

INFORMATION

STICK WITH IT

SLOW BUT SURE

NEWSLETTER OF THE IN GROUP: THE INFLAMMATORY NEUROPATHY SUPPORT GROUP OF VICTORIA INC.

Supporting sufferers from acute Guillain-Barre Syndrome(GBS) & Chronic Inflammatory Demyelinating Polyneuropathy(CIDP)

26 Belmont Road, Glen Waverley, 3150. Victoria, Australia. www.ingroup.org.au email: info@ingroup.org.au.

NEXT MEETING – ANNUAL GENERAL MEETING

SUNDAY, 21ST AUGUST, 2011, 1.30PM

AT THE BALWYN LIBRARY MEETING ROOM, WHITEHORSE ROAD, BALWYN

OPEN FORUM

Plus a Short Film which could save a life

A small plate to share would be gratefully received. Thank you.

Dates to Remember

Sunday, 17th July, Mid Year Luncheon 12.30pm, at Lawrence Home

Sunday, 21st August 1.30 pm A.G.M

Sunday, 20th November 12.30pm Christmas Luncheon

Talk by guest speaker, Brian Williams from the Department of Justice on Consumer Rights.

Thank you for the invitation to come and address the meeting. Whilst we don't do very many Sunday's we certainly get out and about and address a lot of community groups such as yourselves on various matters that the Department of Justice (which is the overall department that Consumer Affairs is part of) look after.

What does the Consumer Affairs within the Department of Justice do?

We look after about **42 Acts of the Victorian Parliament** which means we give information and advice about them to the public. We do presentations such as this to educate the public about their rights under each of those Acts and one of the things that not too many people are aware of is we offer a free conciliation service in relation to any of those Acts. A typical scenario would be if **you buy something and you are unhappy with the product** because it doesn't work properly. You take it back but you are then unhappy with the retailer's response. You think your rights have been violated. You have more rights than what they're offering. **You seek advice from Consumer Affairs.**

We give you advice which would probably be along the lines of, **write a letter of demand to the retailer**. In other words, formalize the process. If you don't get any response or you are still unhappy, come back and see us, fill out a complaint form (a simple form) saying what your complaint is and **we will act as the independent middle person in that dispute**. We will negotiate between you and the retailer (in that particular example) and try and settle that dispute in an amicable way.

We will do that in relation to a range of the Acts that we look after. Keep that in mind. **It is a free service. What we do is offer a reconciliation service.**

I am based at the Box Hill office down at Station Street, Box Hill. About 18 months ago the Department of Justice decided to regionalize its metropolitan operation, so it transferred a number of staff to **Box Hill, Berwick and Broadmeadows** and brought in some other staff so there are **Justice Service Centres at those suburbs and Consumer Affairs is represented at each of those**. Our responsibility at Box Hill is to look after the seven local government areas in the Eastern Metropolitan area.

My title is **Regional Officer**. I am an officer of the Government in that region. I give information and advice. If you phone the Box Hill office, (I have cards and details here today) you have a reasonable chance of me answering the phone and saying "How can I help you? What is your problem?" Now as you can appreciate we have 42 Acts of Parliament and I have pretty much no idea of what your complaint is going to be or what information you want or what advice you want. It could be from any of those areas, which makes for a pretty interesting day when the phone rings. I give information and advice over the phone or if you want to drop in, then I attend to the counter as well.

I also do the conciliations so I am a part-time Conciliator. We do have one gentleman who is a **Specialist Conciliator**. He only tries to sort out **disputes in relation to motor vehicles**. It gives you an indication of the sort of problems there are with motor vehicle dealings.

The third thing I do is what I'm doing now, **Community Education**, which is probably the major role. I can be out on the road. I have done three presentations in 24 hours, one in the afternoon, one at night and one the next morning but then I might go a week where we haven't any presentations and that's when I do my conciliations. It is a reasonably interesting role and it does cover pretty much all of what we do at the Box Hill office in relation to Consumer Affairs.

What I want to talk to you about today is - **What your consumer rights are in relation to some of the things we deal with. The two major Acts that we have the majority of complaints come through and give advice about are the Residential Tenancy Act and the Fair Trading Act.**

What characterizes the sort of Acts we look after is that they each represent a market. There is a market somewhere in relation to that Act, so the Act has been passed to control a market place – to put some regulations around a market place. For example like I gave before, you buy a product, a TV, Refrigerator, whatever. That particular Act is the Fair Trading Act.

The other one I mentioned is the **Residential Tenancy**. There is a market place for rental accommodation. On the one side you have the landlord and the other side the tenant.

The number of disputes is huge. Complex – yes in some cases. **You can see there is a market place and the Act regulates that market place.**

Another, concerns Retirement Villages. **There is a Retirement Village Act that controls that market for retirement villages** which is becoming more popular as the baby boomers move into that area. Retirement village operator, resident of the retirement village - there is a market and the potential for dispute. If any of you live in a strata development which might be an apartment, villa unit, town house, then you are automatically a member of an Owner's Corporation, (formerly known as the body corporate.) There is an **Owner's Corporation Act. Who looks after it? Consumer Affairs, Victoria**, because there is potential for dispute in relation to the Owner's Corporation and each of the owners. Mixed in with that are the tenants who might be living in a strata apartment and therefore can get tied up in the dispute as well.

Almost all the **Acts we look after are around a market and in each case the consumer side of that market has Rights under that particular Act.**

The one thing you all have in common (and therefore the Act that I will concentrate on) is that you are all consumers of goods and services. Anytime you go and buy something you are automatically a consumer. What you need to be aware of is that it doesn't matter how you enter the contract. Yes, to be a consumer you must enter a contract. That is the whole crux of the protection that you get is that **there is a contract.**

People think that a contract is a piece of paper with terms and conditions and you have to sign and date it. Of course there are contracts like that. If you go and buy a car, it is what you will have to sign. If you enter into a credit contract, there will be one of those. For Insurance, there will probably be some sheets of paper. **There are thousands upon thousands of contracts that you enter into, common sorts of contracts, where there is no paper and in fact there may be no words spoken. A contract can be written or it can be spoken.**

That's one of the areas where landlords and tenants unfortunately get into difficulty. A mate comes along and says "I need somewhere to stay and I know you've got an apartment to rent out. How about you rent it out to me?" You say, "Yeah, that'll be okay". He pays you a couple of hundred dollars a week and everything goes along fine for say 12 months and then something happens. The tenant wants repairs done. The landlord wants to increase the rent. Suddenly there is a dispute. **What are the terms and conditions of the contract?** Well, it's an understanding. A gentleman's agreement and you've got all sorts of problems. **There are some contracts that definitely should be in writing to clarify things.**

There are heaps and heaps where all you do is **pick something off the shelf** at, for example, Target. **You go along to the cashier and say "I will have this" and she says "Yes, I will sell it to you" scans it and here is what it is going to cost you. And you say "Yes. I'll pay for that" and out you go. There is verbal interchange.**

There is a third type of contract also covered by Consumer Rights and that is an implied contract. No words are spoken, no words are written. Can anyone think of a contract where there is an implied contract? Probably you would have done it even today, but certainly within the last few days. Public Transport is an example.

The one that is a classic example that nobody thinks of as a real contract but is a good example of an implied contract is your petrol purchase. You drive in. You actually take the product and put it in your car. **The implication is, that by providing the bowsers for you to drive up to, the operator is agreeing that's how the transaction will take place and the implied agreement is that if you do that, you will go in and actually pay for it and you will pay whatever the price was on the bowsers. So nothing is spoken until you go and pay and then there may be nothing spoken as you hand over your credit card and swipe it. Thank you Sir, see you next time. So you have an implied contract.**

It doesn't matter how the contract is entered; written, spoken, implied – you have Rights. The rights of buying and selling goods and services, so we are talking about your electricians, plumbers and your beauty parlour and all those things where you are not buying a product, you are buying a service, you have protection there as well and all that comes **under the Victorian Fair Trading Act.**

Something significant happened on the 1st of January 2011 in relation to your Rights as a consumer. There was a bit of a campaign on the radio. **Prior to the 1st of January, each State had its own Consumer Protection Law.** We had the Fair Trading Act in Victoria. It was slightly different but similar to those of S.A., W.A., N.S.W. or Queensland and they each had separate ones. **From the 1st January a Federal Law was passed called The Australian Consumer Law. The Australian Consumer Law takes the place of each of the State Acts.** Therefore, we now have an umbrella protection for consumers federally.

Now it doesn't matter where you buy, you have exactly the same protection. Previously, if you bought something in NSW and you moved back to Victoria, your rights might have been slightly different. There could have been a complication as to who actually would look after you to settle a dispute, whether it was Victoria because you lived here, or NSW because that was where you bought the goods. That has all been done away with because **now you have exactly the same rights no matter where you live and no matter where you purchase and that includes purchases over the telephone or purchases over the internet.** I will qualify that by saying, **“Unless you buy from somebody overseas.” Australia doesn't have consumer protection jurisdiction overseas.**

There is a warning there **that if you are buying overseas, you are on your own if things go wrong.**

If you buy from somebody in Queensland or W.A. you've got some protection under the Australian Consumer Law. That's a good thing, Umbrella legislation. It doesn't mean that the Fair Trading Act Victoria has disappeared. It is still there. It's still the Act that gives us our power, **but everything from the Australian Consumer Law is built into our Fair Trading Act. We still get our power from the Fair Trading Act.**

What are your consumer protections under the Australian Consumer Law?

When you go and buy something no matter what it is, but for example a TV, **the retailer** (and they may not even know it, believe me, some of them don't, particularly since the 1st of January) **automatically gives you 9 guarantees about that product.** I am not talking about the guarantee or warranty that you fill out or that you are given on a card or sheet that comes with the product, that's an expressed warranty which we will talk about in a moment. What I'm talking about is the **retailer automatically gives you 9 guarantees about that product and anyone that provides you with a service automatically give you 3 guarantees about that service.** Sounds pretty good doesn't it?

9 guarantees about every product you buy. You don't even have to pay for anything extra. You don't have to rely on a manufacturer. **This is a guarantee that retailers give you, even though they don't know it.**

A part of our role is to educate landlords what their obligations are and we also educate manufacturers and retailers about these things

What are these 9 guarantees? Some of them you won't have to worry about, you will just assume that they are there, but it is actually in the Act, e.g., **you assume you will get good title.** In other words, **when you pay for the product it is yours.** A car with a "For Sale" sign on someone's nature-strip or in a car park somewhere. You phone them up and they say, "Yeah I'll meet you there". You do the deal. Are you sure that it is going to be your car?

When you go in and buy a toaster at Target, that's not an issue is it? You just assume that Target hasn't stolen it from somebody, but when you are buying a car from an individual, that's an example where you might think "well I am not really sure whether I am getting good title". That is **one of the guarantees, that you will get good title, that it will be yours.**

Related to that and again it is assumed in most transactions is that **there are no loans or undisclosed finance contracts on the product.** Again, Target, Harvey Norman, you go in there and you are not going to buy anything that has an undischarged credit contract on it. However, you buy something at a market, garage sale, you are not really sure. Some things you don't even think about are in those guarantees.

The one we concentrate on and the one that gives you major rights is acceptable quality. When you buy something from **a retailer he is automatically guaranteeing that it is of acceptable quality.** What do you want to know? Answer: That it can do what you want it to do. Yes, you want to know what acceptable quality means don't you? That is exactly one of the things that we mean in the Act by acceptable quality. **That it will do what it is generally accepted that particular product will do.** So you buy your toaster and what do you expect? It will toast. Without any explanation, without any specific verbal discussion between you and the sales person, **you buy a toaster and you expect it to toast. If it doesn't toast, you have got rights, because that is part of acceptable quality, its part of the guarantee that the retailer gave you. It should do what it is normally expected to do.**

The second thing is that **the product should be durable. It should do what it is expected to do for a period of time.** What is that period of time? How long should a \$20 toaster continue to toast for? Should it be as long as a \$200 top of the range toaster? Would you expect a \$200 one to be more durable than a \$20 one? **It is all to do with what is reasonable. Of course you will not find any Act anywhere which will give you a definition of what's reasonable, because reasonable depends on each individual case and it depends on perceived quality, which is linked generally to how much your pay for it.** The general assumption is that the more your pay for it the better the quality and therefore the longer it should last.

A \$20 toaster conks out after 12 months. Is that a reasonable time? Probably not really, but are you going to get much satisfaction if you take it back and jump up and down and demand a refund? No. A \$200 one after 12 months, probably you got a 12 month manufacturers warranty anyway which is

a pretty good indication that it should last longer than 12 months, so durability is tied up with perceived quality which is then linked to price.

A member asked “If I go and buy a toaster or similar item and there is a warranty card inside it and I don’t fill the warranty card in and send it in, I’m still covered by the warranty aren’t I?”

Answer: It depends what it says on the piece of paper. If the manufacturer says that you must register that warranty; must register your product with them to be covered by the warranty, then that is what has to happen. **The manufacturer’s warranty is a completely separate thing from what I’m talking about.** Member: But they are still guided by the minimum 12 month guarantee, regardless of you filling in that form? Answer: No. That minimum 12 month guarantee is what the manufacturer offers you.

The manufacturer in doing that will have a whole lot of stipulations about it. What are they guaranteeing? They guaranteeing they will repair it if it breaks down within 12 months or are they guaranteeing that they will replace it with a brand new one or giving you your money back. You would have to read the manufacturers warranty to find out which of those three (repair, replacement, refund) your warranty actually gives you and each manufacturer is going to do something different.

Member: If you sign that, you are agreeing that you will only accept their normal warranty.

Answer: That’s right.

Member: But it might be quite unreasonable, so I could say your warranty is useless, I would rather that you do what every other manufacturer does, so I will take you to Consumer Affairs, because if this breaks down within 12 months, whether I have filled in that form or not, I would expect a replacement.

Brian: What are you relying on in taking him to Court?

Member: That a product should reasonably, for that price, last 12 months regardless of whether I fill in an official paper.

Brian: Exactly, that’s what we are talking about. You have rights under statute – nothing to do with the piece of paper, but this durability doesn’t guarantee you that anything is going to last you for 12 months. 12 months is what generally is on that bit of paper. It is certainly not in the Act in relation to anything. What is in the Act says that when you buy something the retailer gives you a guarantee that it will be of acceptable quality which includes that it will last for a reasonable period of time. What’s reasonable depends on price, etc. and it might not be 12 months.

Member: I bought a fridge this week and it said, Guaranteed for 1 Year. If you wished to pay an extra amount they would guarantee it for an extra 5 years.

Brian: Was it the manufacturer who said that, or was it the retailer?

Member: It was in the little booklet so I suppose it was the manufacturer. Now what would happen if it broke down after 1 year and 1 day and you hadn’t taken out the extra insurance?

Brian: It depends whether you are trying to get some sort of remedy relying on the manufacturer doing it for you under their warranty, or are you relying on the statute of Consumer Protection which I am talking about.

This is where I said that durability is interesting and important. It relates to exactly the particular case that a manufacturer will give you a warranty and if they say you have to sign it, you have to sign it to make it valid. It is an agreement then between you and the manufacturer. **What the statute says is that you have some protection that the product you are buying is going to be durable and will last for a reasonable time. Now a reasonable time could in fact be twice as long as the manufacturer is giving you the warranty for. It might in fact entitle you to more than what the manufacturer is giving you.**

I know for a fact that one manufacturer of televisions in their warranty don't talk about refund at all. They will not give you a refund under their warranty. You might be entitled to a refund under Consumer Protection Laws, but you are not going to get it fighting the manufacturer based on their warranty because the warranty specifically excludes it, just like insurance policies exclude certain things.

Member: We paid \$900 for the refrigerator and we would expect it to last more than 12 months.

Brian: Getting back to durability, when you buy something like a fridge you have got to think about how long you think it will last, what is a reasonable time for this thing to last and if it is reasonable that it lasts for 5 years, then you could have protection under Australian Consumer Law for that whole period of 5 years, without paying another cent. If there is a dispute, somebody at some point will have to make a decision as to what is reasonable. **The only people who can make actual decisions about that and be supposedly right, is a member of VCAT or a judge in a court.** I can't do it. Nobody in Consumer Affairs can do it. You would have an opinion the same as we would have an opinion of what it might be, what is reasonable, but the only people who can actually make a decision is VCAT members or judges. That's the end point of a dispute.

If you come to me after 2 years and say "I bought this fridge, 12 month warranty, it's now 2 years, I think it should have lasted longer." We would take the case on. We would try and conciliate it for you and if the manufacturer swore black and blue 2 years is reasonable, we would suggest you went to VCAT. It would cost you \$50 to get a hearing at VCAT. You would have to wait for 6 months but you would eventually have your day in court and the VCAT officer would then make a decision. Yes a refrigerator of that particular price, of that particular quality should last longer than this so therefore you are entitled to whatever he says you are entitled to.

Consumer Affairs gets approximately 20,000 enquiries or complaints every month and if 10% actually results in somebody lodging a complaint and us trying to conciliate and 10% of those go to VCAT, there is 200 that month. **Now that you know your rights** and your fridge breaks down after two years and the retailer won't sort it out **you may choose to go off to VCAT** providing you can wait 6 months.

That's durability and durability therefore is something you need to think about before you go signing and paying for extended warranties.

The extended warranty that you are offered (that's why I asked the question: Was it the manufacturer who was giving you the 5 years because if it was, it would be a little bit unusual) is an insurance policy that you are buying, not from the retailer, not from the manufacturer but it will have the name of whatever company is giving you **an insurance policy over those goods**.

If it breaks down over that period, they will do certain things. As with most insurance policies more than likely it will be that they won't do certain things. They won't do these but they will do this. You probably will find they will not give you a refund. If it's a repair it is more than likely that they will need to repair it at their particular service centre which might be in Adelaide and you have to get the goods to them. **If it is the particular company I'm thinking of, they may offer you a replacement but it won't be a replacement with a new product. It will be a replacement with a refurbished product. In other words, another one that has broken down they then fix and give you. They would have a whole stack of TV's out the back. If yours breaks down after 2 years, they go along to a 2 year old one comparable with yours. It lasted you 2 years so here's one of comparable value. You are not getting a new one.**

These are all the things that are in the manufacturer's warranty and the manufacturer can put whatever they like in their warranty.

Member: Years ago a group of us bought new TV's at a good price. They told us the tubes didn't last very long so we all took out insurances on the tubes. The tubes lasted longer than the TV's. They must have made some money out of those **insurance policies**.

Brian: Yes, and they are still doing it now, but **they are not as honest and now** they don't say it is an insurance policy they say it is an **extended warranty**.

Message – you have protection under Australian Consumer Law for a reasonable period of time which may in fact be longer than the manufacturers warranty, so if you take it back after 13 months with a 12 month manufacturers warranty and the retailer says it is out of warranty we are not doing anything, don't move out of the store. Say, I'm not asking you to do anything under the warranty, I'm asking you to do something under the Australian Consumer Law. The Australian Consumer Law takes priority over the manufacturer's warranty. If there is any doubt, go for the Australian Consumer Law.

Even if you have signed the warranty you can't sign away legal rights.

Some companies (I can think of one particular matter, they sell computers but it is not a brand of computer but a retail store) they have been prosecuted for false and misleading information in relation to their warranty, because their warranty said we will not give you a refund or something like that. **Now they can't say that because they can't reduce your statutory right and if something breaks down within a reasonable period of time and it is a major fault, a major breach of these guarantees, you have got an entitlement to a refund. Even if your manufacturer's warranty that you signed said that you are not entitled to a refund, you can tear it up and throw it away, come to us if its 13 months. If it is a major breach we will fight tooth and nail for you to get a refund.** Now it might not be a full refund, but if we believe it is reasonable to expect the thing to last 5 years and its lasted 13 months, well if you get 4/5ths refund, you have had 12 months use out of it, 4/5ths is not too bad. Nobody can contract out of your statutory rights, including you. **You can't sign**

anything that says I agree that I will never get a refund, because the statute says that you might be entitled to one.

A good example is: What do retailers sometimes do to try and make sure you don't bring something back? They have a no refund on sale items. No refunds after 7 days. No refund unless the product hasn't been opened. How can you tell whether a video game works or not if you don't open it? Crazy. What if you get a computer cartridge and it has all these stickers and bits you have to pull off where you have to take it out of the package, pull all the bits off, put it in your computer, send something to your printer and then find out oh it's faulty or it says on the front it is a red cartridge and it is actually a blue one and won't do what it is supposed to do. All of those signs are illegal. Ignore them in fact tell the retailer that their sign is illegal. If you buy a sale item and it is faulty, it is absolutely no different to if you had paid full price and it was faulty.

Ladies fashion shops are a prime example. They put a rack out the front of last season's fashions. They don't want them returned because they are summer. They don't want to hand on to them until next summer because they are out of fashion. So what do they do? No refund on sale items. No returns on sale items. **However, if it is faulty it doesn't matter how you buy it, where you buy it, when you buy it, how much you pay for it you have protection, except if you buy something at Auction. Then you have no protection.**

Question from Member: What if you see a sign that says May Have Slight Flaws?

Consumer Protection still relates to seconds and damaged goods generally, however, unless they specifically say that the seam under the arm is coming out, you may still have some protections because putting a general blanket over it and not drawing your attention to what is actually wrong with it, (what they think might be wrong with it) might be totally different from what you are bringing it back for. For instance, if the seam was coming undone and you said "I can stitch that up, I'll take it". They have pointed it out to you but when you put it on there is a big hole near the elbow which you didn't see. You might be able to take it back and say you pointed that one out but what about this one? It's faulty.

All that I have been talking about on Consumer Law is on an application that you can load up onto your Iphone or other smart phone and when the retailer says "That's our Policy" you can say, but it is not the law. This is the law.

There are situations where you are not entitled to any remedy under these 9 guarantees. **It is not true that anything that goes back can get a refund. It is only if one of the 9 guarantees are breached. For instance, if you change your mind, you buy something and you decide you don't like it, the shop is under no obligation to take it back.** If they do, they are doing it for good customer relations. If you change your mind, you are not entitled to anything. If the retailer gives it to you, continue to shop there. Places like Target and Kmart will take things back without even asking if there is anything wrong with it for good customer relations so people tend to get the impression that they are entitled to it.

You are not entitled to anything if you haven't got proof of purchase. What is the main proof of purchase that we have? The receipt. What's the problem with receipts these days? They fade away. So if we are talking about your refrigerator lasting 5 years, we are hoping that when you

want to take it back that you go to your special place where you keep your receipts and you will actually be able to read it. Photocopy your receipts or if you have an Iphone or any smart phone, there is a place where you can take a photo of your receipt and store it. No receipt. No claim unless the retailer decides to. If you change your mind, it is up to the retailer.

Question: Earlier you advised that you would conciliate on behalf of a tenant with a landlord. Would you also conciliate with a tenant for a landlord?

Brian: We will educate both sides; give information to both sides **but only act as an individual middle person to try to conciliate an outcome if it is the consumer that brings the complaint.**

The use of the Made in Australia logo isn't our area however, making false claims about a product is. So if someone is saying a product is Australian Made and it in fact isn't, that's misleading and deceptive.

Jewellery shops are great at putting little cards in the window saying WAS \$2000 is now \$200.

There are **two jewellers which Consumer Affairs or the ACCC have prosecuted** for doing exactly that because it is misleading. **Difficult to prove, but we did**, that the product was never sold at the WAS price. For them to say that, **the product has to have been sold for a "reasonable" time at the original price.**

If you buy something on a Saturday and on the Monday you get a catalogue in the mail and it is \$50 cheaper, so you say I'll take it back and get the cheaper one, that's basically "change your mind" that doesn't work that way.

Telemarketers and Door to Door Sales are specifically covered in Australian Consumer Law and you do have very strict rights. They are restricted as to when they can come and when they can call you and there must be documentation provided for door to door sales.

Telemarketing. If you agree to something over the phone, they have 5 days to get the documentation to you, and you have 10 days cooling off period once you get the documentation. Don't let them say you have got to do it today (particularly with door to door salesmen) when there is no documentation.

As far as Telemarketing there is the DO NOT CALL REGISTER. I would encourage you to register for that. You can register your mobile phone and your landline and it now lasts for 5 years. If you registered when it first started (when it was only for 3 years) you may start to get calls because you have dropped off. You need to re-register.

Telemarketers have to tell you who they are working for. They can tell you which country they are in and which company they are working for and if you have a complaint you can contact the company.

Finally, we do look after the **Motor Car Traders Act** and we have a special campaign at the moment asking people to give us information about any suspected unlicensed motor car trader. An **unlicensed motor car trader is one that obviously isn't licensed under the Motor Car Traders Act, like you and me selling more than 4 cars. If you suspect anyone in your neighbourhood or you see**

cars on a particular nature strip all the time and it is the same organization or person selling them, give us a call and we will be particularly interested in finding out.

Contact with the New Zealand Guillain -Barré Syndrome Support Group (NZGBSSG)

I had the good fortune to be in Wellington on the 30th April when the NZGBSSG was holding its biennial conference and AGM. Many of the members attending remembered my wife Valerie's speech to the group four years ago, when she described how she survived and what she had learned during her long and damaging episodes of CIDP. They all wished her well.

I was warmly welcomed and invited to say a few words, so I took the opportunity to say that Valerie is still well and travelling steadily, without any treatment. Her only setback in recent years was a bad CIDP attack in 2008, from which she has now recovered. She and I believe that this attack was brought on by four hours of surgery under general anaesthetic to mend (unsuccessfully) a hand crippled by two years of CIDP paralysis. We have since learned from various neurologists that severe stress, physical trauma or major illness is likely to bring on renewed attacks of CIDP. The thrust of my little speech was: if you have CIDP, try to do all you can to avoid stress and trauma.

From our side of the Tasman NZ seems like a pretty small country, but from top to bottom it's almost as long as the distance from Brisbane to Hobart. To gather a good number of the far-flung support group members into one place for a meeting isn't easy, so to make these two-yearly affairs worthwhile, they stage them at a hotel with full conference facilities, and the speakers over three days will include GBS and CIDP sufferers, carers and a wide range of medical specialists. I couldn't stay for the whole time but was lucky to hear a talk by Dr Gareth Parry, author of "Guillain-Barré Syndrome, From Diagnosis to Recovery".

I had a big surprise when I walked in to see our own well-known IN-Group member and auctioneer Ken Clarke standing there. He was holidaying in NZ and decided he'd schedule in a visit to this conference.

Any IN-Group members who happen to be in NZ when the next NZGBSSG conference is held in 2013 will, I'm sure, be assured of a friendly reception. The website is www.gbsnz.org.nz. Papers and information from this recent conference will be published here.

Peter Simpson

LATERAL GRIFOLS CORRECTIVE COMMUNICATION TO THE IN GROUP MEMBERS

In the January 2011 INFORMATION newsletter there was information provided from Lateral Grifols about an IVIg product Flebogamma 5% DIF. This email communication was inappropriate to distribute to your organisation, as the information could be considered promotional, which is not compliant with the Medicines Australia Code of Conduct.

The information provided in the email contained claim/s regarding Flebogammas' safety profile, product details, and the disease states where it could be used, that were either factually incorrect, misleading, or not supported by adequate evidence.

As such, Lateral Grifols would like to request the IN Group and its members to disregard the information provided in the January 2011 newsletter. Lateral Grifols apologises for any confusion or misinterpretations that may have been created by these claims.

If you have any questions about available therapies to treat your condition, please consult your doctor.

SPECIAL ANNOUNCEMENT: The IN Group would like to congratulate Ken Clarke on receiving an OAM in the Queen's Birthday honours. Well deserved Ken.

WINTER LUNCHEON 12.30PM ON SUNDAY, 17TH JULY, 2011.

\$15 per head. RSVP by 14th July, 2011

to

Margaret 9802 5319 or email douglawrence26@optusnet.com.au

or

Melva 9707 3278

Come along and enjoy the fun, food and friendship.

E-mail Mailing List

If you would like to be included on the IN Group email mailing list please send an email to John Burke at the following email address jburke@contracts.com.au

If you use *hotmail* or have junk mail filtering software running you will have to include the above email address in your "safe list" otherwise *hotmail* or you junk mail software is very likely to delete our emails.

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INFORMATION

Newsletter of THE 'IN' GROUP: THE INFLAMMATORY NEUROPATHY SUPPORT GROUP OF VICTORIA INC.

Supporting those with acute Guillain-Barre` Syndrome(GBS), Chronic Inflammatory Demyelinating Polyneuropathy(CIDP)

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