrates that where there is a will with overseas computers, there is a way. However, we have prescribed a very serious penalty and in cases in which people who are overseas offend, they will be summonsed. I do not shy away from the fact that enforcement will be challenging, as we will witness—I mentioned this yesterday—in the enforcement proceedings against Viagogo for what will be a massive fine in the Federal Court. The answer to all this does not lie solely with the government; it has to work with industry and the sector. We have done our bit. We have prescribed the law that it is unlawful to use technology to get around security measures that prevent people from buying more than X number of seats on one credit card and the like. We look to industry to implement its own security measures. Each of us in the chamber knows that a lot of sites use grids that people have to tap on to indicate which box has a crosswalk or a traffic light sign. It reads, “I am a human” underneath.

Mr F.M. Logan: I’m not a robot.

Mr J.R. QUIGLEY: I am putting so much legislation through, member, I feel like one!

Ms R. Saffioti: It’s amazing how you get it drafted!

Mr J.R. QUIGLEY: Cabinet members are having a go at me because they think that I have got the inside running because the Parliamentary Counsel’s Office is my agency, but it is not true.

Ms R. Saffioti: There’s no evidence to support that whatsoever!

Mr P.A. Katsambanis: If he had the inside running, he would have got a lot more resources for the Parliamentary Counsel's Office and he wouldn't have the logjam that he's got.

Mr J.R. QUIGLEY: I am having that out with the Treasurer.

To cut back to the chase, it says, "I'm not a robot". We are looking to industry to do its bit as well. It cannot all be within the gift of government. Government is partnering with the industry. As I have said before, concert promoters do not want to see the public ripped off at their events and performers do not want their fans to be ripped off when they send a great wad of money to Viagogo in Switzerland. They want their loyal fan base to get value for money. We have to do this with industry. Our best dip has been to prescribe a massive penalty, and $100 000 is a large penalty for running a program to get around the security measures that concert promoters and event organisers put in place. Additional to that $100 000 penalty, people run bots to get tickets to resell and, as I mentioned yesterday, each event of resale incurs a discrete penalty of $20 000. The government is doing as much as it can and we will pursue these people. It is not perfect, and we look to industry to come up with other solutions, which it is doing.

Mr P.A. KATSAMBANIS: I welcome the minister's response to this. That is the nub of clause 11(3). It is really a best endeavours clause. We want to stop this. We know that we cannot stop it alone. I also welcome the minister's comments about industry stepping up. During my second reading contribution, I spent a bit of time talking about the need for industry to step up to the plate. It can fix this and it can fix it better than any government can. Also in my second reading contribution—it was so long ago, I am trying to remember whether I did say it or whether I think I said it—I lauded the AFL for moving last year's grand final tickets back to a paper-based ticket, a real ticket, not one that is emailed to people to either print at home and use or print at home many times and try to sell. As we heard yesterday when the minister referred to figures that reflect the misuse of tickets at various events in Perth, people also try to move the PDF around multiple times. In one case—I do not remember which event it was; I think it might have been the Eminem concert, but whichever concert it was—six groups of people rolled up ostensibly with the same ticket for the same seat in the same row at the same event on the same day. The bad guys do not sell a ticket once; they sell it many times. They do not care whether people get into an event; all they care about is making more money illegally. There are things that industry can do. It has tried to make it easy for people, but the ease of use of tickets and the ease of production of tickets have made it easy for people of nefarious ways to rip off the public. I welcome the minister's comments and, like him, I see the difficulties in actually applying this provision. It will not be a panacea, but hopefully, as industry wises up, and if the current Australian Competition and Consumer Commission Federal Court action is successful, it will deter these people in the future and give members of the Western Australian public more certainty that they will get onto an actual ticket seller's website on the day that tickets are sold and be able to buy tickets, because they will not have been scooped up by bots and the people who sell them through Viagogo and other means at inflated prices.

Clause put and passed.

Clause 12: Functions of Commissioner —

Mr P.A. KATSAMBANIS: We can quickly wrap up the clauses in part 4. Clause 12 refers to the functions of the commissioner. The minister has already discussed the functions and intention of an advertising campaign, an educational campaign and the like. All I want to know is whether the commissioner will undertake these functions within the existing budget or will additional resources need to be allocated; and, if so, what resources will need to be allocated?

Mr J.R. QUIGLEY: I have to tell the member that when the Premier rang me and asked whether I would take over the commerce portfolio, I did not realise how big the department was. But I went to the department at William Street, which occupies two or three floors of a big building above the railway station, and then I went to Cannington, and it has masses of offices out there. I met all the staff in groups; it is a very big department. I am assured by the department that it will be able to monitor this within its existing resources. A lot of it will be screen time, with people at desks monitoring and trawling around events.

Mr P.A. Katsambanis: Like we did yesterday.

Mr J.R. QUIGLEY: Yes; we looked at the Hugh Jackman one yesterday.

Staff have only to tap in one of those and up will come Viagogo. It is not as though they will have to walk the streets looking for advertisements; the majority will be online. Existing resources within the department are capable of monitoring that, and the department feels that within its existing budget it can enforce this legislation when it finds offences.

Clause put and passed.

Clause 13 put and passed.

Clause 14: Infringement notices and the *Criminal Procedure Act 2004* —

Mr P.A. KATSAMBANIS: Clause 14 is about the interrelationship between infringement notices and the Criminal Procedure Act 2004. We have discussed it at length in talking about the other clauses, so I will not go over the same old ground. The clause states —

> The infringement notice must be served within —
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> (a) 21 days after the day on which the authorised officer forms the opinion that there is sufficient evidence to support the allegation of the offence; and
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> (b) 6 months after the day on which the alleged offence is believed to have been committed.

Why was 21 days and six months chosen? The minister said that there are big offices on William Street and in Cannington, with lots of people available. Is this unfairly fettering our authorities in serving these infringement notices? For instance, 21 days seems a little odd; 28 days seems a more commonly used figure across our system. Why six months rather than nine or 12 months?

Mr J.R. QUIGLEY: That is a fair question. I did not know the answer, but I am informed of a very good answer.

Mr P.A. Katsambanis: That's because it came from the officers.

Mr J.R. QUIGLEY: That is right. The good answer is that the member will remember that we tried to harmonise with Australian Consumer Law. Under Australian Consumer Law, infringement notices have the same 21-day and six-month limitations, so we wanted consistency across consumer law to get harmonisation. Otherwise, we would have an inspector saying, "For this offence I have to have it within this many days, and for that offence I have to have it within that many days", and offenders will escape because they will slip through the cracks. I am instructed that it is for consistency. That is a good policy.

Clause put and passed.

Clause 15: Regulations —

Mr P.A. KATSAMBANIS: This is the regulation clause. We discussed it earlier when we first spoke about commencement, again from memory. Clause 15(2) states —

> The regulations may provide for offences against the regulations and prescribe penalties for those offences not exceeding a fine of $5 000.

What types of offences does the minister foresee would be prescribed under the regulations, and could any of those fines be dealt with by infringement notice rather than by a summons?

Mr J.R. QUIGLEY: Because this is such a new and developing area, we did not know whether there was any conduct that we had not yet thought about that should be deterred. We think we have covered the field in the legislation. The member will recall that in the offence provisions, the penalty is $20 000. We have put in an empowering provision so that if we find some conduct that does not strictly fall within the legislation but ought to be deterred, and that falls within the matrix of this bill, a regulation can be promulgated prescribing that. However, it would have to be a much more lesser type of misconduct and limited to a $5 000 fine and, commensurately, an infringement notice of not more than 20 per cent of that, which would make it up to $1 000. I cannot say or identify now any such conduct or it would have been in the bill. Because we and New South Wales are dealing with such a new area, we have both included it. If we see some conduct, I would liaise with the ministers in other states to say, "We have seen this little glitch; we think it should be banned", and we could draw a regulation and take it to the other place without having to bring the whole act back for amendment. It is for more minor matters as reflected by the penalty, which is only 25 per cent of the normal penalty in the act.

Clause put and passed.

Clause 16 put and passed.

Clause 17: Transitional provision —

Mr P.A. KATSAMBANIS: Anyone still tuned in would be glad to know that this is the last clause of the bill. Clause 17 in part 5 states —

> This Act does not apply to a ticket purchased from an authorised ticket seller before the day on which Part 2 comes into operation.

That is fair enough, because authorised ticket sellers will have to do certain things introduced by part 2 and they cannot be held responsible for not doing them before the part comes into operation. But it begs the obvious question: does the act apply to a ticket purchased from anyone else other than the authorised ticket seller before the day on which part 2 comes into operation? This question is not asked glibly. Some event tickets are sold way in advance—15 or 16 months in advance. I remember I bought a ticket to see the Guns N' Roses reunion concert that was held in Subiaco during the 2017 election campaign. I took a night off from campaigning to see it, but I had purchased the ticket in either late 2015 or very early 2016. Of course, as the minister can see, that time allows

bots to buy up tickets and for Viagogo and the like to sell tickets way ahead of the actual event. The ticket purchased from an authorised reseller would not be subject to this bill if anyone rolls up to it, which makes sense because its noncompliance with this legislation would be technical. It did not do the things that this bill asks it to now do, but it was the authorised ticket seller. That is fair enough; I accept that. But is it intended for the bill to apply, once it is in power, at the moment when a ticket is used to gain entry to an event, irrespective of whether that ticket was purchased before or after the bill came into force?

Mr J.R. QUIGLEY: No, not irrespective. We have to keep in mind that the legislation will cover the resale of tickets, not the initial sale of tickets. The whole scheme in the bill is about the 110 per cent et cetera, and the penalties if someone tries to sell a ticket for more than 110 per cent. This legislation will not apply to a ticket that was first purchased prior to the commencement of the act, so if the ticket is purchased now and the legislation gets through the Council next month or whenever and is promulgated, the ticket purchased will not be subject to the act; I can go out and sell it for a motza! The tickets that will be covered are those tickets that are first purchased after the commencement of the act. Their resale will be governed by the provisions of this legislation.

Mr P.A. KATSAMBANIS: I thank the minister for that important clarification and for the brevity; it has not been a difficult process, it has just been long. Right at the start of this process I offered the member for Mandurah, the Minister for Culture and the Arts, my spare ticket to the Metallica concert coming up in October, and he still has not told me yes or no! I do not intend to flog it for a "motza", as the Minister for Commerce said, if the Minister for Culture and the Arts does not take it up, but I can tell him that I do have another willing taker if he does not accept it, and that is the Leader of the National Party! So, Minister Templeman, that offer still stands, because I am a man of my word, but please give me a yes or no!

I thank the Minister for Commerce for this consideration in detail. I think it has been useful to clarify how the legislation is going to operate, and that is really important for the people out there who will be operating under it. I also thank his advisers, who have certainly added significantly to the process by informing the minister.

Mr P.J. RUNDLE: I would like to just make a short statement at the end. I think the member for Hillarys has done a comprehensive questioning. I have been listening to all of the answers and so forth. I am a little concerned with the fifth anniversary review under clause 16; I think that is a bit too far down the track.

Mr J.R. Quigley: We've already passed that clause.

The ACTING SPEAKER (Mr I.C. Blayney): We have not put clause 17 yet.

Mr J.R. Quigley: That was 16; clause 16 was passed.

The ACTING SPEAKER: Member, it would be best if you just made a short speech at the third reading stage rather than making your points here; that would be a better way to address it.

Clause put and passed.

Title put and passed.

Leave granted to proceed forthwith to third reading.

Third Reading

MR J.R. QUIGLEY (Butler — Minister for Commerce) [11.23 am]: I move —

That the bill be now read a third time.

MR P.A. KATSAMBANIS (Hillarys) [11.23 am]: I rise on third reading to speak about the Ticket Scalping Bill 2018 and to thank the minister and his staff for going through consideration in detail. I think the consideration that we have been through over three or four days over a number of weeks has been extremely useful in teasing out the operation of what will be a new act and a new regime in Western Australia. Hopefully, the information we have gleaned out of consideration in detail will reduce the likelihood of any litigation arising from the implementation of the act and make it clear to everyone what is and is not covered.

As I have consistently reiterated, in my contribution to the second reading debate and in consideration in detail, the Liberal Party supports consumers. We support consumers who want to go to an event being able to do so without having to worry about whether their ticket is valid, without having to pay exorbitant prices for a ticket, and without having to incur the double whammy of paying an exorbitant price to a scalper and then being denied entry. We support the principle of the legislation, and we are supportive of the legislation that is going through.

However, we want to highlight some of our issues and concerns. At the outset the previous minister made a policy decision that he would not accept the operation of third party ticket brokers, as the Victorian government has done in its legislation to give them a little carve-out within which they can operate in the same way as they have operated in the past. This minister took responsibility for the bill halfway through its passage; the previous minister made that policy decision, and that is fair enough. But during consideration in detail we determined that there were

a number of questions that remain up in the air. The definition of "advertising publication" is really extremely broad. It will apply to everyone from Mr Zuckerberg and his Facebook all the way through to people who might run a little fan site on Facebook or other social media platforms. It might even apply to the shopping centre noticeboard where people put up notices for sale of chests of drawers, tables, or spare tickets to semifinals or to the State of Origin, or whatever. It is a very broad definition. The obligation is quite onerous on the people who run any of these normal, day-to-day sites that would be deemed to be advertising publications under this legislation. The minister indicated that the department will issue some instructions on how people can protect themselves by making standard-form disclosures to deter others from using their site for nefarious purposes relating to ticket scalping.

We determined that the term "event organiser" can be confusing because there might be a cascading series of event organisers for different parts of an event. Obviously, there will be an event organiser deemed by this legislation, but it might not be the event organiser determined in a contract between a venue operator and a promoter, or even between a promoter and an act. That is understandable and it is not insurmountable, but it is quite clear that this legislation will deem someone to be the event organiser, and that is the person who organises the supply of tickets.

We determined that some tickets will fall outside this regime, and they are the tickets that do not go out for retail sale. It can often be a large chunk of tickets that are reserved either by the operator of the event, the person putting the event on, the promoter, the sporting or concert venue, or even the ticket seller. They may, by agreement, reserve some tickets, hold them back and never put them out for public sale. As the minister said a few weeks ago during consideration in detail, those tickets will not be subject to this regime, but to all the other best-intentioned provisions put in place by ticket sellers and the like. To use a practical example, if one of those tickets is bought by somebody as part of a package provided by a travel wholesaler for travel into Western Australia, that can be onsold, and it may be onsold in contravention of other contractual prohibitions and restrictions. It will not be caught under this legislation, unless that ticket had been offered for retail sale by the authorised ticket seller. That is made clear in the definition of "original ticket price" on page 3 of the bill. There are some tickets that will not be caught. I realise that it will be a small portion. They are the more expensive tickets, and people can deal with them in their own right.

In terms of the use of bots, everyone hates them. I hate them. All my friends who try to buy tickets, especially for a sought-after event, go online at 9.00 am and they are jammed out. They refresh and refresh and they use multiple browsers. I have known people to use their office computer, their phone and their iPad to try to get on. They each have a little story to tell. Perhaps the iPhone works quicker than the office or home computer. Each person comes up with their own little plan of attack. We want to limit that. We want to stop the nefarious scalping bots from going on and jamming the system, stopping legitimate consumers from purchasing legitimate tickets, and then, worse still, once they have scooped up all the tickets, offering them to consumers for an inflated price. As the minister and I have pointed out, that is a no-win situation. The artists—the people putting on the event—get ripped off, the consumer gets ripped off, and nobody wins, other than the scalper, who is acting for nefarious purposes. We want to stop that.

We spoke about the functions of the commissioner. Clearly, the minister has indicated that no additional resources are required. A lot of this work will be done online, by just hunting down who is offering these tickets. What has been interesting for me is that the Victorian regime is restricted to a smaller number of prescribed events. In Victoria, the nefarious sites, such as Viagogo and Gumtree, have either acted cooperatively or simply decided to not bother, because it is all too tough. People are not able to buy tickets to the prescribed events on Viagogo for an inflated price, or on Gumtree for that matter, because it is a small group of events. People in Victoria with knowledge in these things have said to me that that has perhaps happened because they know it is a small group of events and they can ratchet up their systems for it. The New South Wales legislation has not been in operation for that long but we have already seen some patterns and changes, which I think are for the better. The Western Australian legislation is largely modelled on the New South Wales legislation, as the minister kept pointing out. It is good to have more than one regime introducing very similar legislation. South Australia is going down the same path. It will be interesting to see how it works in practice.

I hope that once this bill becomes an act, it stays in place for a long time without the need for us to patch it up and make amendments. However, I fear that that hope will not be realised. It is not because this is badly drafted legislation or that the legislation has not contemplated what is going on in the marketplace, but because, as with so many things in the twenty-first century that rely on online activity, things change very quickly. Things come into place that we could not have contemplated even six months ago, let alone 12 or 24 months ago. That will be the same in the future. It is incumbent on the authorities who will be monitoring this—the officers of the department—to identify new trends. They should not lock themselves into a pattern of just enforcing this legislation, but should concentrate on what this legislation is here for, which is to stop ticket scalping. They should not religiously enforce the act, but should ring the alarm bell if the activity moves into an area that we had not contemplated, to alert the public and the government of the day so that we can all come together and again look at what changes need to be made to protect the public of Western Australia.

The Liberal Party, and the government also, has taken that consumer-first approach on ticket scalping. We want to protect the consumer. As the legislation begins to operate, I hope that the authorities implementing it in the department take that approach as well. If there are any gaps, identify them quickly. We do not want to end up with situations like that of our American visitors, who came to Perth and wanted the cultural experience of going to an AFL match. Those people bought tickets, bought all the gear as well in that case, rolled up to the gate and were not allowed entry because their tickets were clearly invalid. They had bought from a third party site, from scalpers. They were never going to be let into the stadium. That puts a bad taste in everybody's mouth. We do not want to be in a situation in which a grandchild buys tickets to a concert, the opera or the ballet for their grandparents for their anniversary or Christmas, and for those grandparents to roll up to the venue and be told that the tickets are invalid. We want people to be able to buy with certainty. We do not want people to be conned. We want them to be able to buy from the authorised seller's site and not be directed to a third party site, where the provenance and validity of the tickets cannot be determined.

We support the legislation. We think the process we have gone through in the consideration in detail stage has been a good one, but I do ring that alarm bell—that it is not realistic to expect this legislation to protect consumers forever and a day from being ripped off by nefarious ticket scalpers. In the future, something else will happen to replace the bots and the Viagogos, which will again put our consumers at risk. I hope that at that stage, we can all come together and plug those holes as well.

MR J.E. McGRATH (South Perth) [11.38 am]: I thank the minister for bringing the Ticket Scalping Bill 2018 to the Parliament. It is legislation that both sides have supported, but it has taken a long time to come before us. The main point I want to make is that I have never really had a problem if I wanted to get a ticket. If I really wanted to go to an event and it was going to cost me a bit more than what it would have cost if I had bought a ticket earlier, I would not mind paying a premium. If I wanted to go to an event and I could secure a ticket, I would not be unhappy about that. What I would be annoyed about is if I bought a ticket and found that it was void when I got to the gate. That is the biggest issue with this. I tried to buy a ticket for the grand final last year and was offered all these deals by the AFL. I think one was about $4 000 for a ticket, which would have got me lunch at Crown and a limousine down to the ground.

Mr P.J. Rundle: It shouldn't be a problem for you!

Mr J.E. McGRATH: It was not my sort of ticket. This happens in the real world. People out there make money from onselling tickets, and some of those tickets are not void. We heard some evidence from the minister about one event—it might have been a concert—for which someone had sold tickets on Gumtree. I think six couples turned up for the same two seats. That is terrible behaviour by the person who sold those tickets. We need to crack down on those people because they are gaming the system. I regard those people as pretty immoral. If I had a ticket for an event and I could not go, I would not want to make a profit out of it; I would sell it for the price I paid for it. There are people out there who will do this, and that is why they are called scalpers.

I have a couple of concerns. The minister mentioned to us during consideration in detail that some people who had problems at the gate of an event had bought tickets from Ticketmaster Resale, Viagogo or lower profile sites such as Gumtree and Facebook. If I bought a ticket from Ticketmaster, a reputable organisation, I would expect it to be a valid ticket.

As I said during my speech on the second reading, I went to New York a few years ago. I wanted to see the New York Yankees play. I bought a couple of tickets on StubHub. I was a bit reticent to do so. I asked a couple of people and they said that StubHub should be okay. I did not know. I was not sent the tickets online until a couple of days before the game. I was waiting nervously. Suddenly, I got the notification and I could print them off at the hotel. The tickets were fine. I would have paid a premium for the tickets. They might have been members' tickets that were offered to the Yankees for resale, which West Coast Eagles members do. I do not think Fremantle Dockers members do so because there are normally seats for their games.

Dr A.D. Buti interjected.

Mr J.E. McGRATH: When games were played at Subiaco Oval, people could not get an Eagles ticket but they could always get a Fremantle ticket.

Buying tickets online worked well for me then. I thought that was good. When tourists come to Perth and want to go to an event, there should be some means for them to get a ticket at the last minute. That is why we need these processes in place. I am just hoping that this legislation will clean up a lot of these things. Sometimes when we stay in a hotel, there is a concert on in that city. The concierge will arrange a couple of tickets. That is good. That is what tourism is all about. If people go to an Australian city, there is not much to do that night and a big event is on—a concert, a footy match or another sporting match—they should be able to get a ticket. The member for Nedlands was going to London this week but something happened and he was elevated to the position of Deputy Leader of

the Opposition. He had bought a couple of tickets online for a one-day game at Lord's. That is great that people can do that. We do not want this avenue for people to get tickets to disappear.

I was staggered by the number of people who turned up at events and found their tickets to be void. Even in a small city such as Perth, those numbers were quite disturbing. Hopefully this legislation will reduce the likelihood of that happening.

I also think there needs to be an education program. I think people need to be warned. Any site that offers these tickets should have some guarantee that the tickets it sells are valid, saying that if people buy tickets, they will get into the event. We need to give people that assurance. A lot of people—I have done it myself—look up the event, such as a title fight or whatever, and can see who has tickets on offer for that event. There should be something in the regulations requiring those onsellers to give a guarantee. If they cannot live up to that guarantee, they should pay a penalty. We do not want to see the consumer losing out. It is quite embarrassing. The minister said that some people turn up at the gate and they are so embarrassed that they have been scammed, they do not want to talk about it; they want to go away.

My friend John Bowler was in Sydney. He bought a couple of tickets to see *The Book of Mormon*. He was very happy that he had done so. I think the tickets cost about $90 each but there were charges of $30 on top. He got to the door and was told that they were not valid tickets because they had been onsold and there was a requirement that people could not onsell tickets for that event. He bought them from Viagogo. He did not get his money back. He ended up going to the movies. It is a very disappointing experience for people.

The people of Western Australia deserve to be looked after better. We need to put very strong measures in place to ensure that when we come back into this house in 12 months, the statistics that the minister mentioned during consideration in detail about the various venues, the number of people who have been scammed and the number of complaints will have reduced significantly, and, hopefully, that will be as a result of this legislation.

MR P.J. RUNDLE (Roe) [11.46 am]: I wish to make a few brief comments. I would like to note the heavy duty questioning from the member for Hillarys, which I think was excellent. It clarified a lot of issues that all of us probably have. The member certainly got to the bottom of quite a few issues. Firstly, I would like to say that I as an individual and also the Nationals WA support consumers, and we certainly support the Ticket Scalping Bill 2018. It has been a long time coming. It is good for the ticket buyers and the consumers of Western Australia. In Victoria and New South Wales, people can actually relax to some extent as they can buy their tickets without worrying about the overriding fear that they have bought a false ticket or that their ticket does not count. From that perspective, it is important that this legislation goes through. I do not know whether there will be some amendments in the upper house.

I heard the comments of the Minister for Commerce about Viagogo. There seems to be a mixed assortment of places of registration and location of offices et cetera—Geneva, the eastern states, the United States of America and Ukraine. I worry about whether the enforcement will occur. I know that the minister has spoken about the Australian Securities and Investments Commission, the Australian Competition and Consumer Commission and this case that is coming up in July. I look forward to seeing the result of that. I worry about the ability to enforce the legislation on this particular group. I hope we are successful. I hope the minister is successful in prosecuting and pinpointing the offenders.

I agree with the member for Hillarys. When we look at the likes of Ticketek, which releases a lot of tickets priced at $167.50 one day and then releases another lot another day at $422.15, that is almost a form of ticket scalping in itself. I believe that that needs to be looked at. It is really a form of price gouging–ticket scalping. Withholding tickets and releasing them again in another tranche is a form of that. I think that is also something the minister needs to look it. The minister talked about socialism and all of that, after the member for Hillarys raised it. To me, that is another form. I worry about enforcement. I certainly worry a little about the five-year review. We need to look at that earlier than five years. I would have thought three years would be more appropriate. It remains to be seen whether that amendment is moved in the upper house. I believe that five years for a review of enforcement and the operation of the act is probably a bit too far down the track.

Finally, for those 127 people who were turned away from the Hopman Cup and the likes of the American couple at the AFL grand final, I hope this legislation cleans up that sort of situation. As far as I am concerned, it is good for the consumer. It is good for all of us that we will be able to relax to some extent; that is, when we buy a ticket, we will know it is actually a genuine ticket.

When this legislation passes, I would like the minister to advertise it. It is important that WA consumers are made aware that this legislation has gone through and that the tickets they buy in future are genuine tickets. People will no longer have to worry about whether, when they go on Gumtree or some other site, they are buying a genuine ticket. I urge the minister to advertise this legislation when it has gone through to let the consumers of WA know that he has acted, that the legislation will be enforced and that it is there for all to see.

MR J.R. QUIGLEY (Butler — Minister for Commerce) [11.51 am] — in reply: The member for Hillarys is here; I was going to thank him for his contribution during the debate on the Ticket Scalping Bill 2018. I also thank the members for South Perth and Roe for their contributions. The five-year period is reasonable given this is a low-grade social problem. When I say "low-grade social problem", it is not a big criminal offence that we need to review in 12 months to see whether we have the setting right. We will see how this evolves.

I want to thank all members who have contributed to this debate. I particularly want to thank the people who were here to advise me on this bill and during its preparation stage. Karine Broux and Robyn Peterson represented the Department of Mines, Industry Regulation and Safety, which I am so honoured and proud to represent. DMIRS is a very good department. It has been an absolute honour to have been asked by the Premier to be the minister and to represent the department in this place. I would also like to thank Janis Carren from VenuesWest for her assistance during consideration in detail and in the preparation of the bill.

This is something that is not read about in the papers every day. During footy season there are complaints from committed fans who cannot gain entry other than via a scalper, who then rips them off. It is becoming a little more common that we see popping up in the press from time to time complaints from people who have turned up at venues, got all dolled up for the night out and gone to the gate only to find that their ticket is not valid; it is a resale ticket. It has also been very embarrassing on occasions for people who give expensive tickets away as birthday presents to get feedback from their mum and dad, "It was a dud ticket; we didn't get in!" It is an area of consumer protection that certainly needed addressing.

As I said during debate and consideration in detail, we have largely followed the New South Wales model. As far as I am concerned as the Minister for Commerce and Attorney General, although Western Australia does not have to slavishly follow other jurisdictions, when possible and reasonable, effecting harmonisation of our laws is an objective that I try to achieve. The Parliament would have seen me on previous occasions bringing in bills that reflect what is happening in other states so we can get harmony across our jurisdictions. In that regard, I have already foreshadowed that we will be bringing in a bill that brings us into the national legal profession, the national uniform evidence act, which is under drafting instructions at the Parliamentary Counsel's Office at the moment. I know the member for Hillarys is interested in that.

Mr P.A. Katsambanis: It makes me feel so old every time I hear about it!

Mr J.R. QUIGLEY: Yes. We will both be a little older by the time it passes, but we will get there.

I like to try to achieve harmony across the jurisdictions as far as possible so that retailers, resellers and the public moving around Australia or buying tickets in other jurisdictions will know what the law is. This has not yet been achieved. South Australia has followed the New South Wales model, so that is three states. Victoria may update theirs; we will see.

I thank all members for their assistance in the passage through this chamber of this rather important piece of consumer legislation.

Question put and passed.

Bill read a third time and transmitted to the Council.