

6 December 2019

Franchising Taskforce
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Submission in response to Regulation Impact Statement (RIS)

To whom it may concern:

Please see below the Franchise Advisory Centre's response to the recently released Regulation Impact Statement (RIS).

The Franchise Advisory Centre is the largest provider of professional development for franchisors in Australia, and actively promotes best practise in the sector. As director and founder of the Centre, I have 30 years experience at franchisor, franchisee, advisor and educator level. I am also a franchisor through my role as director on the boards of two franchise brands, which unlike most franchise brands, are ultimately owned by their franchisees (ie. the franchisees are the shareholders of the franchisor).

For more details about the Franchise Advisory Centre or my own experience and background in franchising, visit www.franchiseadvice.com.au or google Jason Gehrke.

The submission below specifically addresses options that are conditionally or fully supported or opposed, and is laid out in table format with the RIS option to the left and my response to the right. Options that propose to maintain the status quo have no specific response below, as none is needed. While not all options may have a specific response, all 17 RIS questions have been addressed.

Please feel free to contact me if you require any additional information.



Jason Gehrke - Director
[Redacted]

RIS Responses – Franchise Advisory Centre

Option	Concerns / Issues
<p>Option 1.1.2 (c) Increased and formal financial disclosure</p>	<p>This option risks putting franchisors in a position of making representations to franchisees.</p> <p>A clear distinction needs to be made that for the sale of a going concern, actual financials must be provided by the vendor, which more often than not is another franchisee, and not the franchisor themselves. (Indeed there should be no requirement for a franchisor to provide financials for the sale of a going concern where that business is not operated by the franchisor themselves).</p> <p>For greenfield franchises (ie. new start-up locations), franchisors are not currently prohibited from providing actual financial data aggregated and averaged from their network, however without an explicit requirement to do so (and some protection against misrepresentation claims as a result) franchisors generally prefer not to for fear of this information being held against them as a misrepresentation.</p>
<p>Option 1.1.3 Simplified disclosure</p>	<p>This could see a return to the Annexure 2 disclosure format which first existed when the Code was introduced in 1998. Franchisors with offers under a certain investment threshold were given the option to use a shortened (Annexure 2) disclosure document, but were still required to provide the long-form version on request.</p> <p>It would be feasible to re-introduce this two-tier disclosure requirement.</p>

Option	Concerns / Issues
Option 1.2.2 (a) Franchisors would be required to include a statement about the accuracy of financial statements	<p>This is not feasible where franchisors are <u>not</u> the vendors of going concerns. This is only practical if it is applied to exiting franchisees who are selling their businesses (and that these franchisees are required to provide the information direct, rather than via the franchisor), or applied to franchisors where they are selling company-owned locations.</p>
Option 1.2.2 (b) National franchise register	<p>This initiative is supported on the following basis:</p> <ul style="list-style-type: none"> • Registration is managed by government (via the ACCC or ASIC) or industry (eg. the Franchise Council of Australia) and NOT by private enterprise. • Registration does NOT require mandatory provision of franchise agreements and disclosure documents, which overcomes concerns about implied endorsement of brands, as well as concerns about security of sensitive commercial data; • Registration is mandatory, requires annual self-certification, and collects only limited data for the purpose of statistical reporting (eg. System age, number of franchisees, investment range, industry category, royalty structure, etc) • Registered systems are required to annually self-certify (similar in a way to companies completing their annual company statement for ASIC); • Registration fees are no greater than that for lodging an annual company statement for ASIC; • The ACCC includes self-certifications in its random audits of franchisor documents to police the integrity of the information provided.
Option 1.2.3 Pre-entry education	<p>The online pre-entry education program hosted by FranchiseEd was originally produced by Griffith University's Asia-Pacific Centre for Franchising Excellence under contract to the ACCC. (In full disclosure, please be advised that I conceived and wrote this program for Griffith University at the time).</p> <p>This education program is still as valuable and relevant today (and indeed has inspired an almost identical copy of the program in New Zealand), however has NO VISIBILITY to potential franchisees in its current location, and is unlikely to be found online by anyone making initial inquiries about buying a franchise.</p>

Option	Concerns / Issues
	It is strongly encouraged that this program be given the visibility and access it deserves by being hosted on either the ACCC's website (where other similar education programs already exist), or on a dedicated government franchise information website (eg. www.franchise.gov.au) and promoted via www.business.gov.au and other means (including industry websites) to reach as many potential franchisees as possible BEFORE they commit to a franchise.
Option 1.3.2 A new government online educational resource for the franchising sector	Absolutely supported. See comments directly above.
Option 1.3.3 Mandatory legal and financial advice	Supported, with exceptions for franchises where the initial investment is under \$60,000 (as the cost of advice at this investment level is disproportionately high to the value of the investment), and for renewals on the same commercial terms, as well as for sophisticated investors.
<p>1. What are the critical pieces of information that should be contained in a summary document?</p> <p><i>Refer to Annexure 2 disclosure of the 1998 version of the Franchising Code.</i></p> <p>2. If a national franchise register is established, what information should it contain? What would be the benefits and costs of a national franchise register?</p> <p><i>See response to Option 1.2.2 (b) above. Research benefits would be significant, as would compliance auditing and enforcement. Costs would be minimal if self certification is adopted, and fees should be aligned to those for the lodgement of annual company statements with ASIC. Such a register need not cost much to establish, and should logically be administered by government or industry (not private enterprise).</i></p> <p>3. There are a number of existing educational resources on franchising. What additional education options for prospective franchisees should be made available? If there was an online educational resource which brought together the available franchising education options, what would its costs and benefits be?</p> <p><i>Additional education options could include government support or promotion of existing programs (eg. The Franchise Advisory Centre's one-day Introduction to Franchising course, held quarterly in Brisbane, Sydney and Melbourne).</i></p> <p><i>There would be significant benefits to bring all existing government education resources under the one website, particularly the current pre-entry education program hosted privately by FranchiseEd. This new website could also host the national franchise registry. The costs would be minimal, but the public benefit for franchise intenders could be significant.</i></p>	

Option	Concerns / Issues
<p>Option 2.1.2 Extend cooling off to 14 days and modify the circumstances which trigger the commencement of the cooling off period</p>	<p>Not supported. Seven days is already longer than mandatory cooling-off periods for other common commercial agreements.</p>
<p>Option 2.1.3 Amend the Franchising Code to extend the disclosure period to 21 days, with the ability to waive part or all of this period with written agreement of both parties</p>	<p>Supported, providing that there are appropriate safety measures in place to ensure that franchisees are not pressured into reducing or waiving this period. These could include:</p> <ul style="list-style-type: none"> • If the franchisee is an existing franchisee renewing or extending their franchise on the same commercial terms; • If the franchisee is a sophisticated investor; • If the franchisee is investing in franchise that costs under \$60,000, and has successfully completed the government-endorsed online pre-entry education program for potential franchisees.
<p>Option 2.2.2 Extend cooling off periods, transparency, and termination rights in relation to leases</p>	<p>Not supported. This creates far too much practical uncertainty for franchisors who as a matter of policy hold head leases on sites and who could be left with sites they are not capable of operating themselves unless they can also exercise the same cooling-off in regards to their head lease arrangements with lessors.</p>
<p>Option 2.2.3 Provide a new cooling off period of seven days where lease terms are 10 per cent above maximum estimates provided in disclosure documents</p>	<p>This is not unreasonable, and creates a reverse incentive for franchisors to take greater care when investigating leasing costs for a potential new location. However, as this creates a conditional trigger for cooling-off compared to the current unconditional mechanism, it would require some structure and transparency to ensure that neither the franchisee or franchisor can opportunistically cool off by manipulating lease term data, although this to a certain extent would be covered by the requirement for the parties to act in good faith toward one another.</p>
<p>Option 2.2.4 Improve education and awareness around leasing and franchising</p>	<p>Fully supported. See comments re education above.</p>

Option	Concerns / Issues
Option 2.3.2 Extend cooling off to transfers, extensions and renewals	Not supported. See comments in Option 2.1.3 above
Option 2.3.3 Extend cooling off to transfers only	<p>Supported. This is not an unreasonable obligation given that it already exists in the acquisition of a new franchise anyway, and puts more responsibility on vendor franchisees to ensure that they have correctly represented the business to buyers to mitigate the risks of a sale failing to complete.</p> <p>Sellers of businesses could have sales fail to complete for other reasons (eg. a buyer's failure to gain finance approval, or a franchisor reasonably withholding consent where the buyer fails to meet the selection criteria, etc), so sellers already accept this risk and adding a cooling-off period does not exponentially increase this risk.</p>
<p>4. What are the practical implications (costs and benefits) for prospective franchisees and franchisors of increasing cooling off or disclosure periods?</p> <p><i>See comments above</i></p> <p>5. How easy is it for franchisors to provide reasonable estimates of leasing costs before they are finalised?</p> <p><i>This may depend on the cooperation and responsiveness of landlords, however if a franchisor is to hold a head lease, it would be reasonably expected that they should know this detail by the time they are in advanced discussions with a franchisee for that site.</i></p> <p>6. How often are leasing arrangements finalised after the cooling off period expires? What are the implications of having the cooling off period commence after a lease is finalised?</p> <p><i>This creates a risk to the franchisor of being stranded with a site they have no capacity to operate (see comments above)</i></p>	

Option	Concerns / Issues
Option 3.1.2 (b) Introduce civil pecuniary penalties for a breach of clause 31.	This is only supported where the non-compliance has been wilful and deliberate, rather than genuine cases of oversight, as may occur in small and resource-challenged franchisors.
Option 3.1.2 (c) Increase the frequency and standards of reporting of marketing funds	Quarterly reporting may be too onerous on franchisors, and incur too great a cost to the marketing fund itself. Half-yearly would be an appropriate compromise.
Option 3.1.2 (e) Clarify the distribution of marketing funds in the event of franchisor insolvency	A decision by the Victorian Supreme Court earlier this year in relation to collapsed franchise brand Aussie Farmers Direct found that marketing funds were not held in trust by the franchisor, and therefore available to distribute to creditors (which in this case included franchisees who were owed money by the franchisor). This makes sense. While the fund is made up of franchisee contributions, franchisees expense their contributions to the fund at the point when they are made, so treat the money as “spent”. Equally, exiting franchisees are unable to claim any unused contributions at their time of departure. The case law already seems to clarify this issue and should not require further interference by the Franchising Code.
Option 3.1.3 Increase awareness and provide guidance around existing legal obligations	Fully supported. In 2019, the ACCC released an updated model disclosure document to provide improved guidance to franchisors on how to meet their disclosure requirements. It is strongly encouraged that a similar guidance document be produced for marketing fund audits, which includes clear guidance as to what constitutes “legitimate marketing expenses” to make up for the lack of definition of this term in the Franchising Code.
<p>7. What would ‘meaningful information’ look like in terms of marketing fund disclosure?</p> <p><i>This depends on what is determined as “legitimate marketing expenses”. As suggested above, a guidance document from the ACCC would be very helpful to the sector in this regard. Such guidance documentation may include a requirement for the franchisor to provide independent market research to support their selection of media and weighted media spend to offset franchisee concerns about abuse of the fund.</i></p> <p>8. How does the benefit of increased frequency of reporting of marketing funds compare to the costs of increased administration?</p> <p><i>Reporting on a half-year (not quarterly) basis as suggested above should not represent a doubling of administration costs for franchisors.</i></p>	

Option	Concerns / Issues
<p>Option 4.1.2 Address conflicts of interest in the handling of supplier rebates to franchisors by requiring increased disclosure</p>	<p>Strongly opposed.</p> <p>The Matthews Inquiry in 2006 examined this exact same issue and after consultation with the franchise sector concluded that disclosing rebate amounts or percentages would be harmful to the competitive advantage of an organisation and compromise the value of its supply chain as there is every likelihood that rebate information would eventually fall into the hands of competitors who would seek to leverage that to their advantage.</p> <p>This recommendation also fails to consider that some franchise brands have evolved from buying groups, and consequently derive their income largely or fully from rebates provided by suppliers, rather than by fees charged as a fixed amount or as a percentage of a franchisee’s gross sales. The loss of competitive advantage in this instance could not just disadvantage a brand, but ruin it altogether. (By way of disclosure, I am a director on the board of two brands which have both evolved from buying groups and derive their income this way. Incidentally, these brands are both owned by their franchisees (ie. the franchisees are the shareholders of the franchisor), so if this recommendation were adopted you risk the perverse outcome of a measure designed to protect franchisees actually harming them).</p> <p>INSTEAD, it is proposed that the following be required::</p> <p><i>Where franchisors receive rebates from suppliers in addition to a royalty charged on gross sales, the franchisor must disclose to the franchisee whether the rebate income will be distributed to franchisees in part or full, or otherwise applied to the common benefit of franchisees by application to the marketing fund, conference fund, or such other fund managed for the benefit of the brand’s franchisees as a whole.</i></p>
<p>Option 4.1.3 Prohibition of supplier rebates in circumstances where franchisor specifies maximum franchisee sale prices</p>	<p>Not supported.</p> <p>This recommendation does not allow for valid commercial scenarios where brands may offer promotional discounts, or require obsolete stock to be liquidated, etc. It also does not consider the extent to which any one product or service subject that is subject to a rebate contributes to a franchisee’s overall income. For example, in a cleaning franchise where the single largest cost of the service is the cost of labour, a rebate on cleaning supplies may be insignificant to the total cost of the service, whereas in an appliance retail business the size of the rebate may make a meaningful difference to the final sale price, and hence marketability of the product.</p>
<p>Option 4.2.2 Modify the Franchising Code to define significant capital expenditure and provide rights for franchisees to recoup the value</p>	<p>Not supported in its current form.</p> <p>This recommendation has two parts. The first is to improve the definition of significant capital expenditure, which only defined by what it is not in clause 30(2) of the Code. An expanded definition could be useful and is supported in principle subject to the definition itself.</p> <p>The second part of this recommendation includes a requirement for the franchisor to “ensure franchisees receive a return on capital expenditure”.</p>

Option	Concerns / Issues
of significant capital expenditure	This cannot be supported in its current form, as circumstances well beyond the control of the franchisor (eg. landlords, competition, shifting consumer trends, etc) may influence the outcome here. Instead, this recommendation should be modified to include a good faith obligation for the franchisee to have a reasonable opportunity to receive a return on their investment, subject to the balance of their existing term, or as a precondition for renewal for a further term, or as a precondition for a transfer of the business. (These last two scenarios are fairly common where franchisees may be required to bring their businesses up to standard for a renewal, or in order to sell their business).
Option 4.2.3 Clarify franchisee rights when significant capital expenditure is required	Supported, but question the genuine need for this option to be adopted. In reality, franchisees either agree to the capital expenditure or they don't. Those who don't may not be renewed at the end of their term if the expenditure is for a material change or improvement to the business to maintain uniformity and competitive advantage. Equally, a franchisee who doesn't agree to the capital expenditure could exit the business through a sale process. If franchisees wish to exit, franchisors commonly reserve option rights under the franchise agreement to buy back going concern businesses, or the assets of a business if not a going concern.
Option 4.3.2 Banning or limiting the circumstances in which franchisors can unilaterally vary franchise agreements	Opposed. Franchise networks already struggle to implement change fast enough to compete with corporate chains. Requiring formal procedures for a majority of franchisees to agree to changes to agreements, policies and manuals would risk diminishing corporate agility to the point of non-viability, as franchisees' short-term self interests would potentially outweigh the long-term interests of the group as a whole. Under this recommendation, only popular changes would be accepted, not changes necessary for the future of the brand. (It is principle of organisational leadership that unpopular decisions sometimes need to be made for the greater good). In addition to the concerns above, there are already provisions in the Australian Consumer Law which prohibit unfair contract provisions in business to business contracts, which has the same effect as proposed by this recommendation without requiring further changes to the Franchising Code.
Option 4.3.3 Increase awareness around legal rights	Supported. See earlier comments supporting improved access to pre-entry education for franchisees. Franchisee awareness of best practices in franchising change management should also be increased via education. Current best practise in franchise change management has franchisors consult widely with franchisees, test and measure changes in company-owned outlets first, replicate this test in one or more franchisee outlets, and seek endorsement via the brand's Franchise Advisory Council (a committee of elected franchisees who provide input on system improvements to the franchisor). If franchisees are aware that this is

Option	Concerns / Issues
	best practise change management before investing, they can choose to avoid joining those systems which do not follow this process.
<p data-bbox="236 338 1358 405">9. What information should franchisors disclose in relation to supplier rebates? Are there any barriers to providing this?</p> <p data-bbox="284 443 544 472"><i>See comments above</i></p> <p data-bbox="236 510 1353 577">10. If franchisors are required to ensure franchisees get a return on their significant capital expenditure, how might this be done in practice?</p> <p data-bbox="284 616 544 645"><i>See comments above</i></p> <p data-bbox="236 683 1369 817">11. If franchisees are given a right to review capital expenditure business cases (which must be presented to franchisees by the franchisor under clause 30(2)(e) of the Franchising Code for expenditure that the franchisor considers is necessary for capital investment), how would this right be exercised?</p> <p data-bbox="284 855 1369 1176"><i>Self-interest suggests that even capital expenditure for a long-term commercial benefit may fail if the franchisee does not have the short-term capacity to pay for or otherwise implement the innovation. Any rights granted in this regard could seriously slow down the pace of change and disadvantage franchise groups against more agile competitors, resulting in even worse outcomes for franchisees overall. No specific rights should be given to franchisees to review capital expenditure business cases, other than via the endorsement of otherwise of their brand's Franchise Advisory Council, and their individual freedom to exit their business via a sale process (which may or may not require them to complete the capital expenditure as a precondition of the sale in any event).</i></p>	

Option	Concerns / Issues
Option 5.1.2(a) Merge OFMA and ASBFEO	<p>Supported, providing that this option also includes an outreach program for the merged entity to engage more actively with the mediation services also provided by Small Business Commissioners in most states.</p> <p>Pre-entry education for franchisees has a role to play in also raising awareness about mediation (and enabling mediation as early as possible) in the event of a franchising dispute.</p>
Option 5.1.2(b) Strengthen third party involvement in dispute resolution, including pathways for binding dispute resolution	<p>This option is not supported unless:</p> <ul style="list-style-type: none"> • Mediation has been attempted between the parties but has not resulted in an agreed outcome; and • Conciliation has been attempted following mediation, but failed to reach an agreed outcome; and • Where the parties agree to arbitration and agree as to who should be the arbitrator; and • Where the cost of arbitration is capped in a similar manner to the fee structure for OFMA mediators, so that arbitration costs do not risk matching those of litigating in court.
Option 5.1.2(c) Clarify the availability of multi-party mediation	<p>Supported. Multi-party mediation is rare but should be made available. Again, improved pre-entry education can increase awareness of this.</p>
Option 5.1.3 Clarify the complaint handling procedure requirements in the Franchising Code, to require dispute resolution processes be included in franchise agreements. Provide best practice guides for these processes (including options and timeframes).	<p>Further education for franchisees and franchisors and best-practise dispute management would be helpful.</p> <p>Many franchise agreements already deal with complaint-handling procedures by reference to the dispute resolution provisions of the Code. Requiring specific detail to be included would potential increase costs to franchisors, particularly given the frequency of Code reviews over the last 10 years.</p> <p>A timeframe requirement for mediation to commence is not unreasonable, providing that it can be supported administratively by the proposed merged OFMA/ASBFEO office. An analysis of past disputes referred to the OFMA would provide some insight into what this minimum timeframe should be, however there should be an exception to this timeframe where both parties agree to an extension.</p>

Option	Concerns / Issues
	<p>12. A number of stakeholders have told the Taskforce that the cost of arbitration can be comparable to going through the court system, and that conciliation may be a preferable alternative alongside mediation. In what circumstances could conciliation be an effective alternative dispute resolution process?</p> <p><i>Conciliation may be a preferred intermediate step between mediation and arbitration. See comments above.</i></p> <p>13. Would you consider including arbitration to resolve disputes in your franchising agreement, if a clear voluntary option were provided?</p> <p><i>Possibly. See comments above.</i></p>

Option	Concerns / Issues
Option 6.1.2(a) Additional requirements where the franchisor is terminating in special circumstances	<p>Partially supported.</p> <p>Of the seven special circumstances outlined in clause 29(1) of the Code, items (e), (f) and (g) need further definition to avoid capricious terminations or significant damage to the franchise brand as follows:</p> <p>Amend 29(1)(e) to give a franchisor rights to terminate if <u>charged</u> with a serious offence, to mitigate brand and reputational damage to the network before a conviction has been determined – in some cases years – after the serious offence has occurred;</p> <p>Amend 29(1)(f) to establish an external benchmark for endangering public health or safety (ie. a failure to comply with any remedy notice provided by a public health or safety authority, law enforcement authority, or such other authority relevant to the franchisee’s business). This overcomes the risk of terminations for trivial breaches subjectively assessed by the franchisor;</p> <p>Amend 29(1)(g) to further define the meaning of “act fraudulently” to include deliberate underpayment of workers resulting in a prosecution by the Fair Work Ombudsman. (Note: Underpayment of royalties to the franchisor should not be included in this definition as franchisors typically reserve rights in their agreements to audit franchisees’ accounts, and sanction franchisees where royalty underpayment has occurred.)</p>
Option 6.1.2(b) Provide statutory termination rights to franchisees	<p>Not supported.</p> <p>This risks opportunistic behaviour by franchisees that can undermine the franchisor’s business, or even a whole network. Franchisees who wish to exit can sell their business, and the Code already prohibits franchisors from being unreasonable in withholding consent to a sale.</p>
Option 6.1.2(c) Holding rent payments from franchisees in trust	<p>Supported.</p> <p>Rent payments from franchisees under sublease arrangements should not be treated as revenue or banked into the franchisor’s general account. In the 2008 collapse of retail chain Kleins, many franchisees only learned of their franchisor’s financial distress when they were locked out of their shops by landlords who had not received rent from the franchisor, despite the franchisees paying them up to date.</p>
Option 6.1.3 Clarify the termination processes available to franchisees and support greater awareness of negotiation pathways	<p>Supported. Refer to previous comments in support of a government franchise education website and the development of further franchise education materials.</p>
Option 6.2.2	<p>Supported. This is a moderate but sensible amendment to improve franchisee</p>

Option	Concerns / Issues
Amend franchising agreement requirements and clarify wording of clause 23 of the Franchising Code	understanding of consequences of termination, but which does not undermine franchisors' contractual rights.
Option 6.2.3 Codify common law that restraints of trade should go no further than reasonable to protect legitimate interests	Not supported. Common law rights already exist and adding these into the Code risks confusion should new case law evolve on this topic.
Option 6.3.2 Clarify the franchisees' rights in regard to goodwill, if any, in the franchise agreement	Not supported. This recommendation risks creating a false expectation of entitlement to goodwill at the end of the term, when rarely – if ever – is any goodwill paid by the franchisor. Furthermore, it would be virtually impossible to develop a universal formula for the payment of goodwill that could apply to the diverse industries in which franchising operates.
Option 6.3.3 Increase awareness of how goodwill is handled in franchising	Supported. This again places an emphasis on pre-entry education for new franchisees. See other comments above in support of increased education initiatives.
<p>14. Under what circumstances should franchisees be allowed a no-fault exit from the franchise system?</p> <ul style="list-style-type: none"> • <i>If the franchisor is wound-up and a liquidator has been unable to sell the franchise system to a new buyer; or</i> • <i>If the franchisor agrees to release the franchisee from their agreement.</i> <p>15. If goodwill was required to be fully clarified in the franchise agreement, how might this be done in practice? What would be the costs and benefits of this approach?</p> <p><i>For the vast majority of franchisors who don't pay goodwill, it would require the inclusion of a line (that is likely to already be present in many agreements), that the franchisee is not entitled to any goodwill on conclusion of the agreement. There would be no additional benefit to common practise today (and potentially no extra cost either)</i></p>	

Option	Concerns / Issues
Option 7.1.2 Increase the number of common provisions between the Oil and Franchising Codes to reduce the regulatory burden for some franchisors	Supported except for the proposal to substantially increase penalties under item (d).
Option 7.1.3 Repeal the Oil Code of Conduct and add specific fuel retailing provisions (such as terminal gate pricing) to the Franchising Code	Not supported. This is unlikely to be supported by any franchisors currently subject to the Oil Code.
Option 7.2.2 Application and enhancement of civil penalties to all breaches of the Franchising and Oil Codes	Partially supported. Penalties should apply to the Oil Code, however any increase to current maximum penalties is not supported. Franchising is a very broad church, and penalty increases will potentially dissuade businesses from franchising, and unfairly penalise newer and smaller franchisors.
Option 7.2.3 Improved education and guidance on expectations around compliance with the code	Supported. Initiatives that help increase franchisors' understanding of their obligations are welcome, particularly where the ACCC can be more engaged with the sector via education.
<p>16. What are the implications of amending the Oil Code of Conduct to increase the number of common provisions between the Oil and Franchising Codes? What would be the costs and benefits of this approach?</p> <p><i>See comments above</i></p> <p>17. What are the implications of repealing the Oil Code of Conduct and adding specific fuel retailing provisions to the Franchising Code?</p> <p><i>See comments above</i></p>	