FEDERAL COURT OF AUSTRALIA

Australian Securities and Investments Commission v ACBF Funeral Plans Pty Ltd, in the matter of ACBF Funeral Plans Pty Ltd (No 2) [2025] FCA 756

File number(s):	NSD 1182 of 2020
Judgment of:	**GOODMAN J**
Date of judgment:	10 July 2025
Catchwords:	**CONSUMER LAW** – misleading or deceptive conduct – where the representor engaged in conduct in contravention of s 12DA and 12DB of the *Australian Securities and Investments Commission Act 2001* (Cth) by making misrepresentations that the provider of an insurance product was an Aboriginal owned and managed entity – appropriate penalty
Legislation:	*Australian Securities and Investments Commission Act 2001* (Cth), ss 12DA, 12DB, 12GBA
Cases cited:	*Australian Building and Construction Commissioner v Pattinson* [2022] HCA 13; (2022) 274 CLR 450 *Australian Competition and Consumer Commission v Dataline.Net.Au Pty Ltd* [2007] FCAFC 146; (2007) 161 FCR 513 *Australian Competition and Consumer Commission v Lactalis Australia Pty Ltd (No 2)* [2023] FCA 839 *Australian Competition and Consumer Commission v Reckitt Benckiser (Australia) Pty Ltd* [2016] FCAFC 181; (2016) 340 ALR 25 *Australian Competition and Consumer Commission v SensaSlim Australia Pty Ltd (in liq) (No 7)* [2016] FCA 484 *Australian Competition and Consumer Commission v SIP Australia Pty Limited* [2003] FCA 336; (2003) ATPR 41-937 *Australian Competition and Consumer Commission v Yazaki Corporation* [2018] FCAFC 73; (2018) 262 FCR 243 *Australian Competition and Consumer Commission v Employsure Pty Ltd* [2023] FCAFC 5; (2023) 407 ALR 302

	Australian Consumer and Competition Commission v Coles Supermarkets Australia Pty Ltd [2015] FCA 330; (2015) 327 ALR 540 *Australian Securities and Investments Commission v ACBF Funeral Plans Pty Ltd, in the matter of ACBF Funeral Plans Pty Ltd* [2023] FCA 1041 *Australian Securities and Investments Commission v ACBF Funeral Plans Pty Ltd* [2024] FCAFC 19 *Australian Securities and Investments Commission v DOD Bookkeeping Pty Ltd (in liq), in the matter of DOD Bookkeeping Pty Ltd (in liq) (No 2)* [2025] FCA 395 *Markarian v The Queen* [2005] HCA 25; (2005) 228 CLR 357
Division:	General Division
Registry:	New South Wales
National Practice Area:	Commercial and Corporations
Sub-area:	Regulator and Consumer Protection
Number of paragraphs:	45
Date of hearing:	Determined on the papers
Counsel for the Plaintiff:	Mr D J Batt KC with Mr T Goodwin and Ms S Hogan
Solicitor for the Plaintiff:	Australian Securities and Investments Commission
Counsel for the First and Second Defendants:	No appearance by the first or second defendants

ORDERS

NSD 1182 of 2020

IN THE MATTER OF ACBF FUNERAL PLANS PTY LTD (ACN 081 021 141)

BETWEEN:	**AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION** Plaintiff
AND:	**ACBF FUNERAL PLANS PTY LTD (ACN 081 021 141)** First Defendant
	YOUPLA GROUP PTY LTD (ACN 074 081 146) Second Defendant

ORDER MADE BY: **GOODMAN J**

DATE OF ORDER: **10 JULY 2025**

THE COURT ORDERS THAT:

1. Pursuant to s 12GBA(1) of the *Australian Securities and Investments Commission Act 2001* (Cth) (as it stood during the period between 1 January 2015 and 30 November 2018), the first defendant pay to the Commonwealth of Australia a pecuniary penalty in the sum of $3,500,000.
2. Any party seeking an order as to costs is to notify the Associate to Goodman J within 21 days of the date of these Orders.

THE COURT NOTES THAT:

1. Pursuant to the orders made on 15 July 2022, the plaintiff is not to seek to enforce the pecuniary penalty the subject of order 1 above without leave of the Court.

Note: Entry of orders is dealt with in Rule 39.32 of the *Federal Court Rules 2011*.

REASONS FOR JUDGMENT

GOODMAN J

A. INTRODUCTION

1 In *Australian Securities and Investments Commission v ACBF Funeral Plans Pty Ltd, in the matter of ACBF Funeral Plans Pty Ltd* [2023] FCA 1041 (***ASIC v ACBF (No 1)***), I held that the plaintiff (**ASIC**) had established that the first defendant, **ACBF** Funeral Plans Pty Ltd had contravened ss 12DA and 12DB of the *Australian Securities and Investments Commission **Act** 2001* (Cth) when between 1 January 2015 and 30 November 2018 (**relevant period**), ACBF – in the course of offering, promoting and selling a funeral insurance policy called the "Aboriginal Community Funeral Plan" (**ACF Plan) –** represented that upon the death of a Nominee, a Plan Holder would receive a payout in the form of a lump sum of the Chosen Benefit Amount (**Payout Representation**). I imposed a pecuniary penalty of $1,200,000 for those contraventions.

2 In *ASIC v ACBF (No 1)*, I also held that ASIC had not established that ACBF had contravened s 12DA or s 12DB of the Act by making representations that:

(1) ACBF was owned or managed by an Aboriginal person or persons (**Aboriginal Ownership/Management Representation**);

(2) the ACF Plan had Aboriginal community approval (**Aboriginal Approval Representation**); or

(3) the ACF Plan was more beneficial to Aboriginal consumers than other funeral insurance products generally available at the time (**Aboriginal Benefit Representation**).

3 More particularly:

(1) I was persuaded that the Aboriginal Ownership/Management Representation and the Aboriginal Approval Representation had been made but was unpersuaded that ASIC had established that the making of those representations constituted a contravention of either s 12DA or s 12DB of the Act; and

(2) I was not persuaded that the Aboriginal Benefit Representation had been made.

4 I was also unpersuaded that ACBF's parent company, the second defendant, was liable to a pecuniary penalty because it was knowingly concerned in, or party to, ACBF's contraventions of s 12DB of the Act.

5 ASIC appealed against my finding that it had not established that ACBF's conduct in making the Aboriginal Ownership/Management Representation contravened either s 12DA or s 12DB of the Act. It was successful on that appeal, and the question of the appropriate penalty to be imposed on ACBF pursuant to s 12GBA of the Act (as it stood during the relevant period) in respect of this aspect of the case was remitted to me for determination: *Australian Securities and Investments Commission v ACBF Funeral Plans Pty Ltd* [2024] FCAFC 19. These reasons for judgment address the question of penalty. Familiarity with the *ASIC v ACBF (No 1)* is assumed herein and some defined terms are taken directly from those reasons.

B. EVIDENCE AND SALIENT FINDINGS OF FACT

6 The evidence relied upon by ASIC is described at *ASIC v ACBF (No 1)* at [8]. The salient findings of fact are set out below.

7 In January 2005, ACBF released the ACF Plan. ACBF sold the ACF Plan during the relevant period and offered and promoted the ACF Plan during the period from 1 January 2015 until around July 2018.

8 As I noted in *ASIC v ACBF (No 1)* at [44] the clear, and overwhelming message conveyed by the marketing material and the point of sale documentation deployed by ACBF was that ACBF was an Aboriginal company and thus impliedly that it was owned and/or managed by Aboriginal persons. That message was conveyed through, *inter alia*:

(1) the use of imagery and colours associated with the Aboriginal community. As ASIC submitted, and as was borne out by the evidence, the use of that imagery and those colours has a heightened significance in the context of a target audience of Aboriginal persons. The expert evidence of Dr Heron Loban, Senior Lecturer and Head of Discipline in Indigenous Studies at the School of Humanities, Languages and Social Sciences at Griffith University, was that where such imagery, colours (and words such as "Aboriginal") are used, there is an expectation by Aboriginal persons of some form of Aboriginal ownership or management;

(2) the phrase "Aboriginal Community" in the name of the ACF Plan;

(3) logos which incorporated imagery and colours associated with Aboriginal persons;

(4) the Aboriginal Community Promotional Statements (as defined at [14] below);

(5) advertisements of the ACF Plan in the Koori Mail, a fortnightly newspaper read predominantly by Aboriginal persons, using some of the logos and the Aboriginal Community Promotional Statements; and

(6) identifying information (uniforms, identification cards and business cards) used by ACBF's field representatives, as well as on vehicles used by them.

9 These means of conveying the Aboriginal Ownership/Management Representation are discussed in more detail below.

10 During the period from 1 January 2015 up to about July 2018, ACBF used:

(1) marketing material including the ACBF website; ACF Plan brochures; ACF Plan flyers; ACF Plan Visual Presentations; and ACF Plan advertisements placed in the Koori Mail; and

(2) point of sale documentation including ACF Plan Rules; ACF Plan Information Guides; ACF Plan Holder Application Forms and Additional Nominee Application Forms.

11 At all relevant times ACBF used the words "Aboriginal Community" in the full name of the ACF Plan; and the full name of the ACF Plan without abbreviation in marketing material and point of sale documentation for the ACF Plan, although on occasions this was abbreviated after its first use to "the Plan".

12 During the relevant period (but not at all times), there were various ACBF logos, of the nature of the logos set out below, that were culturally associated with Aboriginal persons, namely:

(1) the Aboriginal Figures logo:

(2) the Caring logo:

(3) the 20th Anniversary logo:

(4) the Quarter Sun logo:

13 During the relevant period ACBF, in connection with the offer, promotion and sale of the ACF Plan, used one or more of the logos on marketing material, on point of sale documentation and on clothing, identification cards, business cards and company cars used by its field representatives.

14 During the relevant period up to about July 2018, ACBF offered and promoted the ACF Plan using statements (**Aboriginal Community Promotional Statements**) that were to the effect that:

(1) the ACBF group of companies had been providing funeral cover for Aboriginal persons around Australia for 20 or more years;

(2) the ACBF group of companies commenced in the late 1980s after Aboriginal health workers in the area of Armidale in New South Wales enquired whether it was possible to set up a fund that would help Aboriginal families meet the costs associated with funerals; and

(3) the ACF Plan was Australia's only funeral plan that was dedicated to the Aboriginal community.

15 Throughout 2015, ACBF advertised the ACF Plan in the Koori Mail. When doing so, ACBF used one or more of the 20th Anniversary Logo; the Quarter Sun Logo; and the Aboriginal Community Promotional Statements.

16 During the relevant period, ACBF had field representatives, who were employed by ACBF or its wholly owned subsidiary, ACBF Administration Pty Ltd, as agents of ACBF. The role of field representatives included offering, promoting and selling the ACF Plan by: travelling to

locations, typically regional towns, with a high proportion of Aboriginal residents; attending meetings at Aboriginal organisations to explain the role of ACBF and to answer questions; attending Aboriginal community events and festivals; and visiting the houses of Aboriginal persons who had expressed an interest in knowing more about the ACF Plan or in making a Plan Holder application. Field representatives also visited existing ACF Plan Holders for, *inter alia*, customer service and compliance purposes, which included updating contact details, discussing questions, concerns and the terms and conditions of the ACF Plan.

17 In carrying out their role, field representatives: wore clothing, used identification and business cards, and drove (or frequently drove) cars that bore one or more of the logos; and used printed material that bore one or more of the logos and/or one or more of the Aboriginal Community Promotional Statements. Further, field representatives were required to wear an ACBF company T-shirt in the course of their employment; and if a person showed interest in the ACF Plan, the field representative would present the Visual Presentation.

18 As noted above, the Full Court held that the Aboriginal Ownership/Management Representation was misleading or deceptive, or likely to mislead or deceive, because ACBF was not under Aboriginal ownership or management.

C. PENALTY

19 I turn now to the question of penalty.

20 ASIC seeks a penalty of $2,700,000 for the contraventions arising out of the Aboriginal Ownership/Management Representation.

C.1 Legal framework

21 The relevant legal framework was set out in *ASIC v ACBF (No 1)* at [140] to [161] and is substantially repeated below.

22 By reason of s 12GBA of the Act (as it was during the relevant period) the Court may order a person to pay a pecuniary penalty that the Court considers appropriate in respect of each relevant act or omission. In determining the appropriate penalty, the Court is required by s 12GBA(2) of the Act to have regard to all relevant matters and in particular: the nature and extent of the act or omission and of any loss or damage suffered as a result of the act or omission; the circumstances in which the act or omission took place; and whether the

contravener has previously been found by the Court in proceedings under Sub-division D to have engaged in similar conduct.

23 The approach to be taken in deciding what penalty is appropriate was explained by the High Court of Australia in *Australian Building and Construction Commissioner v* ***Pattinson*** [2022] HCA 13; (2022) 274 CLR 450. In *Pattinson*, the plurality (Kiefel CJ, Gageler, Keane, Gordon, Steward and Gleeson JJ) held that civil penalties, in contrast to punishments imposed by the criminal justice system, are imposed primarily, if not solely, for the purpose of deterrence: *Pattinson* at 457 ([9] to [10]) and 459 to 460 ([15] to [17]). The penalty must be sufficiently high that it is not considered to be an acceptable cost of doing business, but should not exceed what is necessary to achieve the object of deterrence: *Pattinson* at 457 [10], 460 [17] and 475 [66].

C.2 Section 12GBA(2)(a) – the nature and extent of the acts or omissions and the loss and damage suffered

24 The first mandatory consideration is the nature and extent of the acts or omissions and the loss and damage suffered.

25 ACBF's contraventions involved the propounding of a misleading representation made to potential consumers in marketing materials, in point of sale documentation and by ACBF's field representatives, over a period of approximately four years. There are likely to have been many thousands, perhaps tens of thousands, of contraventions and it is not possible to know the true number. As with the Payout Representation a reasonable estimate of the *minimum* number of Aboriginal Ownership/Management Representations may be derived from the number of ACF Plans sold during the relevant period, namely 5,106.

26 Similarly, the number of consumers who became ACF Plan Holders by reason of the Aboriginal Ownership/Management Representation is unknown and unknowable on the evidence, but it is reasonable to infer that a significant number of the 5,106 new Plan Holders did so in reliance upon that representation; and that they have paid premiums that they would not have paid if they had known the true position.

27 On each occasion that the Aboriginal Ownership/Management Representation was made, ACBF contravened both s 12DA(1) and s 12DB(1)(f) of the Act.

C.3 Section 12GBA(2)(b) – the circumstances in which the acts or omissions took place

28 The second mandatory consideration is the circumstances in which the acts or omissions took place.

29 The persons to whom the Aboriginal Ownership/Management Representation was made were mostly Aboriginal persons. The evidence established that they were likely to: consider that funerals, funeral rites and other rituals associated with death have important Aboriginal cultural significance; attend, or have cultural obligations to attend, funerals more often than the general Australian population; pay, or have cultural obligations to pay, for the funerals of close family members and related expenses, including travel and accommodation for wider family members and other Aboriginal community members from the Aboriginal community of the deceased; and incur or be liable to incur significant costs in meeting those cultural obligations. The evidence establishing these propositions was expert evidence of Dr Loban and Emeritus Professor Jon Altman of the School of Regulation and Global Governance College of Asia and the Pacific; and lay evidence. The lay evidence included evidence from Ms Elizabeth Williams, an ACF Plan holder, that "Sorry Business is very important to Aboriginal people. It is important for the community to pay their respects to someone after they pass away and so it is important for the community to attend the funeral". Similarly Ms Robin Weatherall, another ACF Plan holder, stated that "funerals can be hard for Aboriginal people. We are a close-knit community and Sorry Business is very important in our culture. It is important for our families to be together when someone dies but funerals are expensive and hard to pay for".

30 As such, the Aboriginal Ownership/Management Representation was made to a portion of the population likely to be particularly susceptible to acting upon it. Further, to the extent that consumers were induced to act upon that representation and enter into the ACF Plan, the nature of that product was such that those consumers would likely make payments to ACBF for a number of years (and perhaps decades).

31 In this regard, several of the lay witnesses gave evidence that they were induced to insure with ACBF by the Aboriginal Ownership/Management Representation.

C.4 Section 12GBA(2)(c) – whether ACBF has previously been found by the Court in proceedings under Sub-division D to have engaged in similar conduct

32 The third mandatory consideration is whether ACBF has previously been found by the Court in proceedings under Sub-division D to have engaged in similar conduct.

33 As noted in *ASIC v ACBF (No 1)* at [150], on 24 September 1999, Justice O'Loughlin made orders in proceeding NTD12 of 1999 in this Court, in which ASIC was the applicant and Aboriginal Community Benefit Fund, Aboriginal Community Benefit Fund (No 2), ACBF Group Holdings Management No 1 Pty Ltd, ACBF Group Holdings Management No 2 Pty Ltd, ACBF Group Holdings Promotions Pty Ltd and the second defendant were the respondents. It is apparent from those orders that the proceeding related to alleged contraventions of Sub-division D. However, the orders do not meet the description in s 12GBA(2)(c) because: ACBF was not a party to the orders; and the orders do not record a finding by the Court that any of the respondents had engaged in similar (i.e. misleading or deceptive) conduct. Rather, the orders (which include various undertakings given by the respondents) appear to reflect a resolution reached between ASIC and the respondents. Whilst the orders are nevertheless a relevant matter to be taken into account, this is a matter of lesser weight than it would be if specific deterrence were a live issue. As ASIC accepted, the question of specific deterrence is moot when ACBF is in liquidation.

C.5 Other relevant matters

34 I turn now to consider other relevant matters.

C.5.1 Maximum penalty

35 In determining an appropriate penalty, the Court should have regard to the prescribed statutory maximum penalty: *Pattinson* at 472 ([53] to [55]); *Markarian v The Queen* [2005] HCA 25; (2005) 228 CLR 357 at 372 [31] (Gleeson CJ, Gummow, Hayne and Callinan JJ). In *Australian Competition and Consumer Commission v* ***Reckitt*** *Benckiser (Australia) Pty Ltd* [2016] FCAFC 181; (2016) 340 ALR 25, the Full Court (Jagot, Yates and Bromwich JJ) explained at 61 ([154] to [156]):

> 154 In considering the sufficiency of a proposed civil penalty, regard must ordinarily be had to the maximum penalty. In *Markarian*, a criminal sentencing context, it was observed at [31] that:
>
> > careful attention to maximum penalties will almost always be required, first because the legislature has legislated for them; secondly, because they invite comparison between the worst possible case and the case before the court at the time; and thirdly, because in that regard they do provide, taken and balanced with all of the other relevant factors, a yardstick.
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> 155 The reasoning in *Markarian* about the need to have regard to the maximum penalty when considering the quantum of a penalty has been accepted to apply to civil penalties in numerous decisions of this Court both at first instance and on appeal (*Director of Consumer Affairs, Victoria v Alpha Flight Services Pty*

> *Ltd* [2015] FCAFC 118 at [43]; *Australian Competition and Consumer Commission v BAJV Pty Ltd* [2014] FCAFC 52 at [50]-[52]; *Setka v Gregor (No 2)* (2011) 195 FCR 203; [2011] FCAFC 90 at [46]; *McDonald v Australian Building and Construction Commissioner* (2011) 202 IR 467; [2011] FCAFC 29 at [28]-[29]). As *Markarian* makes clear, the maximum penalty, while important, is but one yardstick that ordinarily must be applied.
>
> 156 Care must be taken to ensure that the maximum penalty is not applied mechanically, instead of it being treated as one of a number of relevant factors, albeit an important one. Put another way, a contravention that is objectively in the mid-range of objective seriousness may not, for that reason alone, transpose into a penalty range somewhere in the middle between zero and the maximum penalty. Similarly, just because a contravention is towards either end of the spectrum of contraventions of its kind does not mean that the penalty must be towards the bottom or top of the range respectively. However, ordinarily there must be some reasonable relationship between the theoretical maximum and the final penalty imposed.

36 The maximum penalty is 10,000 penalty units, for each relevant act or omission: s 12GBA(3) of the Act. During the relevant period a penalty unit was $170 (to 30 July 2015); then $180 to 30 June 2017; and thereafter $210. Thus, the maximum penalty for each act or omission is variously $1,700,000, $1,800,000 and $2,100,000.

37 In the present case, as noted above, there are likely to have been many thousands, perhaps tens of thousands, of contraventions. In these circumstances, the appropriate range of penalty is better assessed by reference to other factors: *Reckitt* at 62 [157]; *Australian Consumer and Competition Commission v Coles Supermarkets Australia Pty Ltd* [2015] FCA 330; (2015) 327 ALR 540 at 546 [18] (Allsop CJ).

C.5.2 The status of ACBF as a company in liquidation

38 On 11 March 2022, ACBF went into liquidation. ASIC sought, and was granted, leave to continue the proceeding, subject to a condition that ASIC not seek to enforce any pecuniary penalties or costs orders made in its favour without further leave of the Court.

39 The fact that ACBF is in liquidation is not of itself an impediment to the making of a pecuniary penalty order. Such an order may in an appropriate case reflect the Court's disapproval of the contraventions and of the seriousness with which the contraventions are regarded, for the purpose of achieving general deterrence: *Australian Competition and Consumer Commission v SIP Australia Pty Limited* [2003] FCA 336; (2003) ATPR ¶41-937 at 47,077 [59] (Goldberg J); *Australian Competition and Consumer Commission v Dataline.Net.Au Pty Ltd (in liquidation)* [2007] FCAFC 146; (2007) 161 FCR 513 at 519 to 520 ([19] to [21]) (Moore, Dowsett and Greenwood JJ); *Australian Competition and Consumer Commission v SensaSlim*

Australia Pty Ltd (in liq) (No 7) [2016] FCA 484 at [20] to [28] (Yates J); *Australian Securities and Investments Commission v DOD Bookkeeping Pty Ltd (in liq), in the matter of DOD Bookkeeping Pty Ltd (in liq) (No 2)* [2025] FCA 395 at [24] (Goodman J). The present case is one in which it is appropriate to impose a penalty, notwithstanding that it will likely not be paid as ACBF is in liquidation, for the purpose of deterring others minded to engage in similar contraventions.

C.5.3 Profitability of ACBF during the relevant period

40 The evidence records that ACBF earned significant revenue and profits from the ACF Plan during the relevant period. The evidence does not allow an assessment of the proportion of those gains attributable to the Aboriginal Ownership/Management Representation.

C.5.4 Deliberateness of the conduct

41 ASIC submitted that the making of the Aboriginal Ownership/Management Representation was deliberate and callous and involved egregious conduct. I agree.

C.5.5 Tools of analysis

C.5.5.1 Course of conduct

42 As the number of contraventions is large but they arise, as ASIC submitted, out of the same course of conduct – the act (or omission) of misrepresenting to potential consumers that ACBF had Aboriginal ownership and management – it is appropriate to use the course of conduct principle as a means of analysis and to reduce the risk of punishing ACBF more than once for what is in essence the same conduct: *Australian Competition and Consumer Commission v Yazaki Corporation* [2018] FCAFC 73; (2018) 262 FCR 243 at 296 [234] (Allsop CJ, Middleton and Robertson JJ); *Australian Competition and Consumer Commission v* ***Employsure*** *Pty Ltd* [2023] FCAFC 5; (2023) 407 ALR 302 at 314 [51] (Rares, Stewart and Abraham JJ). As Derrington J noted in *Australian Competition and Consumer Commission v Lactalis Australia Pty Ltd (No 2)* [2023] FCA 839 at [14], this does not mean that multiple contraventions become one contravention; rather those contraventions are treated as attracting one penalty.

C.5.5.2 Section 12GBA(4) of the Act

43 As noted above, ACBF is liable for contraventions of both s 12DA(1) and s 12DB(1)(f) in respect of each act or omission by which the Aboriginal Ownership/Management Representation was made. However, s 12GBA(4) of the Act provides that where conduct

constitutes a contravention of two or more provisions of (relevantly) Sub-division D, a person is not liable to more than one pecuniary penalty under s 12GBA in respect of the same conduct.

C.5.5.3 Totality

44 It is appropriate to have regard to the totality principle to ensure that the penalty to be imposed does not exceed that which is reasonably necessary for deterrence: *Pattinson* at 469 [45]; *Employsure* at 314 [52].

C.6 Conclusion as to penalty

45 In fixing a pecuniary penalty, the Court is required to engage in an "intuitive or instinctive synthesis" of all relevant matters: *Reckitt* at 66 [175]; *Employsure* at 312 [42]. The Court must exercise its discretion, weighing together all relevant factors, rather than engage in a sequential, mathematical process. Taking all of the above matters into account, I have determined that the penalty required in order to convey an appropriate message of general deterrence without going beyond what is reasonably necessary, is $3,500,000.

I certify that the preceding forty-five (45) numbered paragraphs are a true copy of the Reasons for Judgment of the Honourable Justice Goodman.

Associate: 

Dated: 10 July 2025