

1996-97

THE PARLIAMENT OF THE COMMONWEALTH OF AUSTRALIA

HOUSE OF REPRESENTATIVES

**VOTES AND PROCEEDINGS**

No. 136

WEDNESDAY, 3 DECEMBER 1997

1 The House met, at 9.30 a.m., pursuant to adjournment. The Speaker (the Honourable Bob Halverson) took the Chair, and read Prayers.

2 **SOCIAL SECURITY AND VETERANS' AFFAIRS LEGISLATION AMENDMENT (BUDGET AND OTHER MEASURES) BILL 1997**

Mr Ruddock (Minister representing the Minister for Social Security), pursuant to notice, presented a Bill for an Act to amend the *Social Security Act 1991* and the *Veterans' Entitlements Act 1986*, and for related purposes.

Bill read a first time.

Mr Ruddock moved—That the Bill be now read a second time.

*Paper*

Mr Ruddock presented an explanatory memorandum to the Bill.

Debate adjourned (Ms Macklin), and the resumption of the debate made an order of the day for the next sitting.

3 **PRIMARY INDUSTRIES AND ENERGY LEGISLATION AMENDMENT BILL (NO. 3) 1997**

Mr Truss (Minister for Customs and Consumer Affairs) presented a Bill for an Act to amend the law relating to primary industries and energy, and for related purposes.

Bill read a first time.

Mr Truss moved—That the Bill be now read a second time.

*Paper*

Mr Truss presented an explanatory memorandum to the Bill.

Debate adjourned (Ms Macklin), and the resumption of the debate made an order of the day for the next sitting.

**4 CUSTOMS AND EXCISE LEGISLATION AMENDMENT BILL (NO. 3) 1997**

Mr Truss (Minister for Customs and Consumer Affairs), pursuant to notice, presented a Bill for an Act to amend legislation relating to Customs and Excise and the *Australian Postal Corporation Act 1989*.

Bill read a first time.

Mr Truss moved—That the Bill be now read a second time.

*Paper*

Mr Truss presented an explanatory memorandum to the Bill.

Debate adjourned (Ms Macklin), and the resumption of the debate made an order of the day for the next sitting.

**5 TRADE PRACTICES AMENDMENT (FAIR TRADING) BILL 1997**

The order of the day having been read for the resumption of the debate on the question—That the Bill be now read a second time—*And on the amendment moved thereto by Mr Martin, viz.*—That all words after “That” be omitted with a view to substituting the following words: “whilst not declining to give the Bill a second reading, the House:

- (1) is of the opinion that the Government’s response to the report of the Standing Committee on Industry, Science and Technology entitled ‘Finding a balance: Towards fair trading in Australia’ does not reflect the intent or recommendations of the Committee;
- (2) recommends the Bill be amended to incorporate the recommendations of the Committee;
- (3) considers the Government’s response is inadequate and its rhetoric does not match either its election commitments or the committee’s findings; and
- (4) calls on the Government members of the Committee, namely the honourable Members for Bendigo, McEwen, Paterson, Cowan, Mallee, Petrie, Canning, Aston and Lowe to support the Opposition’s amendments which reflect the recommendations in the Committee’s report”—

Debate resumed.

Question—That the words proposed to be omitted stand part of the question—put.

The House divided (the Deputy Speaker, Mr Forrest, in the Chair)—

## AYES, 80

Mr Abbott	Mrs Draper	Dr Kemp	Mr Ronaldson
Mr Andren	Mrs Elson	Mr Lieberman	Mr Ruddock
Mr J. N. Andrew	Mr Entsch	Mr Lloyd	Mr Scott
Mr K. J. Andrews	Mr R. D. C. Evans	Mr McArthur*	Mr Sharp
Mr Anthony	Mr Fahey	Mr McDougall	Mr Sinclair
Mrs Bailey	Mrs Gallus	Mr McGauran	Mr Slipper*
Mr R. C. Baldwin	Ms Gambaro	Mr McLachlan	Mr A. C. Smith
Mr Barresi	Mrs Gash	Mr Marek	Mr W. L. Smith
Mr Bartlett	Mr Georgiou	Mr Miles	Dr Somlyay
Mr Billson	Mrs E. J. Grace	Mr Moore	Dr Southcott
Mr Bradford	Ms Hanson	Mrs Moylan	Mrs Stone
Mr Broadbent	Mr Hardgrave	Mr Mutch	Mrs Sullivan
Mr Brough	Mr Hawker	Mr Nairn	Mr Taylor
Mr Cadman	Mr Hicks*	Mr Neville	Mr A. P. Thomson
Mr E. H. Cameron	Mr Hockey	Mr Prosser	Mr Tuckey
Mr R. A. Cameron	Mrs Johnston	Mr Pync	Mr M. A. J. Vaile
Mr Causley	Mr Jull	Mr Randall	Mrs West
Mr Charles	Mr Katter	Mr Reid	Mr Williams
Mr Cobb	Mrs D. M. Kelly	Mr Reith	Ms Worth
Mr Dondas	Miss J. M. Kelly	Mr Rocher	Mr Zammit

## NOES, 39

Mr Adams	Mr M. J. Ferguson	Mr McClelland	Mr Price
Mr Albanese	Mr Griffin*	Ms Macklin	Mr Quick
Mr Beddall	Mr Hatton	Mr McLeay	Mr Sawford*
Mr Bevis	Mr Holding	Mr McMullan	Mr Sercombe*
Mr Brown	Mr Hollis	Mr Martin	Mr S. F. Smith
Mr Crean	Mr Jenkins	Mr A. A. Morris	Mr Tanner
Mrs Crosio	Mr Jones	Mr P. F. Morris	Mr K. J. Thomson
Mr Dargavel	Mr Latham	Mr Mossfield	Mr Willis
Ms Ellis	Dr Lawrence	Mr O'Connor	Mr Wilton
Mr M. J. Evans	Mr Lee	Mr O'Keefe	

\* Tellers

And so it was resolved in the affirmative.

Question—That the Bill be now read a second time—put and passed—Bill read a second time.

*Consideration in detail*

Bill, by leave, taken as a whole.

Mr Martin, by leave, moved the following amendments together:

Schedule 2—

Page 6 (lines 2 and 3), omit the heading, substitute:

## **Schedule 2—Amendments relating to unfair conduct**

Page 6 (after line 5), insert the following item:

**1A Part IVA**

Omit the heading to Part IVA, substitute:

**Part IVA—Unfair and unconscionable conduct**

Item 1, page 6 (lines 6 and 7), omit the item.

Item 2, page 6 (line 8) to page 9 (line 5), omit the item, substitute:

**2 Section 51AA**

Repeal the section, substitute:

**51AA Unfair conduct**

- (1) A corporation shall not, in trade or commerce, engage in conduct that is, in all the circumstances, unfair.
- (2) Without in any way limiting the matters to which the Court may have regard for the purposes of determining whether a corporation has contravened subsection (1) the Court may have regard to:
  - (a) the harshness of the result;
  - (b) any influence or pressure exerted on or any tactic used against a person by the corporation or a person acting on behalf of the corporation;
  - (c) whether or not a person has suffered from any disability;
  - (d) whether or not there was a disparity in bargaining power between the parties;
  - (e) whether or not, as a result of conduct engaged in by the corporation, a person was required to comply with conditions that were not reasonably necessary for the protection of the legitimate interests of the corporation;
  - (f) whether or not the other person was able to understand any documents;
  - (g) the amount for which, and the circumstances under which, a party could have acquired identical or equivalent goods or services from a person other than the corporation;
  - (h) the extent to which the conduct of the corporation is consistent with its conduct towards other persons who have entered into transactions or commercial relationships with the corporation that are the same as, or substantially similar to, the transaction or the commercial relationship between the corporation and the other person;
  - (i) the requirements of any code of practice applying to participants in the area of trade or commerce in which the corporation is involved and which has been declared by regulation under section 51AE to be a mandatory code;

- (j) the extent to which the corporation has made prior disclosure of any of its intentions affecting the interests of the other party and of the risks involved to that party;
  - (k) in relation to a contract, the extent to which the corporation was prepared to negotiate with the other person in relation to the terms and conditions of the contract; and
  - (l) the good faith of the parties.
- (3) A corporation shall not be taken for the purposes of this section to engage in unfair conduct in connection with the supply or possible supply of goods or services to a person by reason only that the corporation institutes legal proceedings in relation to that supply or possible supply or refers a dispute or claim in relation to that supply or possible supply to arbitration.
- (4) For the purposes of determining whether a corporation has contravened subsection (1):
- (a) the court shall not have regard to any circumstances that were not reasonably foreseeable at the time of the alleged contravention; and
  - (b) the court may have regard to conduct engaged in, or circumstances existing, before the commencement of this section.

Debate continued.

It being 2 p.m., the debate was interrupted in accordance with standing order 101A, and the resumption of the debate made an order of the day for a later hour this day.

## 6 QUESTIONS

Questions without notice were asked.

## 7 PAPERS

The following papers were presented:

Administrative Review Council—Report No. 41—Appeals from the Administrative Appeals Tribunal to the Federal Court.

Australian Sports Commission Act—Australian Sports Commission—Strategic plan 1998-2001.

Family and Community Affairs—Standing Committee—Summary report of a seminar, May 1997—Aspects of youth suicide—Government response.

Freedom of Information Act—Report for 1996-97.

Human Rights and Equal Opportunity Commission Act—Human Rights and Equal Opportunity Commission—Inquiry into complaints of discrimination in employment and occupation—

Report No. 3—Discrimination on the ground of trade union activity.

Report No. 4—Age discrimination in trade union membership rules.

International Monetary Agreements Act—Australia and the International Monetary Fund—Report for 1996-97.

International Monetary Agreements Act and the International Bank for Reconstruction and Development (General Capital Increase) Act—Australia and the World Bank—Report for 1996-97.

Petition not in accord with standing and sessional orders of the House—Support for total ban on anti-personnel land mines (Mr E. H. Cameron, 59 petitioners).

#### **8 DISCUSSION OF MATTER OF PUBLIC IMPORTANCE—TRANSPORT REFORM**

The House was informed that Mr Tanner had proposed that a definite matter of public importance be submitted to the House for discussion, namely, “The failure of the Government’s transport reform agenda”.

The proposed discussion having received the necessary support—

Mr Tanner addressed the House.

Discussion ensued.

Discussion concluded.

#### **9 ELECTORAL AND REFERENDUM AMENDMENT BILL 1997**

Mr Fahey (Minister for Finance and Administration), pursuant to notice, presented a Bill for an Act to amend the *Commonwealth Electoral Act 1918* and the *Referendum (Machinery Provisions) Act 1984*, and for related purposes.

Bill read a first time.

Mr Fahey moved—That the Bill be now read a second time.

*Paper*

Mr Fahey presented an explanatory memorandum to the Bill.

Debate adjourned (Mr Bevis), and the resumption of the debate made an order of the day for the next sitting.

#### **10 SUPERANNUATION LEGISLATION (COMMONWEALTH EMPLOYMENT) REPEAL AND AMENDMENT BILL 1997**

Mr Fahey (Minister for Finance and Administration), pursuant to notice, presented a Bill for an Act to amend certain Acts relating to superannuation, and for related purposes.

Bill read a first time.

Mr Fahey moved—That the Bill be now read a second time.

*Paper*

Mr Fahey presented an explanatory memorandum to the Bill.

Debate adjourned (Mr Bevis), and the resumption of the debate made an order of the day for the next sitting.

**11 COMMONWEALTH SUPERANNUATION BOARD BILL 1997**

Mr Fahey (Minister for Finance and Administration), pursuant to notice, presented a Bill for an Act to establish a Board to administer certain legislation relating to superannuation, and for related purposes.

Bill read a first time.

Mr Fahey moved—That the Bill be now read a second time.

*Paper*

Mr Fahey presented an explanatory memorandum to the Bill.

Debate adjourned (Mr Bevis), and the resumption of the debate made an order of the day for the next sitting.

**12 SUPERANNUATION LEGISLATION (COMMONWEALTH EMPLOYMENT—SAVING AND TRANSITIONAL PROVISIONS) BILL 1997**

Mr Fahey (Minister for Finance and Administration), pursuant to notice, presented a Bill for an Act to enact saving and transitional provisions in consequence of the enactment of certain provisions of the *Superannuation Legislation (Commonwealth Employment) Repeal and Amendment Act 1997*.

Bill read a first time.

Mr Fahey moved—That the Bill be now read a second time.

*Paper*

Mr Fahey presented an explanatory memorandum to the Bill.

Debate adjourned (Mr Bevis), and the resumption of the debate made an order of the day for the next sitting.

**13 PUBLIC WORKS—PARLIAMENTARY STANDING COMMITTEE—REFERENCE OF WORK—EAST COAST ARMAMENT COMPLEX, POINT WILSON, VIC.**

Mr Fahey (Minister for Finance and Administration), pursuant to notice, moved—That, in accordance with the provisions of the *Public Works Committee Act 1969*, the following proposed work be referred to the Parliamentary Standing Committee on Public Works for consideration and report: East Coast Armament Complex, Point Wilson, Vic.

Question—put and passed.

**14 DEVELOPMENT OF FACILITIES—STAGE 3 AT HMAS STIRLING, WA—APPROVAL OF WORK**

Mr Fahey (Minister for Finance and Administration), pursuant to notice, moved—That, in accordance with the provisions of the *Public Works Committee Act 1969*, it is expedient to carry out the following proposed work which was referred to the Parliamentary Standing Committee on Public Works and on which the committee has duly reported to Parliament: Development of facilities—Stage 3 at HMAS *Stirling*, WA.

Question—put and passed.

**15 DEVELOPMENT OF AUSTRALIAN NATIONAL MARITIME MUSEUM MARITIME HERITAGE CENTRE, WHARF 7, PYRMONT, NSW—APPROVAL OF WORK**

Mr Fahey (Minister for Finance and Administration), pursuant to notice, moved—That, in accordance with the provisions of the *Public Works Committee Act 1969*, it is expedient to carry out the following proposed work which was referred to the Parliamentary Standing Committee on Public Works and on which the committee has duly reported to Parliament: Development of the Australian National Maritime Museum Maritime Heritage Centre, Wharf 7, Pyrmont, NSW.

Question—put and passed.

**16 LAW OFFICERS AMENDMENT BILL 1997**

Mr Williams (Attorney-General), pursuant to notice, presented a Bill for an Act to amend the *Law Officers Act 1964*, and for related purposes.

Bill read a first time.

Mr Williams moved—That the Bill be now read a second time.

*Paper*

Mr Williams presented an explanatory memorandum to the Bill.

Debate adjourned (Mr Bevis), and the resumption of the debate made an order of the day for the next sitting.

**17 TELECOMMUNICATIONS AMENDMENT BILL (NO. 2) 1997**

Mr W. L. Smith (Minister representing the Minister for Communications, the Information Economy and the Arts) presented a Bill for an Act to amend the *Telecommunications Act 1997*, and for related purposes.

Bill read a first time.

Mr W. L. Smith moved—That the Bill be now read a second time.

*Paper*

Mr W. L. Smith presented an explanatory memorandum to the following Bills:

Telecommunications Amendment (No. 2) 1997; and

NRS Levy Imposition 1997.

Debate adjourned (Mr Bevis), and the resumption of the debate made an order of the day for the next sitting.

**18 NRS LEVY IMPOSITION BILL 1997**

Mr W. L. Smith (Minister representing the Minister for Communications, the Information Economy and the Arts) presented a Bill for an Act to impose the NRS levy, and for related purposes.

Bill read a first time.

Mr W. L. Smith moved—That the Bill be now read a second time.

Debate adjourned (Mr Bevis), and the resumption of the debate made an order of the day for the next sitting.

**19 MANAGED INVESTMENTS BILL 1997**

Mr Miles (Parliamentary Secretary (Cabinet) to the Prime Minister), pursuant to notice, presented a Bill for an Act to amend the Corporations Law, and for related purposes.

Bill read a first time.

Mr Miles moved—That the Bill be now read a second time.

*Paper*

Mr Miles presented an explanatory memorandum to the Bill.

Debate adjourned (Mr Martin), and the resumption of the debate made an order of the day for the next sitting.

**20 COMPANY LAW REVIEW BILL 1997**

Mr Miles (Parliamentary Secretary (Cabinet) to the Prime Minister), pursuant to notice, presented a Bill for an Act to amend the Corporations Law, and for related purposes.

Bill read a first time.

Mr Miles moved—That the Bill be now read a second time.

*Paper*

Mr Miles presented an explanatory memorandum to the Bill.

Debate adjourned (Mr Martin), and the resumption of the debate made an order of the day for the next sitting.

**21 THERAPEUTIC GOODS LEGISLATION AMENDMENT BILL 1997**

Ms Worth (Parliamentary Secretary to the Minister for Health and Family Services), pursuant to notice, presented a Bill for an Act to amend the *Therapeutic Goods Act 1989* and the *Customs Act 1901*.

Bill read a first time.

Ms Worth moved—That the Bill be now read a second time.

*Paper*

Ms Worth presented an explanatory memorandum to the Bill.

Debate adjourned (Mr Martin), and the resumption of the debate made an order of the day for the next sitting.

**22 ABORIGINAL AND TORRES STRAIT ISLANDER COMMISSION AMENDMENT BILL 1997**

Ms Worth (Parliamentary Secretary to the Minister for Health and Family Services), for Dr Wooldridge (Minister representing the Minister for Aboriginal and Torres Strait Islander Affairs), pursuant to notice, presented a Bill for an Act to amend the *Aboriginal and Torres Strait Islander Commission Act 1989*, and for related purposes.

Bill read a first time.

Ms Worth moved—That the Bill be now read a second time.

*Paper*

Ms Worth presented an explanatory memorandum to the Bill.

Debate adjourned (Mr Martin), and the resumption of the debate made an order of the day for the next sitting.

**23 MESSAGE FROM THE SENATE**

Message No. 405, 2 December 1997, from the Senate was reported agreeing to the amendments made by the House in the Social Security and Veterans' Affairs Legislation Amendment (Family and Other Measures) Bill 1997.

**24 TRADE PRACTICES AMENDMENT (FAIR TRADING) BILL 1997**

The order of the day having been read for the further consideration in detail of the Bill—

Bill, as a whole—

Debate resumed on the Bill and on the amendments moved together by Mr Martin (*see item No. 5*).

Question—That the amendments be agreed to—put.

The House divided (the Deputy Speaker, Mr Nehl, in the Chair)—

AYES, 41

Mr Adams	Mr M. J. Ferguson	Mr McLeay	Mr Sawford*
Mr Albanese	Mr Griffin*	Mr McMullan	Mr Sercombe*
Mr Beeddall	Mr Hatton	Mr Martin	Mr S. F. Smith
Mr Bevis	Mr Holding	Mr Melham	Mr Tanner
Mr Brereton	Mr Hollis	Mr A. A. Morris	Dr Theophanous
Mr Brown	Mr Jenkins	Mr P. F. Morris	Mr K. J. Thomson
Mrs Crosio	Mr Jones	Mr Mossfield	Mr Willis
Mr Dargavel	Mr Latham	Mr O'Connor	Mr Wilton
Ms Ellis	Dr Lawrence	Mr O'Keefe	
Mr M. J. Evans	Mr McClelland	Mr Price	
Mr L. D. T. Ferguson	Ms Macklin	Mr Quick	

## NOES, 81

Mr Abbott	Mrs Elson	Mr Lieberman	Mr Scott
Mr Andren	Mr Entsch	Mr Lloyd	Mr Sharp
Mr J. N. Andrew	Mr R. D. C. Evans	Mr McArthur*	Mr Sinclair
Mr K. J. Andrews	Mr Fahey	Mr McDougall	Mr Slipper*
Mr Anthony	Mr Forrest	Mr McGauran	Mr A. C. Smith
Mrs Bailey	Mrs Gallus	Mr Marek	Mr W. L. Smith
Mr R. C. Baldwin	Ms Gambaro	Mr Miles	Mr Somlyay
Mr Barresi	Mrs Gash	Mr Moore	Dr Southcott
Mr Bartlett	Mr Georgiou	Mrs Moylan	Mrs Sullivan
Mr Billson	Mrs E. J. Grace	Mr Mutch	Mr Taylor
Mr Bradford	Mr Hardgrave	Mr Nairn	Mr Truss
Mr Broadbent	Mr Hawker	Dr Nelson	Mr Tuckey
Mr Brough	Mr Hicks*	Mr Neville	Mr M. A. J. Vaile
Mr Cadman	Mr Hockey	Mr Nugent	Mrs West
Mr E. H. Cameron	Ms Jeanes	Mr Prosser	Mr Williams
Mr R. A. Cameron	Mrs Johnston	Mr Pyne	Dr Wooldridge
Mr Causley	Mr Jull	Mr Randall	Ms Worth
Mr Charles	Mr Katter	Mr Reid	Mr Zammit
Mr Cobb	Mrs D. M. Kelly	Mr Reith	
Mr Dondas	Miss J. M. Kelly	Mr Ronaldson	
Mrs Draper	Dr Kemp	Mr Ruddock	

\* Tellers

And so it was negated.

Mr Martin moved the following amendment: Schedule 2, item 2, page 8 (lines 20-23), omit proposed subsection 51AC(7), substitute:

- (7) A reference in this section to the supply or possible supply of goods or services does not include a reference to the supply or possible supply of goods or services to:
- (a) a manufacturing business in which more than 100 persons are employed; or
  - (b) any other business in which more than 20 persons are employed.

Debate continued.

Amendment negated.

Mr Martin, by leave, moved the following amendments together:

Page 9 (after line 7), at the at the end of the Bill add:

### **Schedule 3—Amendments relating to a Uniform Retail Tenancy Code**

#### ***Trade Practices Act 1974***

#### **1 Paragraph 80(1)(a):**

Omit the paragraph, substitute:

- (a) a contravention of a provision of Part IV, IVA, V or XIAA.

## **2 Section 80**

Insert:

(1AB) An application for an injunction on the grounds of:

- (a) a person's actual, attempted or proposed contravention of Part XIAA, or  
 (b) a person's actual, or proposed involvement in a contravention of Part XIAA;

may only be made by

- (c) the Minister, or  
 (d) the Commission, or  
 (e) a lessor or a lessee (in respect of a retail shop lease or a service station lease to which the lessor or the lessee is a party).

(1AC) An application for an injunction in respect of actual, attempted or proposed contravention of Part XIAA, or in respect of a person's actual or proposed involvement in such a contravention must not be made unless a Retail Lease Tribunal has certified, as provided for in section 148, that reasonable steps have been taken to resolve the matter in dispute but that the matter has not been resolved.

## **3 Subsection 82(1)**

After "Part IV or V" insert:

"or, subject to subsection (4), Part XIAA".

## **4 Section 82**

Insert:

(1A) A person who suffers loss or damage by conduct by another person that was done in contravention of Part XIAA must not take action to recover the amount of the loss or damage unless a Retail Lease Tribunal has certified, as provided for in section 148, that reasonable steps have been taken to resolve the matter in dispute but that the matter has not been resolved.

## **5 Section 83**

Omit "or V", substitute "V or XIAA".

## **6 Subsection 84(1)**

Omit "or V", substitute "V or XIAA".

## **7 Subsection 84 (3)**

Omit "or V", substitute "V or IVAA".

## **8 Subsection 86(2)**

After "Part V" insert "or Part XIAA".

**9 Subsection 86A(1)**

After “Part V” insert “or Part XIAA”.

**10 Subsection 86A((4)**

After “Part V: insert “or Part XIAA”.

**11 Subsection 86A(5)**

After “Part V” insert “or Part XIAA”.

**12 Subsection 87(1)**

Omit “or V”, substitute “V or XIAA”.

**13 Subsection 87(1A)**

Omit “or V”, substitute “V or XIAA”.

**14 Subsection 87(1C)**

Omit “or V”, substitute “V or XIAA”.

**15 Subsection 87(1D)**

After “IVA” insert “XIAA”.

**16 After Part XI**

Insert:

## **Part XIAA—Uniform Retail Tenancy Code**

### **Division 1—Preliminary**

**130 Objects of Part**

The principal objects of this Part are:

- (a) to provide fairness and equity throughout Australia in respect of retail shop leases and service station leases; and
- (b) to ensure that as far as practicable certain specified conditions apply throughout Australia in respect of retail shop leases and service station leases.

**131 Saving of other laws and remedies**

- (1) This Part is not intended to exclude or limit the concurrent operation of any law in force in a State or Territory.
- (2) This Part is not to be taken to limit, restrict or otherwise affect any right or remedy a person would have had if this Part had not been enacted.

**132 Interpretation**

In this Part, unless the contrary intention appears:

*disclosure statement* means a statement, in written form, prepared by or on behalf of an existing lessee, setting out details relating to a retail shop lease or service station lease to which the lessee is a party, including:

- (a) details of the financial position of the business associated with the lease, including details of creditors and debtors at the time the disclosure statement is prepared;
- (b) details of rent payable by the lessee and any related factors;
- (c) any existing or anticipated obligations or commitments associated with the lease in respect of finishes, fixtures, fittings, equipment or services for which the lessee is responsible;
- (d) details of any commitments or responsibilities of the lessee in respect of outgoings;
- (e) details of conditions under which the lessor could withhold agreement to the assignment of the lease; and
- (f) such other details as are prescribed by the regulations.

**lessee** means a person who has the right to occupy a retail shop or service station under a retail shop lease or a service station lease, and includes a sub lessee and a lessee's or sublessee's heirs, executors, administrators and assigns.

**lessor** means a person who grants or proposes to grant a right to occupy a retail shop or a service station under a retail shop lease or a service station lease, as the case requires, and includes a sublessor and a lessor's or a sublessor's heirs, executors, administrators and assigns.

**market rent** of a retail shop or service station at any time is the rent that, having regard to the terms and conditions of the lease and such other matters as are relevant to the assessment of the rent, would be reasonably expected to be paid for the shop if it were unoccupied and offered for renting for the use or uses to which the shop may be put in accordance with the lease.

**outgoings** means a lessor's outgoings in respect of land, buildings or areas on which a retail shop or service station is located, on any of the following:

- (a) the expenses of operating, repairing or maintaining the building; and
- (b) rates, taxes, levies, premiums or charges payable by the lessor because the lessor is the owner or occupier of any building or the land on which it is erected; and
- (c) the expenses of promotion, advertisement or marketing payable by the lessor; and
- (d) such other matters as are prescribed by the regulations.

**retail shop** means premises that:

- (a) are used wholly or mainly for the carrying on of one or more of the business specified in Schedule 2; or

- (b) are used for the carrying on of any business (whether or not a business specified in Schedule 2) in a retail shopping centre.

**retail shop lease** means an agreement under which a person grants or agrees to grant to another person for value a right of occupation of premises for the use of the premises as a retail shop:

- (a) whether or not the right is a right of exclusive occupation; and
- (b) whether the agreement is express or implied; and
- (c) whether the agreement is oral, in writing, or partly oral and partly in writing.

**retail shopping centre** means a group of premises with the following attributes:

- (a) at least 5 of the premises are used wholly or predominantly for the carrying on of one or more of the businesses specified in Schedule 2; and
- (b) the premises are all owned by the same person or corporation or have (or would, if leased) the same lessor or the same head lessor; and
- (c) the premises are located in the one building or in 2 or more buildings that are either adjoining or separated only by common areas or other areas owned by the owner of the retail shops; and
- (d) the group of premises is promoted as, or generally regarded as, constituting a shopping centre, shopping mall, shopping court or shopping arcade.

**service station** means premises used mainly for the sale to the public of petrol and other products or services in connection with the use of motor vehicles;

**service station lease** means an agreement under which a person grants or agrees to grant to another person for value a right of occupation of premises for the use of the premises as a service station:

- (a) whether or not the right is a right of exclusive occupation; and
- (b) whether the agreement is express or implied; and
- (c) whether the agreement is oral, in writing, or partly oral and partly in writing.

**small business** means a business in which fewer than 20 persons are employed;

**tenancy mix**, in relation to a retail shopping centre, means the number and proportion of different shops operating in, or proposed by the lessor to operate in, the shopping centre.

## **Division 2—Uniform retail tenancy code**

### **133 Retail shop leases and service station leases not to be contrary to uniform retail tenancy code**

- (1) A corporation must not enter into a retail shop lease or a service station lease with a person or with another corporation if any provision of the retail shop lease is contrary to the uniform retail tenancy code provided for in this Division.
- (2) A person must not enter into a retail shop lease or a service station lease with a corporation if any provision of the retail shop lease is contrary to the uniform retail tenancy code provided for in this Division.
- (3) This section does not apply to any of the following leases:
  - (a) leases for a term of less than 6 months;
  - (b) leases entered into before the commencement of this section;
  - (c) leases in respect of retail shops not operating as small businesses; and
  - (d) any other lease of a kind prescribed by the regulations as exempt from this section.

### **134 Minimum term of retail shop and service station leases**

- (1) The term for which a retail shop lease or a service station lease is entered into must not be less than 5 years.
- (2) Any further term or terms provided for by agreement or option for the acquisition by the lessee of a further term as an extension or renewal of the lease is not to be counted for the purposes of subsection (1).
- (3) If a lease is entered into in contravention of this section, the validity of the lease is not thereby affected but the term of the lease is extended by such period as may be necessary to prevent the lease contravening this section.
- (4) This section does not apply to a lease if a lawyer acting for the prospective lessee issues a certificate in writing that he or she has, explained the effect of subsections (1), (2) and (3) to the prospective lessee and explained that the giving of the certificate will result in this section not applying to the lease.

### **135 Lease renewals**

- (1) When a retail shop lease or a service station lease expires the lessee (the *existing lessee*) must be given the opportunity to renew the lease for a period of at least 5 years.
- (2) Where a lease which has been renewed for a period of at least 5 years expires, the lessee (the *existing lessee*) must be given the opportunity to renew the lease a second time for a period of at least 5 years.

- (3) For the purposes of subsections (1) and (2) an existing lessee must be given notice in writing by the lessor of the opportunity to renew a lease or a renewed lease at least one year before the lease or the renewed lease is due to expire, unless the lessee and the lessor agree in writing that a shorter period of notice may be given.
- (4) A lessee who receives a notice under subsection (3) must inform the lessor, in writing, within 3 months of receiving the notice whether the lessee wishes to renew the lease or the renewed lease, unless the lessee and the lessor agree in writing that a shorter period may be allowed.
- (5) A lessor must not approach, directly or indirectly, any other person (a *prospective lessee*) with a view to offering the prospective lessee the opportunity to become a party to a lease in respect of the premises or retail shop or service station to which the existing lessee has a right to renew under subsection (1) or (2) until:
  - (a) the existing lessee has indicated that he or she does not wish to renew the lease, or
  - (b) the period allowed by or under subsection (4) has expired.
- (6) If a lease is renewed in contravention of this section, the validity of the renewed lease is not thereby affected, but the term of the renewed lease is extended by such period as may be necessary to prevent the renewed lease contravening this section.
- (7) This section does not apply to a renewed lease if a lawyer acting for the lessee issues a certificate in writing that he or she has explained the effect of subsections (1), (2), (3), (4), (5) and (6) to the lessee and explained that the giving of the certificate will result in this section not applying to the renewed lease.

### **136 Lease assignment**

- (1) An existing lessee must not agree to assign a retail shop lease or a service station lease to another person (the prospective new lessee) unless the lessee provides a disclosure statement concerning the lease to the prospective new lessee.
- (2) If the lessee, the prospective new lessee and the lessor agree, the prospective new lessee may be given a new lease instead of an existing lease being assigned to the prospective new lessee.

### **137 Standard set of lease provisions**

- (1) As soon as practicable after the commencement of this section, the Minister must consult with such persons as the Minister considers appropriate in order to assist in the formulation of a set of standard retail shop and service station lease provisions which will:
  - (a) reflect the requirements of this Division; and
  - (b) be as easily understood by lessees and lessors as possible.

- (2) As soon as possible after the consultations required by subsection (1) have been completed, the Minister must approve a set of standard retail shop and service station lease provisions which the Minister considers will meet the requirements of paragraphs (1)(a) and (b).
- (3) The Minister must take reasonable steps to ensure that copies of any provisions approved under subsection (2) are available to lessees and prospective lessees and lessors and prospective lessors.

### 138 Pre-contract disclosure

- (1) Before a person or a corporation (the *prospective lessee*) is invited to enter into or offered the opportunity of entering into a retail shop lease or a service station lease, the lessor must make available to the prospective lessee:
  - (a) a copy of the proposed lease (in written form, but not necessarily including particulars of the lessee, the rent or the term of the lease);
  - (b) details of the means by which it is proposed that rent for the lease would be calculated;
  - (c) details of any finishes, fixtures, fittings, equipment or services proposed to be provided by or made the responsibility of the lessee;
  - (d) details of any finishes, fixtures, fittings, equipment or services proposed to be provided by or made the responsibility of the lessor;
  - (e) details of any specific requirements proposed by the lessor in respect of:
    - (i) hours of trading; and
    - (ii) access outside of trading hours.
  - (f) the date on which the area or facility proposed to be made available by the lessor will be available for occupation by the prospective lessee;
  - (g) details of any existing or proposed requirements of the lessor in respect of the maintenance, renewal or possible alteration of the area or facility covered by the proposed lease;
  - (h) details of any existing or proposed outgoings by the lessor for which the lessee may be charged, including outgoings in respect of promotion, advertising and marketing;
  - (i) details of the conditions under which the lessor could withhold agreement to the assignment of the lease;
  - (j) details of the ways in which the lessee will be compensated for the direct or indirect costs of any compulsory fitout, refurbishment, relocation or disturbance affecting the lessee which may occur during the term of the lease; and

- (k) such other details as are prescribed by the regulations.
- (2) In addition to meeting the requirements of subsection (1), in respect of a lease in a retail shopping centre, the lessor must make available to a prospective lessee details of the:
  - (a) existing tenancy mix of the shopping centre; and
  - (b) the way in which lessee will be compensated for any loss or damage suffered by the lessee as a result of a change in the tenancy mix of the shopping centre where the change is made by, on behalf of or at in request of the lessor.

### **139 Market rent review**

- (1) A review of the market rent of a retail shop or a service station may only be made in connection with the proposed renewal or extension of a lease.
- (2) A market rent review may only be made by an independent valuer agreed between the lessee and the lessor.
- (3) An independent valuer undertaking a market rent review may have regard to rent concessions and other benefits that are generally or frequently offered to prospective lessees of unoccupied retail shops or service stations.
- (4) An independent valuer undertaking a market rent review may not have regard to the value of goodwill created by the lessee's occupation and the value of the lessee's fixtures and fittings on the retail shop or service station.
- (5) If, having received advice from an independent valuer, the lessor and the lessee do not agree as to what the actual amount of the rent is to be, the amount of the rent is to be determined by valuation carried out by a person appointed by agreement between the parties to the lease or, failing agreement, appointed by the person for the time being holding or acting in the office of President of the Australian Institute of Valuers and Land Economists.
- (6) For the purposes of subsection (5) a valuation is to be a 'speaking valuation' (that is, the valuer must give detailed reasons for his or her determination and must specify the matters to which he or she has had regard in making the determination).
- (7) In respect of a market rent review of a retail shop lease in a retail shopping centre, the lessor must make available to a valuer appointed under subsection (2) or (5) details of rents received and concessions or rebates allowed or made in respect of each retail shop in the centre.
- (8) A valuer provided with information under subsection (7) by a lessor must not divulge or communicate information about rents paid by other lessees to any other person other than with the agreement of the lessor.

Penalty: 200 penalty units

- (9) The lessor and the lessee must share equally the costs of the valuation or valuations obtained under this section.
- (10) If the lessor and the lessee agree in writing in respect of rent to be payable on renewal or extension of a lease, the procedures set out in subsections (1)-(9) do not need to be followed.

#### **140 Disturbance to trading**

- (1) The retail shop lease for a retail shop located in a retail shopping centre must contain details of the way in which the lessee will be compensated for any disturbance to trading caused by redevelopment, refurbishment or alterations carried out at the direction of or on behalf of the lessor.
- (2) Where the lessor and the lessee agree in writing, the requirements of subsection (1) need not be met in respect of a retail shop lease in a retail shopping centre.

#### **141 Retail tenancy mix**

- (1) The retail shop lease for a retail shop located in a retail shopping centre must contain details of the way in which the lessee will be compensated for any loss or damage suffered by the lessee as a result of a change in the tenancy mix of the shopping centre.
- (2) Where the lessor and the lessee agree in writing, the requirements of subsection (1) need not be met in respect of a retail shop lease in a retail shopping centre.

#### **142 Merchants' associations to be consulted**

Where a merchants' association exists in respect of a retail shopping centre, the lessor must take reasonable steps to confer with the association on:

- (a) any possible changes to the tenancy mix and any other matter affecting the operation, or future operation, of the shopping centre and the retail shops operating in it, and
- (b) expenditure proposed to be made on outgoings in respect of the retail shopping centre.

#### **143 Statements of outgoings**

- (1) As soon as practicable after the conclusion of each 3 month period, a lessor must provide to a lessee a detailed statement, in writing, of any expenditure on outgoings during that period in respect of which the lessee has been or will be charged or asked to contribute.
- (2) As soon as practicable after the at the end of each financial year, a lessor must provide a detailed statement, in writing, of expenditure on outgoings during that year in respect of which the lessee has been or will be charged or asked to contribute

- (3) A statement provided under subsection (2) must be prepared by a registered company auditor (within the meaning of the Corporations Law) and be in accordance with accounting standards (within the meaning of the Corporations Law).

#### **144 Dispute resolution provisions in leases**

In order to ensure that, to the maximum extent possible, disputes arising in respect of retail shop and service station leases are resolved in a manner which is fair, just, economical, informal and quick, a retail shop lease or a service station lease must contain dispute resolution provisions designed to achieve those objectives.

### **Division 3—Enforcement**

#### **145 Retail Lease Tribunals to be established**

- (1) As soon as practicable after the commencement of this section, the Minister must consult with State and Territory Ministers with a view to reaching agreement on the establishment of Retail Lease Tribunals in each State and Territory.
- (2) The objective of a Retail Lease Tribunal is to ensure that, to the maximum extent possible, disputes arising in respect of the compliance of retail shop and service station leases with the requirements of Division 2 are resolved in a manner which is fair, just, economical, informal and quick.

#### **146 Application to Retail Lease Tribunal**

- (1) A lessee or a lessor may bring a matter concerning a retail shop lease or a service station lease to which the lessee or the lessor is a party before a Retail Lease Tribunal.
- (2) A matter cannot be brought before a Retail Lease Tribunal under this section unless it concerns the compliance of a retail shop lease or a service station lease, or the compliance, directly or indirectly, of the actions of a party to such a lease, with the requirements of Division 2.
- (3) A lessee or a lessor bringing a matter before a Retail Lease Tribunal under this section must do so in writing and must set out the particulars in which the person considers that there is or has been a breach of the requirements of Division 2.
- (4) An application under this section must be made within 3 months after the date on which the cause of the complaint occurred.
- (5) The regulations may prescribe:
  - (a) matters to be covered in applications under this section; and
  - (b) the form in which applications may be made.

#### **147 Consideration of matters by Retail Lease Tribunal**

- (1) When a Retail Lease Tribunal receives an application under section 146 from a party to a lease it must make a copy of the application

available to the other party to the lease and to such other persons as it considers appropriate.

- (2) When a Retail Lease Tribunal has given each party to a lease a reasonable opportunity to consider the matter, it must take steps, by mediation or conciliation, to help the parties to the lease to resolve the dispute.
- (3) In considering applications under this Division, a Retail Lease Tribunal must consider the provisions of the retail shop lease or the service station lease which is the subject of the application, or the actions the subject of the application, with regard to the requirements of the uniform retail tenancy code set out in Division 2.
- (4) A Retail Lease Tribunal may, in seeking to resolve a dispute by mediation or conciliation, issue to the parties to the dispute, proposals in writing, for the resolution of the dispute.
- (5) The regulations may prescribe details of the way in which Retail Lease Tribunals must operate.

**148 Action where recourse to Retail Lease Tribunal has not resolved dispute**

- (1) Where a person has brought a matter concerning a retail shop lease or a service station lease before a Retail Lease Tribunal but the matter has not been resolved, the person may, subject to subsection (2), take action under section 80 or 82.
- (2) Where a Retail Lease Tribunal has considered and taken steps to resolve a dispute concerning a retail lease or a service station lease but the dispute has not been resolved, the Retail Lease Tribunal may, if so satisfied, certify that reasonable steps have been taken to resolve the dispute but that the matter has not been resolved.

Page 9 (after line 7), at the at the end of proposed paragraph 24 of the bill, add:

After the Schedule, add:

**Schedule 2—Retail shop businesses**

Antique shops  
 Art galleries  
 Art supplies shops  
 Arts and crafts shops  
 Barbecue equipment shops  
 Barbers  
 Beauty therapists  
 Beauty shops  
 Beach wear shops

Beer, wine and spirit shops (except where goods are for consumption on the premises)  
Bicycle shops  
Bicycle accessories shops  
Biscuit shops  
Bookshops  
Boot and shoe repairers  
Bridal wear sales and hire shops  
Building supplies shops  
Building machines and equipment shops  
Butcher shops  
Cake shops  
Camping equipment shops  
Cards shops  
Carpet shops  
Cigarette shops  
Clock shops  
Coins and coin collections shops  
Confectionery shops  
Convenience food shops  
Cookie shops  
Copper fitting shops  
Cosmetics shops  
Costumes and formal wear hire shops  
Curtain shops  
Delicatessen shops  
Department stores  
Dinnerware shops  
Disposals shops  
Drapery shops  
Duty free shops  
Electrical appliance shops  
Electronic equipment and supplies shops  
Engravers  
Equestrian wear shops  
Equipment hire shops  
Fast food shops

Fast-photo processors  
Floor covering shops  
Florist shops  
Flower shops  
Fruit and vegetable shops  
Fruit juice shops  
Furniture shops  
Games and hobbies shops  
General stores  
Gift shops  
Gift-wrapping shops  
Grocery shops  
Greengrocer shops  
Haberdashery shops  
Hairdressers  
Hardware shops  
Health food shops  
Hearing aid shops  
Hot bread shops  
Hot water system shops  
Household appliance shops  
Household fixtures and fittings shops  
Ice cream shops  
Interior decoration shops  
Jewellery shops  
Key cutting shops  
Kitchenware shops  
Leather goods shops  
Lighting shops  
Linen shops  
Lingerie shops  
Lottery agencies  
Manchester shops  
Martial arts supplies shops  
Mixed business shops  
Motor vehicle and motor cycle accessories shops (excluding tyre shops and batteries shops)

- Music shops
- Newsagency shops
- Nick-knack shops
- Nut bar shops
- Optometrists
- Organ shops
- Paint and paper shops
- Pastry shops
- Pet shops
- Pharmacy shops
- Photographic equipment and supplies shops
- Picture frames shops
- Plumbing supplies shops
- Pool and spa shops
- Poultry shops (whether fresh or frozen poultry or both fresh and frozen poultry )
- Precious stones shops
- Prints and posters shops
- Restaurants, cafeterias, coffee lounges and other eating places
- Rock shops
- Rubber stamp supply shops
- Seafood shops
- Second-hand goods shops
- Shoe shops
- Shops selling or engaged in providing any 1 or more of the following goods or services
  - in relation to men and boys:
    - accessories, caps, clothing, clothing alterations, sunshades
- Shops selling or engaged in providing any 1 or more of the following goods or services
  - in relation to women, girls and infants:
    - accessories, baby wear, bags, caps, clothing, clothing alterations, sunshades
- Shops selling any 1 or more of the following goods:
  - cassettes, musical instruments, prerecorded tapes, records
- Silverware shops
- Sleepware shops
- Smallgoods shops

Snack bars  
 Soft drink shops  
 Soft furnishing shops  
 Souvenir shops  
 Sporting goods shops  
 Stamps and stamp collection shops (whether for purchase or sale or both)  
 Stationery shops  
 Supermarkets  
 Surfboard shops  
 Surfing accessories shops  
 Takeaway food shops  
 Television, video equipment and other household appliances hire shops  
 Tobacconists shops  
 Toy shops  
 Umbrella shops  
 Underwear shops  
 Variety stores  
 Video tape and prerecorded music libraries  
 Vitamin shops  
 Wall decoration shops  
 Watch shops  
 Writing materials shops  
 And any other business prescribed by the regulations.

Debate continued.

Question—That the amendments be agreed to—put.

The House divided (the Deputy Speaker, Mr Nehl, in the Chair)—

AYES, 41

Mr Adams	Mr M. J. Ferguson	Mr McLeay	Mr Sawford*
Mr Albanese	Mr Griffin*	Mr McMullan	Mr Sercombe*
Mr Beddall	Mr Hatton	Mr Martin	Mr S. F. Smith
Mr Bevis	Mr Holding	Mr Melham	Mr Tanner
Mr Brereton	Mr Hollis	Mr A. A. Morris	Dr Theophanous
Mr Brown	Mr Jenkins	Mr P. F. Morris	Mr K. J. Thomson
Mrs Crosio	Mr Jones	Mr Mossfield	Mr Willis
Mr Dargavel	Mr Latham	Mr O'Connor	Mr Wilton
Ms Ellis	Dr Lawrence	Mr O'Keefe	
Mr M. J. Evans	Mr McClelland	Mr Price	
Mr L. D. T. Ferguson	Ms Macklin	Mr Quick	

## NOES, 80

Mr Abbott	Mrs Elson	Dr Kemp	Mr Reith
Mr J. N. Andrew	Mr Entsch	Mr Lieberman	Mr Ronaldson
Mr K. J. Andrews	Mr R. D. C. Evans	Mr Lloyd	Mr Ruddock
Mr Anthony	Mr Fahey	Mr McArthur*	Mr Scott
Mrs Bailey	Mr Forrest	Mr McDougall	Mr Sharp
Mr R. C. Baldwin	Mrs Gallus	Mr McGauran	Mr Sinclair
Mr Barresi	Ms Gambaro	Mr McLachlan	Mr Slipper*
Mr Bartlett	Mrs Gash	Mr Marek	Mr A. C. Smith
Mr Billson	Mr Georgiou	Mr Miles	Mr Somlyay
Mr Bradford	Mrs E. J. Grace	Mr Moore	Dr Southcott
Mr Broadbent	Mr Hardgrave	Mrs Moylan	Mrs Sullivan
Mr Brough	Mr Hawker	Mr Mutch	Mr Taylor
Mr Cadman	Mr Hicks*	Mr Nairn	Mr Truss
Mr E. H. Cameron	Mr Hockey	Dr Nelson	Mr Tuckey
Mr R. A. Cameron	Ms Jeanes	Mr Neville	Mr M. A. J. Vaile
Mr Causley	Mrs Johnston	Mr Nugent	Mrs West
Mr Charles	Mr Jull	Mr Prosser	Mr Williams
Mr Cobb	Mr Katter	Mr Pyne	Dr Wooldridge
Mr Dondas	Mrs D. M. Kelly	Mr Randall	Ms Worth
Mrs Draper	Miss J. M. Kelly	Mr Reid	Mr Zammit

\* Tellers

And so it was negatived.

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*Adjournment negatived*

It being past 7.30 p.m.—The question was proposed—That the House do now adjourn.

Mr Cadman (Parliamentary Secretary to the Minister for Workplace Relations and Small Business) requiring the question to be put forthwith without debate—Question—put and negatived.

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Bill agreed to.

Consideration in detail concluded.

On the motion of Mr Cadman, by leave, the Bill was read a third time.

## 25 ADJOURNMENT

Mr Cadman (Parliamentary Secretary to the Minister for Workplace Relations and Small Business) moved—That the House do now adjourn.

Debate ensued.

The House continuing to sit until 8 p.m.—The Speaker adjourned the House until tomorrow at 9.30 a.m.

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**PAPERS**

The following papers were deemed to have been presented on 3 December 1997:

Acts Interpretation Act—Statement relating to failure to furnish report within specified period—Energy Research and Development Corporation—Report for 1996-97.

Census and Statistics Act—Australian Bureau of Statistics—Statement 1997 No. 5.

Civil Aviation Act—Civil Aviation Regulations—Civil Aviation Orders—Part 107— Amendment 14 November 1997.

Export Control Act—Export Control (Orders) Regulations—Export Control Orders 1997 No. 5.

Higher Education Funding Act—Determination 1997 No. T27.

**ATTENDANCE**

All Members attended (at some time during the sitting) except Mr Anderson, Mr P. J. Baldwin, Mrs Bishop, Mr Downer, Mr E. L. Grace, Mr Kerr, Mr Lindsay, Mrs D. S. Vale and Mr Wakelin.

**I. C. HARRIS**

Clerk of the House of Representatives

1996-97

**HOUSE OF REPRESENTATIVES**  
**SUPPLEMENT TO VOTES AND PROCEEDINGS**

No. 136

**MAIN COMMITTEE**

**MINUTES OF PROCEEDINGS**

**WEDNESDAY, 3 DECEMBER 1997**

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1 The Main Committee met at 10 a.m.

**2 EMPLOYMENT, EDUCATION AND TRAINING—STANDING COMMITTEE—  
REPORT ON FACTORS INFLUENCING THE EMPLOYMENT OF YOUNG  
PEOPLE—MOTION TO TAKE NOTE OF PAPER**

The order of the day having been read for the resumption of the debate on the motion of Mr Charles—That the House take note of the paper (*presented on 29 September 1997*), viz.:

Employment, Education and Training—Standing Committee—Report, September 1997—Youth employment: A working solution—

Debate resumed.

Debate adjourned (Mr Reid), and the resumption of the debate made an order of the day for the next sitting.

**3 FOREIGN AFFAIRS, DEFENCE AND TRADE—JOINT STANDING  
COMMITTEE—REPORT ON ANZUS AFTER 45 YEARS: SEMINAR  
PROCEEDINGS, 11-12 AUGUST 1997—MOTION TO TAKE NOTE OF PAPER**

The order of the day having been read for the resumption of the debate on the motion of Mr Sinclair—That the House take note of the paper (*presented on 20 October 1997*), viz.:

Foreign Affairs, Defence and Trade—Joint Standing Committee—Report, September 1997—ANZUS after 45 years: Seminar proceedings, 11 to 12 August 1997—

Debate resumed.

Mr Sinclair, by leave, addressed the Main Committee without closing the debate.

Debate continued.

Debate adjourned (Mr Anthony), and the resumption of the debate made an order of the day for the next sitting.

**4 ADJOURNMENT**

On the motion of Mr Anthony, the Main Committee adjourned at 12.59 p.m.  
The Deputy Speaker fixed tomorrow at 10 a.m. for the next meeting of the Main Committee.

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**B. C. WRIGHT**  
Clerk of the Main Committee