

Authors:  
**Tony Raunic**, Partner  
T +61 3 8602 9266 E [traunic@hunthunt.com.au](mailto:traunic@hunthunt.com.au)  
**Kelly Deakin**, Graduate at Law  
T +61 3 8602 9237 E [kdeakin@hunthunt.com.au](mailto:kdeakin@hunthunt.com.au)

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## Commercial Law e-alert

### New online electronic transaction ("e-commerce") laws

#### *"Press 1 to form contract, press 2 to make counter-offer, press 3 for more options"* – the onwards march of the electronic age

The *Electronic Transactions Amendment Act 2011 (Cth)* ("*the Act*") has, from 22 June 2011, effectively given "life" to automated message systems. No longer is the presence of actual human beings necessary to form a contract. The prevalence of an age where human contact is being steadily replaced by email and other forms of electronic communications is highlighted by the fact that a contract may now be validly formed between an individual and an automated message system. The Act even allows for contracts to be formed by two automated message systems, without the "unnecessary interference" of actual communication between two human beings.

The Act also provides rules for determining the time of despatch and receipt of electronic communications and the location of parties receiving or despatching these communications. This allows parties to work out if and when their contractual rights and obligations begin running.

The above changes apply to all transactions (except those involving, for example, title documents), whether or not some or all of the parties are located outside Australia, as long as the proper law of the contract is the law of a state or territory.

If you have any queries or concerns in relation to the above or are uncertain as to the potential impact which the Act might have on you, please contact Tony Raunic on 8602 9266.

#### Contact us

John Kell Sydney (City)	+61 2 9391 3163	<a href="mailto:jkell@hunthunt.com.au">jkell@hunthunt.com.au</a>
Catherine Logan, Sydney (City)	+61 2 9391 3267	<a href="mailto:clogan@hunthunt.com.au">clogan@hunthunt.com.au</a>
Harold O' Brien (North Ryde)	+61 2 9804 5753	<a href="mailto:hobrien@hunthunt.com.au">hobrien@hunthunt.com.au</a>
Tony Raunic, Melbourne	+61 3 8602 9266	<a href="mailto:traunic@hunthunt.com.au">traunic@hunthunt.com.au</a>
Ashley Pelman, Melbourne	+61 3 8602 9213	<a href="mailto:apelman@hunthunt.com.au">apelman@hunthunt.com.au</a>
Robin Lonergan, Brisbane	+61 7 3292 9710	<a href="mailto:rlonergan@macrossans.com.au">rlonergan@macrossans.com.au</a>
Rick Harley, Adelaide	+61 8 8414 3373	<a href="mailto:rharley@hunthunt.com.au">rharley@hunthunt.com.au</a>
Darren Miller, Perth	+61 8 9488 1300	<a href="mailto:darren.miller@marksandsands.com.au">darren.miller@marksandsands.com.au</a>
Antony Logan, Hobart	+61 3 6210 6213	<a href="mailto:alogan@hunts.com.au">alogan@hunts.com.au</a>
Chris Osborne, Darwin	+61 8 8924 2600	<a href="mailto:cosborne@huntnt.com.au">cosborne@huntnt.com.au</a>

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