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By email: **australianconsumerlaw@treasury.gov.au**

The Australian Consumer Law:
Consultation on draft regulations
Infrastructure, Competition and Consumer Division
Treasury
Langton Crescent
PARKES ACT 2600

Dear Sir/Madam

Joint consumer submission on the draft Australian Consumer Law regulations

Thank you for the opportunity to comment on draft regulations to be made under the new Australian Consumer Law (**ACL**).

This submission is made jointly by the Australian Communications Consumer Action Network (ACCAN), the Australian Financial Counselling and Credit Reform Association (AFCCRA - the peak body for financial counsellors in Australia), the Consumer Utilities Advocacy Centre in Victoria and the specialist consumer legal centres in Victoria, New South Wales and the ACT, the Consumer Action Law Centre, the Consumer Credit Legal Centre NSW and the Consumer Law Centre of the ACT.

Our comments on the proposed regulations are detailed more fully below.

Prescribed requirements for asserting a right to payment

Warning statements on documents and invoices

Our organisations strongly support the principle that businesses must not assert a right to payment for unsolicited goods or services when there is no basis for doing so. We are aware

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that some businesses, albeit in small numbers, continue to use these unsolicited selling methods as part of their standard selling practices and that it is appropriate to provide strong protections for consumers.

We note that draft regulation 77 allows for businesses to invoice people where the invoice includes the statement: "This is not a bill. You are not required to pay any money" where this is the most prominent text in the document. Warning disclosures such as these do not represent a complete protection for the consumer population. Marketers who use these selling strategies are adept at communicating to consumers and may be able to persuade a consumer to pay, even with these types of disclaimers.

For example, unsolicited offers to purchase shareholdings at prices well below market value continue to trap consumers despite the fact that such offers are now required to disclose the amount they are below market offerings. This has led to the Federal Government proposing further changes to regulation to address this practice given that such warnings have not proven effective.

We are unsure if the Standing Committee of Officials of Consumer Affairs (**SCOCA**) has undertaken any consumer testing to determine if the proposed warnings to be prescribed are likely to be effective, but we suggest that their impact be reviewed in 1-2 years to determine whether further changes may be required.

We also note that the Governments will increasingly need to be aware of how these warning statements are communicated to consumers where electronic means are used. For example, a vision-impaired person using a screen reader to read an invoice will read an invoice quite differently to a sighted person. In other words the size and colour of the disclosure will be less relevant compared to say the positioning of the text in the document, and indeed whether it can be deciphered by screen reading equipment. Text warnings will, unfortunately, always have limitations in their capacity to prevent consumer detriment.

Exemptions for publishers and large companies

The ACL together with the draft regulations will provide an exemption, allowing publishers of publications with an audited circulation greater than 10,000 and large and/or listed companies to assert a right to payment for direct entries/advertisements. We note that these exemptions focus on the size and scale of the publisher, rather than the size and scale of the consumer.

We suggest it may be appropriate to establish greater limitations on these exemptions, limiting the ability to assert a right to payment for unsolicited entries/advertisements based on the size and scale of the consumer to whom the invoice or document is sent. For example, specifying that this exemption applies only where the invoice/document is sent to medium and large businesses would appear to be a useful addition to the clause.

Agreements that are not unsolicited consumer agreements

As a general principle, we strongly advocate that exemptions from the requirements and termination rights in relation to unsolicited consumer agreements under section 69(4) of the ACL be kept to a bare minimum.

Unsolicited selling, by its very nature, poses higher risks of consumer harm than through ordinary trading where consumers actively choose to enter into the marketplace for the purpose of making purchasing transactions, and feel more comfortable in walking away from a transaction that they choose not to proceed with.

It is very important in this regard to understand that it is not just the well-understood methods of unsolicited selling of telephone marketing and door-to-door sales that are risky for consumers.

Members of SCOCA will be aware of the report commissioned by Consumer Action Law Centre from Dr Paul Harrison, a behavioural psychologist based at Deakin University, which was published earlier this year. In the report, *Shutting the Gates - An analysis of the psychology of in-home sales of educational software*, Dr Harrison investigated the selling of maths educational software to consumers in their homes, which has been a source of a large number of complaints to our services and members over the past few years.

Here, we acknowledge that the ACL contains provisions aimed at ensuring the meaning of "unsolicited" is not unduly expanded to capture such in-home sales where the consumer "invited" the seller to contact them but did not give their contact details to the seller for that predominant purpose (s.69(1A)). We raise the report because some of its findings have a broader application.

In particular, Dr Harrison concludes in the report that it is not necessarily a particular vulnerability in some individual consumers that leads those consumers to sign up for expensive software they do not really want and often cannot afford.

Rather, Dr Harrison found that it is the fact of allowing a trader into their home that places the consumer at a significant psychological disadvantage to the supplier, and renders them uniquely vulnerable to manipulative marketing techniques. This disadvantage can actually be exacerbated due to the visit being solicited or invited – in other words, consumers may actually be more, not less, susceptible to high pressure sales techniques when the consumer has extended an invitation for the sales person to visit than when they knock on the door unannounced.

This is the case because psychological defences that usually accompany an interaction between a supplier and a consumer are naturally weakened in the home environment. Further, the offer of an 'invitation' can result in an even greater blurring of the supplier/consumer relationship, with the supplier not just a sales person but someone the consumer has trusted enough to invite into their home. This in turn can lead to poor purchasing decisions that are damaging to the consumer and which can appear quite irrational to the outside observer.

These findings have a relevance to all situations in which a consumer has 'invited' a seller into their home and all situations in which a consumer has established a relationship where they have implicitly already 'trusted' that seller psychologically. In such situations, a consumer becomes vulnerable to high pressure selling techniques rendering them less able to make rational decisions in their own interest; more importantly, sellers intentionally design selling practices to take systematic advantage of those factors.

We understand that no consumer law can effectively legislate against all types of irrational consumer behaviour. However, good consumer policy can and should identify systemic factors that cause consumer detriment, including circumstances where suppliers take advantage of identifiable and systematic consumer behavioural responses resulting in poor and damaging consumer choices, and consumer law can and should protect against such outcomes.

We provide our comments on the specific proposed exemptions below. We do not support any additional exemptions being made.

Party Plans

Our organisations do not support an exemption for party plan sales. We do not believe that the same sorts of protections that apply to other unsolicited sales situations are unnecessary merely because a consumer has been given some idea that they may be asked to buy something at a party plan event.

In fact, for the reasons set out above we believe that consumers could be at an even greater disadvantage to the supplier at party plan events than in a pure unannounced door-knocking situation. Psychological factors described earlier such as having trusted the salesperson and it being in a home environment tend to apply, indeed such factors are openly acknowledged to be part of the party plan event method of sales. Further, the invitation to attend and/or the selling is often by a friend or acquaintance of the consumer, further increasing the risk of feeling pressure to buy, which can lead to the sorts of poor purchasing decisions that the ACL's unsolicited consumer agreements provisions are attempting to address. Other features identified by Consumer Affairs Victoria research as characteristic of unsolicited selling are also present, such as that consumers cannot simply walk away from the situation and that traders play on the scarcity principle to encourage sales (that the goods are not available elsewhere).[1]

The Consultation Paper for the draft regulations notes that the definition of party plan event in draft regulation 81(3) is partly based on the current definition of a party plan in section 62A(2)(b) of the Victorian *Fair Trading Act* 1999. However, this is a little misleading because the Victorian legislation only defines party plan for the purposes of exempting this type of selling from the provisions relating to permitted contact hours, the duty not to remain on the premises for longer than one hour (which is not in the ACL) and the duty to inform consumers about the requirement not to stay longer than one hour (not in the ACL). Otherwise, party plan selling is covered by the current Victorian contact sales provisions.

We agree that party plan selling could be exempted from ACL section 73, which sets out permitted hours for negotiating an agreement, but otherwise it should be covered by the unsolicited consumer agreements provisions.

We also see that this exemption could become a loophole used by other businesses to avoid regulation as negotiating unsolicited consumer agreements, for example in the seminar sales situation.

[1] Consumer Affairs Victoria, *Cooling-off periods in Victoria: their use, nature, cost and implications*, Research Paper no. 12, 2009, p12.

Business contracts

We believe it is likely that businesses, particularly small businesses, do require some protection from unsolicited selling practices. Although the area is largely outside our work, we note that small businesses have been the principal target of some examples of unfair unsolicited selling practices, including some listed on the government Scamwatch website.

In terms of the wording of draft regulation 81(4), we note that the general definition of 'consumer' under section 3 of the ACL was intentionally amended after introduction of the Bill, because of concerns that a definition which only covered goods or services 'of a kind ordinarily acquired for personal, domestic or household use or consumption' would not provide sufficient protection for consumers.[2] However, draft regulation 81(4) effectively returns to that definition for the purposes of the unsolicited consumer agreements provisions. We believe this would be contrary to Parliament's clear intentions and, for the same reasons the amendment was made, a bad outcome for consumers.

Further, this is an even bigger risk in the unsolicited selling context. High-pressure unsolicited sales have been a contentious area of consumer law for many years and our organisations have seen many consumers in disputes regarding similar sales practices applied to sell a vast array of different products, including house cladding, encyclopaedias, vacuum cleaners, water coolers, debt-reduction schemes, home security alarms and most recently maths educational software. The issue with these sales is not so much the nature of the product or service but how it is sold. If this proposed exemption is made, particularly in its current form and wording, we strongly believe that unscrupulous traders will make use of the exemption to use door to door selling for products such as jackhammers, cement mixers or home elevators.

Our organisations therefore oppose draft regulation 81(4).

Voluntary contact with the same supplier

We agree that in theory it may be correct that consumers are at less risk where they genuinely discontinue contact with the supplier and subsequently genuinely choose to contact the supplier to purchase goods or services.

However, we believe it is likely that, in practice, draft regulation 81(7) will become a loophole used by some traders to avoid the protections. For example, suppliers will encourage consumers to call them back within a certain period of time to buy the goods or services and be eligible for a rebate, discount or prize. Suppliers may also set up systems simply to have consumers end the call at a point in the transaction and then call back to finish the sale.

We also note that this proposed exemption seems very targeted and particular. We are unsure as to which businesses may have concerns about this sort of situation, and why it would be considered a material additional compliance burden not to simply provide the same information and cooling off rights as they would have been prepared for if the consumer had proceeded with the transaction during the supplier's initial contact.

[2] See, eg, the *Supplementary Explanatory Memorandum and Corrections to the Explanatory Memorandum* for the Trade Practices Amendment (Australian Consumer Law) Bill (No. 2) 2010, p6.

Given that these sales are begun with an unsolicited contact, and given that the definition of unsolicited consumer agreement in section 69 explicitly recognises that there may be more than one instance of negotiations preceding the making of the agreement, we do not consider this exemption appropriate.

Information relating to the identity of a dealer

The requirement for dealers to provide their name and address, or in the case of a dealer representing a supplier, their name and the supplier's name and address, should act to improve transparency in unsolicited contact sales.

The requirement under section 74 of the ACL that the dealer must provide this information before starting to negotiate is also important. Our organisations have received several complaints from consumers particularly in regard to utility door to door sales, where we have been told that the sales representatives have failed to identify the company they represent at the commencement of the contact, and have even actively misled the consumer into believing they are from a regulator or other government agency. It is only when "closing" the sale that the consumer becomes aware of who the representative really represents. We hope that this requirement will help to counteract the sales technique of "drawing in" the consumer on false pretences, before disclosing the true nature of the contact.

Note that the current Victorian provisions stipulate that a dealer must disclose this identity information both at the start of negotiations and also 'at any time after that, if so requested by the person with whom negotiations are being conducted'. We recommend that, if possible under the construction of ACL section 74(c), regulation 82 adopt a similar formula, whereby the representative is not only required to provide the listed identification information, but must do so at any time, if so requested by the consumer.

In addition to the requirement to provide a name and address, our organisations recommend that the dealer should be required to provide other contact details for the supplier including a telephone number, in the event that the conduct of the representative gives cause for complaint, and to provide the information that the consumer can make a complaint about the dealer's conduct via those contact details if they wish to do so.

This would be akin to the provision of a complaint line number printed onto the back of fleet trucks, which provide an avenue for other drivers to lodge a complaint against the conduct of any particular driver.

By requiring the dealer to advise the consumer of their identification information at the commencement of the contact, and also advise the consumer that they have a right to lodge a complaint if they wish to do so - and providing them with the number to call - the nature of the unsolicited contact is significantly altered. The consumer is informed and empowered (as opposed to misled and confused), and the "ambush" nature of many unsolicited sales contact is defused - as far as is possible.

The provision of a complaint line number also puts dealers on notice that they must uphold a high standard of conduct. If suppliers genuinely wish to ensure that their dealers are conducting themselves appropriately, then the provision of a complaint line number to the consumer should

be embraced as a positive quality control measure, as has been the case with some road freight companies.

Information about termination periods for unsolicited consumer agreements

Subsection 76(a) of the ACL requires that a dealer must not make an unsolicited consumer agreement with a consumer unless - before the agreement is made - the consumer is given information as to their right to terminate the agreement during the cooling off period, and the way in which they may do so.

In addition, subparagraph 76(a)(iii) then states that the consumer must be given information regarding 'such other matters as are prescribed by the regulations'. Draft regulation 83 currently proposes that a consumer be provided with information about the 10 day cooling off period provided for by section 86 of the ACL, although it is not proposed that the regulation would prescribe the exact words to be used.

We believe that the regulations should also require the consumer to be provided with a contact telephone number for advice or termination, so that they may contact the supplier during the termination period to clarify any point in the contract which may be causing confusion or uncertainty, or to exercise their termination rights if they wish to do so.

As discussed above, this would provide an open avenue to the consumer to assure themselves in relation to the contract, before being bound by it. It would also provide a further incentive to ensure that dealers were open and transparent in the contract information that they provide upfront, to avoid ongoing customer contact during cooling off periods for further clarification. This would be positive regulation, improving information asymmetry in the market and empowering consumers.

Form and way of providing information about termination periods

Section 76 of the ACL is a critical provision because it requires important information to be given to the consumer *before* the contract is actually made, as opposed to at the time or after the contract is made.

Draft regulation 84 would require the information about the consumer's termination rights (that is in writing) to be attached to the agreement or agreement document. We do not agree with this requirement as this ensures the information will only be given to the consumer when the agreement is given to the consumer, namely, immediately prior to entering into the agreement.

The ACL separately provides for the agreement itself also to have a front page conspicuously and prominently informing the consumer of their right to terminate the agreement which, as discussed in the Consultation Paper, is likely to be accompanied by a requirement for the consumer to sign this front page (to direct their attention to it).

Thus, it seems clear that the intention of the ACL (we believe rightly) is to ensure that consumers get this critical information both at some point temporally separated from receiving the contract document, as well as immediately before signing the contract document.

We therefore strongly recommend that regulation 84 be redrafted to require the information (whether written or oral) to be given earlier in the negotiations, preferably at the commencement. For the information to be given in writing, we recommend a requirement that it be given earlier and in a separate written document on its own.

Our organisations agree with the other requirements in draft regulation 84, that the written information be:

- transparent (i.e. expressed in reasonably plain language, legible and presented clearly); and

- in text that is the most prominent text in the document.

However, we note that these requirements could be strengthened, given the importance of this information to the consumer. Here, transparency should be a higher standard – that the information is 'easily legible' and 'clearly expressed in plain language'.

The proposed requirement that the cooling off information be provided in text that is 'the most prominent text in the document' could also be enhanced, by requiring not only that the information be provided in a separate document as discussed above, but in text that is of equivalent or larger font size than the rest of the contract, and visibly distinguished from the rest of the document by the use of either bold text or the use of a different and highly visible colour text.

Information and requirements for front page of agreements and agreement documents

We strongly support the requirement that the information in draft regulation 85 be shown on the front page of the agreement and that the consumer be required to have signed and dated the front page, which we hope will direct consumer attention to the information (to the extent that consumer literacy skills enable them to read and understand the information).

However, we strongly recommend that regulation 86 also prescribe that the section 79(b) notice be the *only* information on the front page. Otherwise, the notice may not be particularly prominent and dealers and suppliers can design the contract front pages to direct attention away from the notice and towards other matters. As we noted above in relation to draft regulation 77, marketers can be adept at communicating to consumers and may be able to persuade a consumer to sign up, even with these types of notices displayed.

We also recommend that regulation 86 prescribe that, at the place where the consumer signs on the front page, there should be some wording advising the consumer of the purpose for their signature, namely to advise them that the information on the front page is very important and that they should read and ensure they understand it before signing.

Finally, our organisations do not agree with the Consultation Paper that for the front page of the agreement, the primary focus should be on limiting the matters prescribed to 'ensure that businesses have flexibility in the way in which they comply with the ACL'. This approach stands in contrast to the next proposal, which is that under section 79(c) the regulations prescribe that

the accompanying notice consumers can use to terminate the agreement be in an approved form.

Given that consumers can exercise their termination rights either orally or in writing (s.82(1)) and there are no requirements relating to the form or content of a termination notice (s.82(6)), a notice in any form will be effective for this purpose. It is certainly helpful to have an approved form for this cancellation notice, but it is not as important as ensuring the information itself about the consumer's right to terminate is effectively delivered.

The best way to ensure that the front page notice is effective would be for regulation 86 to prescribe an approved form for this information.

Approved form for agreement or agreement document

As noted above, our organisations do believe it would be helpful for the cancellation notice accompanying agreements to be in an approved form. However, there is no indication of what the approved form will look like thus we cannot form a final view at this point in time. We recommend that some consumer testing be undertaken to ensure approved forms are effective in practice.

Emergency repair contracts

Our organisations are concerned that exempting emergency repair contracts from the requirement to provide a 10 day cooling off period may leave consumers vulnerable to poorly constructed agreements, or disreputable traders.

Whilst it is clear that emergency repair scenarios may require immediate action (potentially warranting a waiving of the usual cooling off period), it is also clear that inappropriate traders may choose to operate at a time of high demand and where consumers exhibit an unusual urgency for services. This dynamic inevitably leaves consumers open to exploitation, particularly vulnerable consumers.

For the above reason, we are highly uncomfortable with an exemption being provided to emergency repair contracts. In our view, the majority of emergency repairs are likely to be conducted as a result of solicited trade contact, or by public emergency services - which means the exemption would only apply to a small proportion of contracts in any event. Further, the practical reality of any large scale emergency event for which the exemption is proposed would mean that very few consumers would receive immediate service - demand inevitably outstrips supply in such circumstances, meaning that many consumers are likely to have to wait before receiving services. The efficiency basis on which the exemption is proposed is weakened by these factors. On balance, the potential risks of the exemption probably outweigh the benefits.

If the proposed exemption is to be provided, then at least a lesser cooling off period should be installed - preferably for five days, but at least for 24 hours. The provision of a lesser cooling off period would hopefully act to prevent disreputable traders from exploiting the situation to the extent that they otherwise might. At the very least, consumers should be given the option of taking advantage of a cooling off period. There should be a requirement that the cooling off period can only be waived if the consumer actively chooses to do so.

If the above recommendations are not implemented, then we concur with the recommendation that for trades in which tradespersons are required to be licensed, the exemption should only extend to those holding the relevant licence. At least in that scenario, there is pressure maintained on the trader to ensure a legitimate service (i.e. they are required to meet standards of professionalism in relation to their licence).

However, on balance we reiterate that we do not support this proposed exemption.

Potential exemption from unsolicited consumer agreement provisions

Charities

Charities should not be exempt from the unsolicited consumer agreement provisions of the ACL. The unsolicited consumer agreement provisions are enacted to protect consumers from signing contracts under pressure. Charities do a lot of work that involves unsolicited approaches to consumers. In the past most of the approaches were for a one-off donation. This approach now also includes yearly or ongoing agreements for monthly donations to be direct debited from a savings account or credit card.

A yearly or ongoing agreement can represent a great deal of commitment for a consumer. The consumer can feel pressured to assist even when the amounts involved are not affordable. Financial counsellors across Australia are regularly required to assist consumers to stop direct debits to charities that the consumer cannot afford.

Charities employ people whose job is to get donations and in this sense their approach has the same problems as any other types of unsolicited marketing. These problems include, for example, coercion, pressure and making the consumer feel guilty if they do not assist.

Another compelling reason to include charities in the protections is that consumers can often be confused and misled about which organisations are charities and which are not. If the same protections apply across the board this confusion is rendered irrelevant.

For the above reasons it is essential that consumers have the same basic consumer protections for unsolicited consumer agreements arranged by charities.

Energy supplies

Energy suppliers should not be exempt in any way from the unsolicited consumer agreement provisions of the ACL.

It appears that the main argument from energy suppliers is that consumers who do not have an existing electricity supply would want that supply to start straight away, which would cause a problem under section 86 of the ACL.

In our view, this argument does not make sense in the context of unsolicited contact. If a consumer needs to connect their electricity, that consumer would shop around (it is hoped) and then arrange connection with their preferred supplier. The chances that the consumer would be

hit with unsolicited contact at the exact time they are trying to reconnect would seem very low - unless the energy supplier was using some sort of marketing technique based on other disconnections. In any event, and to prevent inappropriate marketing of this type, it is essential that consumers arrange their own electricity connection. This encourages the consumer to be proactive, hopefully shop around and find the right electricity contract for them. Further, we are unaware that there has been a significant problem in Australia up until now of consumers unable to determine how to connect their energy supply and remaining "in the dark" until contacted by a supplier.

This also applies to the deemed contract situation. In such a situation, the consumer will continue to receive essential supplies during the 10 day cooling off period under the deemed arrangements, so we cannot see any particular reason justifying why the consumer should be rushed into the new unsolicited consumer agreement during that period.

Another issue to consider is the energy industry has an incredibly poor track record with unsolicited contact to form consumer agreements. In NSW, large issues have arisen where consumers entered into fixed term contracts after unsolicited contact from an energy supplier. The fixed term contracts were often unsuitable particularly when the consumer knew they would have to move soon. There were widespread reports that the energy supplier would not let the consumer read the contract before signing up for the service. The consumer was entitled to a 10 day cooling off period but even then there were still problems. (See EWON Annual Report 2007/2008 Under Systemic Issues). Our organisations note significant complaints about energy unsolicited marketing contact in Victoria and Queensland as well. The energy industry itself has recognised that the conduct of door to door marketers is a concern. The Energy Retailers Association of Australia is now in the process of establishing a self regulatory scheme covering the use of door to door sales in energy retailing to accompany legislative and regulatory requirements and 'lift the bar and ensure the strictest compliance and most ethical sales practices by the agents representing them in the field'.[3]

Requirements for warranties against defects

We support draft regulation 89 and, in particular, the requirement that a warranty against defects notice must include text informing the consumer that they also have statutory consumer guarantee rights that cannot be excluded.

In terms of the text required to be included under subparagraph 89(1)(c) and the information required to be included under subparagraph 89(1)(h), both of which relate to statutory guarantee rights, we recommend that there be a requirement that this information be displayed prominently.

We are concerned that it may be confusing for consumers that these two pieces of information are separated. We suggest that they could be combined into one set of text that informs consumers that, in addition to this warranty against defects, they also have other rights and remedies and that guarantee rights cannot be excluded.

[3] Energy Retailers Association of Australia Ltd, *Energy Retailers raise the standard with door to door sales*, Media release, 7 Oct 2010 – quote from Cameron O'Reilly, Executive Director.

Requirements for repair notices

Our organisations broadly support draft regulation 90. However, we agree that it may be more appropriate to require the refurbishment notice to be given if suppliers are in the practice of sometimes replacing repair goods with refurbished goods, rather than basing the requirement on the intention of the supplier at the time goods are presented for repair. The notice should provided wherever there is a material possibility of refurbished goods being used.

It may also be appropriate to prescribe general requirements for a notice that should be given to consumers in all cases of consumer repairs. Similar to the rationale for requiring certain information to be given in cases of defect warranties, repair notices could inform consumers of two things - that they have guarantee rights in relation to the repair services themselves; and also that if their goods cannot be repaired, they may have guarantee rights to a replacement or refund from the retailer they bought the goods from.

Application of consumer guarantees provisions to supplies of gas, electricity and telecommunications

As a final matter, we note that section 65 of the ACL allows for regulations to be made prescribing that the ACL consumer guarantees provisions do not apply to certain kinds of gas, electricity or telecommunications services – but that no such regulations are proposed in the Consultation Paper.

Our organisations strongly support the decision not to make any regulations under section 65. Current energy and telecommunications specific laws do not contain equivalent provisions and proposed new national telecommunications and energy consumer laws (not yet passed), while containing various consumer protection provisions, would not affect consumer rights in relation to general standards for these utility services – although we are aware of some claims to the contrary. We would be happy to discuss these issues further in future if considered helpful.

Thank you again for inviting submissions on the draft ACL regulations. Please contact Nicole Rich of Consumer Action Law Centre on 03 9670 5088 or nicole@consumeraction.org.au in the first instance if you have any questions about this submission.

Yours sincerely

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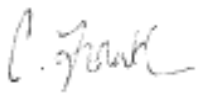

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