



ANNO VICESIMO PRIMO

ELIZABETHAE II REGINAE

A.D. 1972

No. 68 of 1972

An Act to amend the Book Purchasers Protection Act, 1963-1964.

[Assented to 7th September, 1972]

BE IT ENACTED by the Governor of the State of South Australia, with the advice and consent of the Parliament thereof, as follows:

Short titles.

1. (1) This Act may be cited as the "Book Purchasers Protection Act Amendment Act, 1972".

(2) The Book Purchasers Protection Act, 1963-1964, as amended by this Act, may be cited as the "Book Purchasers Protection Act, 1963-1972".

(3) The Book Purchasers Protection Act, 1963-1964, is hereinafter referred to as "the principal Act".

Commencement of Act.

2. This Act shall come into operation on a day to be fixed by proclamation.

Enactment of s. 4a of principal Act—

3. The following section is enacted and inserted in the principal Act immediately after section 4 thereof:—

Confirmation clause to be printed above place for purchaser's signature.

4a. Every contract to which this Act applies made on or after the commencement of the Book Purchasers Protection Act Amendment Act, 1972, shall be unenforceable against the purchaser unless the words referred to in paragraph (c) of section 4 of this Act are printed immediately above the place provided for the signature of the purchaser and the purchaser has signed in that place.

4. Section 5 of the principal Act is amended by striking out the passage "Not exceeding one hundred pounds" and inserting in lieu thereof the passage "Two hundred dollars".

Amendment of principal Act, s. 5—
Receipt of deposits.

5. Section 6 of the principal Act is amended by striking out the passage "Not exceeding one hundred pounds" and inserting in lieu thereof the passage "Two hundred dollars".

Amendment of principal Act, s. 6—
Soliciting notice of confirmation.

6. The following sections are enacted and inserted in the principal Act immediately after section 6:—

Enactment of ss. 6a, 6b, 6c and 6d of principal Act—

6a. (1) A person who enters any place to which this section applies with intent to enter into any negotiations leading to or which may lead to the making of a contract to which this Act applies shall forthwith inform the purchaser or prospective purchaser of—

Certain information to be disclosed.

(a) the name and business address of the vendor of the book or books proposed to be the subject of the contract;

and

(b) the fact that he intends to enter into negotiations which may lead to the making of such a contract.

Penalty: Two hundred dollars.

(2) This section applies to a place where a purchaser or prospective purchaser resides or is employed by his employer.

6b. If a contract to which this Act applies contains a provision that, or from which it may reasonably be inferred that, the contract may be enforced by the vendor against the purchaser in any place other than this State or that any matter affecting or arising out of the contract may be determined in accordance with the law of any place other than this State or that the law of any place other than this State is the law that shall apply or shall be applied in relation to any matter affecting or arising out of the contract, the vendor, his agent, and every person who on behalf of the vendor took part in negotiations with the purchaser in connection with the contract shall be guilty of an offence against this Act and shall, on conviction, be liable to a penalty not exceeding two hundred dollars.

Prohibition of provision that foreign law is to apply to contract.

**Demands or
assertions
based on
unenforceable
contracts.**

6c. A vendor or his agent who, in relation to a contract to which this Act applies—

(a) asserts an intention to bring legal proceedings to enforce such a contract;

(b) places or causes to be placed the name of any person who would, were the contract an enforceable contract, be liable under the contract on any list of defaulters or debtors or who asserts any intention of so doing;

or

(c) invokes or causes to be invoked any other procedure for the enforcement or giving effect to such a contract,

unless he has reasonable cause to believe that he has a right to assert a right to payment pursuant to such a contract (proof of which reasonable cause shall lie upon him) shall be guilty of an offence against this Act and shall be liable upon conviction to a fine not exceeding two hundred dollars.

**Defence of
reasonable
belief that Act
does not apply
to contract.**

6d. In proceedings for an offence that is a contravention of section 6b or 6c of this Act, it shall be a defence for the defendant to prove that he had reasonable grounds for believing and did in fact believe that the contract the subject of the proceedings was not a contract to which this Act applies.

In the name and on behalf of Her Majesty, I hereby assent to this Bill. -

M. L. OLIPHANT, Governor