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ARTICLES

One-Stop Shop: Consumer Credit Issued at the Point of Sale – *Lucinda O'Brien, Ian Ramsay, Paul Ali and Mihika Upadhyaya*

In Australia, most providers of consumer credit must possess an Australian Credit Licence (ACL). Licensees are subject to obligations, including "responsible lending" requirements. At present, providers of goods or services who offer credit to consumers at the "point of sale" are exempt from this licensing requirement. In 2019, the Commonwealth Government pledged to abolish this exemption. More recently, however, it has moved to repeal much of the responsible lending regime. This article outlines the unique features of point-of-sale credit. Drawing on focus groups conducted by the authors, it evaluates claims that point-of-sale credit can cause harm, particularly to vulnerable consumers. It concludes that even if the responsible lending regime is no longer to have general application, all providers of point-of-sale credit should be required to obtain an ACL. They should also be subject to specific rules, like other "high-cost", "high-risk" products such as payday loans and consumer leases. 3

Letters of Credit: Model for the Illegality Exception and for the UCP to Address Exceptions to the Principle of Autonomy – *Mohd Hwaidi*

This article analyses when illegality is considered an exception to the principle of autonomy in documentary letters of credit. It develops a model for the illegality exception under English law based on doctrinal study, policy reasoning, identified pragmatic problems and expectations of the international business community. It argues that it is time for the Uniform Customs and Practice for Documentary Credits to nudge national laws toward appropriate outcomes for fraud and illegality exceptions, and develops a model based on cognitive dissonance theory, rational choice theory and nudge theory. 26

The Banker's Obligation to Pay and the Scope of the Quincecare "Duty" – *Lee Aitken*

The judgment of Steyn J (as he then was) in *Barclays Bank Plc v Quincecare Ltd* established that a bank owes a coterminous "duty", both in contract and tort, not to pay upon a customer's instruction if the bank has been put upon inquiry of some malfeasance. This "duty to inquire" cuts across the commercial obligation of the bank to pay promptly upon being told by its customer to do so. How are the two obligations to be reconciled? Recent case law has examined the scope of this duty. This article explores the recent case law in the context of the large problems that remain with respect to both the degree of "knowledge" to be sheeted home to the bank, and its attribution to the relevant bank officers. 43

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