

LEGISLATIVE COUNCIL

CONSUMER LEGISLATION AMENDMENT BILL 2026

(Amendments and New Clause to be proposed in Committee by MELINA BATH)

1. Clause 1, page 4, after line 28 insert—
 - "(iv) to provide the circumstances in which a purchaser may rescind a contract for the sale of land after receiving a section 32 statement; and".
2. Clause 109, lines 19 to 24, omit all words and expressions on those lines and insert—
 - "(a) if the land is publicly advertised for sale other than by auction or a fixed-date sale, the later of—
 - (i) the day the sale is first publicly advertised; or
 - (ii) the day that is—
 - (A) a prescribed number of days after the land is first publicly advertised for sale; and
 - (B) is no more than 3 business days after the day the sale is first publicly advertised; or
 - (b) if the land is publicly advertised for sale by auction or a fixed-date sale—the day that is 7 days before the auction date or fixed date; or
 - (c) if the land is not publicly advertised for sale—before the purchaser signs the contract for the sale of land;".
3. Clause 111, line 14, before "In" insert "(1)".
4. Clause 111, after line 19 insert—
 - "(2) If there is a material change to information in a section 32 statement made available to a purchaser that would be likely to adversely affect the purchaser's interests under the contract for the sale of land, the vendor must notify the purchaser in writing of the change as soon as reasonably practicable after the change."

NEW CLAUSE

5. Insert the following New Clause to follow clause 112—
 - '112A Other circumstance where purchaser may rescind contract of sale**
 - (1) In the heading to section 32M of the **Sale of Land Act 1962**, for "circumstance" substitute "circumstances".
 - (2) At the end of section 32M of the **Sale of Land Act 1962** insert—

- "(2) If the sale of land is not publicly advertised or is publicly advertised but not sold by auction, a purchaser who is given a section 32 statement may rescind the contract for the sale of the land if—
- (a) the purchaser did not obtain any independent advice from an Australian legal practitioner or conveyancer in relation to the section 32 statement; or
 - (b) the purchaser did not sign a prescribed waiver after the prescribed period (if any) in relation to the section 32 statement.".'.