Unfair Trading Practices

Protections for Small Business

AUSTRALIAN LIVE MUSIC BUSINESS COUNCIL

Submission to the Treasury consultation

Consultation paper, The Treasury, June 2026. Submissions close 10 July 2026.

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Executive summary

The ALMBC welcomes the chance to respond to Treasury's consultation on extending unfair trading practices protections to small businesses and franchisees.[1] This is a reform our sector has been calling for. When we made our submission to the inquiry into the Competition and Consumer Amendment (Unfair Trading Practices) Bill 2026,[2] we backed the new general prohibition but flagged one clear gap: as drafted, the protection stops at individual consumers and leaves the small businesses and sole traders who make up the live music supply chain out in the cold. This consultation is the chance to close that gap.

Live music in Australia runs on small business.

The performers, sound and lighting technicians, stage crew, tour managers, photographers, independent promoters and small venues that keep the sector running are overwhelmingly sole traders and micro-businesses. They are exposed to exactly the same manipulative and high-pressure tactics as ordinary consumers when they buy goods and services, and they face serious power imbalances in their dealings with much larger businesses. Existing law does not fully protect them.

In short, the ALMBC supports:

- extending the general prohibition to small businesses acquiring goods or services as consumers
- an economy-wide safety net for business-to-business dealings, and
- the full suite of remedies, including civil penalties.

Our list of recommendations are set out at the end of this submission.

[1] **Unfair Trading Practices Protections for Small Businesses – Consultation Paper.** The Treasury, Australian Government, June 2026. https://consult.treasury.gov.au/c2026-764649

[2] **ALMBC Submission: Inquiry into the Competition and Consumer Amendment (Unfair Trading Practices) Bill 2026.** Australian Live Music Business Council, 2026. https://almbc.org.au/almbc-federal-draft-legislation-unfair-trading-practices-submission/

About the ALMBC

The Australian Live Music Business Council is the national peak body for Australia's live music business sector. We represent businesses right across the live music supply chain, from sole-trader musicians and crew through to venues, promoters, festivals, ticketing operators and production companies. The workforce we advocate for numbers in the tens of thousands, and the overwhelming majority of the businesses within it are small businesses by any measure.

The ALMBC has 2,200 general members and 200 financial members, including some of the biggest, longest standing and most successful independent live music businesses in the country.

There are more than 2.6 million small businesses in Australia, making up over 97 per cent of all businesses, and more than half of all Australian businesses are sole traders.[3] Our sector sits at the sharp end of that statistic. We are not a sector of large corporates with in-house legal teams. We are a sector of individuals and tiny operators who sign whatever contract is put in front of them because the gig, the tour or the booking depends on it.

ALMBC Board Members

Name	Board Role	Company	Sector
Howard Adams `	Chair & Secretary	Corner Soul	Legal
Angie Dunbavan	Deputy Chair	Red Chair	Promoter
Kylie Thompson	Treasurer	Sorrento Strategic	Accounting
Sharlene Harris	Director	ALH Group	Venues
Brian Chladil	Director	Oztix Good Things Festival	Ticketing & Promoters
Stephen Wade	Director	Select Music	Booking Agents
Jarrad Thessman	Director	Midnight Assembly	Events & Production
Andrew Bassingthwaighte	Director	Xcelerate	Insurance & Risk
Hayley Ayres	Director	360 Artist Logistics	Promoters & Events
Larissa Jane Ryan	Director	Hutch Collective	Artist Development
Rod Smith	Director	Corner Group	Venues
Ben Tillman	Director	Yours & Owls	Agents & Promoters
Letisha Ackland	Director	Balya Productions	Logistics & Production

Foundation Members: Oztix, Media Rare, Destroy All Lines Touring and Good Things Festival, ALH Group, There Is A Free Lunch

Medium To Large Business members: The Tivoli Group, Eventelec, Black Flag Beer, Event Personnel Australia, The Prince Hotel, Wheatsheaf Hotel, Century Venues, CG Live, Young Henrys

Small Business Members: Seismic Talent, Grace Emily Hotel, Social State, Balya Productions, Slow Lane Brewing, Finely Tuned, WAT Artists Pty Ltd, Fidelity Corporation, Party Bands, UNDR Ctrl, SARATON THEATRE, Hemisphere Management Group, General Admission Entertainment Pty Ltd, Industri Education, Vyva Entertainment, Red Chair Pty Ltd, MusicSA, Sorrento Strategic Music, Billions Australia, Monster Management Pty Ltd, Colourblind Production Lighting, Calibre Arist Management Pty Ltd, Twisted Pair Productions, Rhythm Section, Wheelhouse Agency, Port Fairy Folk Festival Inc, Kindred Studios, East West Presents, The Music & Booze Co, Finely Tuned, Hot Giggity, Musicland, Cloning Music

Plus 119 Micro Miz Members (sole traders) and 2,000 general members (non-financial members).

[3] **Number of Small Businesses in Australia.** Australian Small Business and Family Enterprise Ombudsman, June 2025. https://www.asbfeo.gov.au/small-business-data-portal/small-business-numbers

Why this consultation matters to live music

When the Government introduced the Bill, the Assistant Minister made the point that good businesses should win by offering better products and service, not by using unfair tactics.[4] We agree. The trouble is that the people in our sector play two roles at once, and the protection currently only fits one of them.

Our members are consumers, buying software subscriptions, equipment, insurance, telco plans and countless online services. They hit the same dark patterns, confusing bills, drip pricing and subscription traps that the Bill is designed to stop. But because they happen to be running a business when they click 'subscribe', the proposed general prohibition would not protect them.

As small businesses, they also deal with parties far larger and more powerful than themselves: major promoters, large venues, offshore-owned ticketing and platform operators, insurers and equipment suppliers. In those relationships they face take-it-or-leave-it terms, last-minute cancellations, late or withheld payment and a real fear of being shut out if they push back. None of this is adequately caught by current law.

Part 1 – Protecting small businesses when they buy as consumers

Extending the general prohibition (Focus Questions 1 and 7)

Yes. The ALMBC strongly supports extending the proposed general prohibition in section 28B to protect small businesses where they acquire goods or services as a consumer.[5] There is no good reason a sole-trader musician should lose protection from a manipulative online checkout simply because the laptop or the accounting subscription they are buying happens to be for their music business.

Some real-world examples from our sector that this extension would address:

- Subscription traps in the tools our members rely on. Ticketing platforms, design tools, accounting software, music distribution services and rehearsal-space booking apps are often sold on rolling subscriptions that are easy to join and hard to cancel. A sole trader is no better placed than a household consumer to fight a cancellation process that requires phone calls during business hours or buries the exit option.
- Drip pricing on equipment hire, freight and venue services, where the advertised price bears little resemblance to the figure at checkout once mandatory fees are added.
- Dark patterns such as countdown timers, pre-ticked add-ons and false scarcity messaging on the platforms our members buy through, which distort their decisions in exactly the way the Bill seeks to prevent for consumers.

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[4] **Banning Unfair Trading Tricks and Traps.** Hon Dr Andrew Leigh MP, Assistant Minister for Productivity, Competition, Charities and Treasury, April 2026. https://ministers.treasury.gov.au/ministers/andrew-leigh-2025/media-releases/banning-unfair-trading-tricks-and-traps

[5] **Competition and Consumer Amendment (Unfair Trading Practices) Bill 2026.** Parliament of Australia, 2026. https://www.aph.gov.au/Parliamentary_Business/Bills_Legislation/bd/bd2526/26bd058

The benefit of extending the prohibition is clear: fewer of our members lose money and time to tactics that are, by the Government's own assessment, unfair. For a sole trader, even a few hundred dollars trapped in an unwanted subscription or lost to a hidden fee is money that does not go into instruments, wages or the next show.

Adjustments to the test (Focus Question 2)

We urge that the test for small businesses acquiring as consumers be kept the same as the test for individual consumers, with no extra hurdles. Specifically:

- Do not require a bargaining power imbalance as a precondition for this limb. The whole point of the consumer-acquisition limb is that the small business is buying just like a consumer. Adding an imbalance test would create uncertainty and force tiny operators to prove something a household buyer never has to.
- Capture non-financial detriment as well as financial detriment. Wasted time, stress and lost opportunities are real costs for a sole trader, and they should count.
- Keep the consumer test simple so a sole trader faces one consistent set of protections whether they are buying for themselves or for their business. A single test reduces confusion and compliance cost for everyone.

Small business threshold (Focus Question 3)

Yes. We support using the existing unfair contract terms threshold: a business with fewer than 100 employees or less than $10 million in annual turnover. It is already understood across the economy, it lines up with the subscription protections in the Bill, and it comfortably captures the bulk of our sector.

The vast majority of live music businesses sit far below that line. A handful of larger festivals and venue groups will exceed it, but the small business test is the right home for the great majority of our members.

Franchising and other frameworks (Focus Questions 4 and 5)

Franchising is not a major structural feature of live music, so we do not press a detailed view on franchisees above the threshold. We simply note that there is no live-music-specific industry code, so for our sector the general prohibition is not duplicating an existing code. It is the only fit-for-purpose protection on offer.

The grey list (Focus Question 6)

The proposed grey list works well for small businesses and we would keep all of it. We would add, or make explicit, two examples that directly impact our sector:

- Withdrawing or materially changing a service at short notice in a way that leaves the small business stranded, for example a platform changing its terms or pricing mid-season with little warning.
- Conduct designed to dissuade a small business from exercising its legal rights, such as making it pointlessly difficult to claim a refund or chargeback.

Compliance costs (Focus Question 8)

We do not expect meaningful additional compliance costs from this extension. If the Bill passes, businesses will already have to comply when supplying consumers.[5] Applying the same standard to supply to small businesses asks nothing new of an honest operator. It simply removes the loophole that lets a tactic banned for consumers continue against a sole trader. Good live music businesses already treat their suppliers and customers fairly. This reform only catches those who do not.

Part 2 – Business-to-business dealings

Unfair practices in our sector (Focus Questions 9 and 10)

Unfair trading practices are common in live music's business-to-business dealings, and they fall on the smallest, least powerful parties. The conduct we see most often maps closely onto the examples in the consultation paper:[1]

- Last-minute cancellation with no compensation. Performers and crew, almost all sole traders, are regularly booked and then stood down at short notice with no cancellation fee, leaving them with lost income and no time to rebook the date.
- Late or withheld payment. Sole-trader artists, technicians and contractors frequently wait months to be paid for completed work, or have invoices reduced or quietly ignored. A delayed payment that a large business absorbs easily can put a sole trader's rent at risk.
- Take-it-or-leave-it standard terms and unilateral changes. Smaller venues, promoters and artists are presented with non-negotiable platform and supplier contracts that can be changed unilaterally, including changes to fees, payment timing and data rights, with little or no notice.
- Fear of retaliation. A small act or venue will rarely challenge a dominant promoter, agency or ticketing operator, because they need the relationship to continue. The imbalance is structural: there are only so many buyers and platforms in the market, and being shut out is an existential threat to a micro-business.

Market concentration sharpens all of this. Ticketing and promotion are dominated by a small number of very large, often offshore-owned operators, which limits the alternatives available to Australian venues, promoters and artists. The factors the paper identifies as heightening bargaining power imbalances, limited outside options, size differences and information asymmetries, are all present in live music.

We are providing this evidence qualitatively, drawn from across our membership. We would be glad to supply de-identified member case studies on cancellation, non-payment and contract changes if that would assist Treasury's analysis.

An economy-wide safety net (Focus Questions 11 and 12)

The ALMBC supports an economy-wide unfair trading practices prohibition that applies to business-to-business dealings involving a small business, operating as a safety net alongside existing protections rather than replacing them. For live music this is not duplication. There is no industry code covering our sector, so the existing patchwork of unfair contract terms, misleading conduct and unconscionable conduct provisions leaves clear gaps, particularly for conduct that is harsh and unfair but does not meet the high bar for unconscionability.

On the design questions in Focus Question 11:

- Conduct to capture (grey list): withholding or unreasonably delaying payments owed to a small business; cancelling or materially varying an arrangement at short notice without reasonable compensation; threatening or carrying out commercial retaliation against a small business for asserting its rights; and pressuring a small business to accept detrimental changes to an existing agreement.
- Scope: apply it to business-to-business dealings involving a small business, with the protection most clearly engaged where there is a significant power imbalance or an ongoing relationship the small business depends on.
- Legitimate interests: unlike the consumer-acquisition limb, we accept that the business-to-business limb should include an exception for conduct reasonably necessary to protect the legitimate business interests of the party engaging in it. That keeps normal, hard-but-fair commercial bargaining out of scope.
- Harm element: it should cover both financial and non-financial harm. The wellbeing toll on sole traders of non-payment, retaliation and constant insecurity is real and well documented in our sector.

Where conduct is already covered by another framework, the safety net should defer to it, so overlap is managed by the general prohibition catching only what falls through the gaps.

Costs, barriers and franchising (Focus Questions 13 to 16)

The main cost of inaction is borne by small businesses today, in lost income, wasted time and foregone opportunities. A well-designed prohibition with a legitimate-interests carve-out should impose little additional cost on businesses that already deal fairly.

We do want to flag the enforcement reality the paper itself identifies: small businesses rarely take legal action, because of cost, delay and fear of retaliation. A new protection will only work if it is genuinely accessible. That means strong public enforcement by the ACCC, low-cost dispute resolution, and clear protection against retaliation for those who come forward. Without that, a sole-trader musician will no more sue a major promoter than they do today. We do not press a separate position on franchisees above the threshold, as franchising is not a structural feature of our sector.

Remedies (Focus Questions 17 to 19)

Yes to the full range of remedies, including civil pecuniary penalties. A prohibition without real penalties will not deter large, well-resourced businesses, and our members will keep absorbing the harm. We support aligning the maximum penalties with the other key provisions of the ACL, consistent with the penalties already proposed for the consumer general prohibition.[1]

On timing, we support a reasonable transition period paired with a clear education and compliance program, so small businesses understand their new rights and larger businesses have time to adjust their practices. Where practical, aligning commencement with the consumer reforms would reduce confusion and give the whole market a single, well-understood start date.

Financial services

We strongly encourage the Government to progress alignment of financial services protections under the ASIC Act once the ACL reforms are settled. Insurance affordability and access is one of the most pressing issues facing live music venues, festivals and events, and our members deal with insurers and brokers from a position of acute weakness. Leaving financial services out of step with the ACL would leave a significant gap in exactly the area where many of our members are most exposed.

Summary of recommendations

1. **Extend the general prohibition.** Extend the proposed section 28B general prohibition to protect small businesses where they acquire goods or services as a consumer, using the same test that applies to individual consumers.
2. **Keep the test simple.** Do not add a bargaining power precondition to the consumer-acquisition limb, capture both financial and non-financial detriment, and apply one consistent test to sole traders whether they buy for themselves or their business.
3. **Use the existing threshold.** Adopt the unfair contract terms small business threshold of fewer than 100 employees or less than $10 million annual turnover.

4. **Strengthen the grey list.** Retain the full grey list and add examples relevant to small businesses, including service withdrawal or material change at short notice and conduct that dissuades the exercise of legal rights.
5. **Create an economy-wide safety net for B2B dealings.** Introduce an economy-wide prohibition for business-to-business dealings involving a small business, operating alongside existing codes, with a legitimate-interests carve-out for the business-to-business limb and coverage of financial and non-financial harm.
6. **Make it enforceable in practice.** Provide the full suite of remedies, including civil pecuniary penalties aligned with the ACL maximums, strong ACCC enforcement, low-cost dispute resolution and protection against retaliation.
7. **Allow a sensible transition.** Provide a reasonable transition period and an education and compliance program, and align commencement with the consumer reforms where practical.
8. **Align financial services.** Progress matching protections under the ASIC Act so small businesses, including in insurance, receive consistent cover.

Closing

Thank you for the opportunity to contribute. The live music sector is one of the most small-business-heavy parts of the economy, and it has been on the wrong side of the consumer protection line for too long. Extending these protections to small businesses, and backing them with real enforcement, would make a genuine difference to the people who keep Australian live music alive. We would welcome the chance to discuss this submission and to provide member case studies on request.

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