

5 September 2011

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General Manager
Adjudication Branch
Australian Competition and Consumer Commission
GPO Box 3131
Canberra ACT 2601

FILE No:

DOC:

MARS/PRISM:



Dear Sirs

Notification of Collective Bargaining

We act in a pro bono capacity on behalf of the Mai Wiru Regional Stores Council Aboriginal Corporation ICN 7379 (**Mai Wiru**).

Mai Wiru, for itself and on behalf of:

- Amata Anangu Store Aboriginal Corporation ICN 7245;
- Kaltjiti Anangu Store Aboriginal Corporation ICN 3771;
- Murputja Homelands Council ICN 470;
- Pipalyatjara Patilpa Store Inc SA A5536;
- Pukatja Supermarket and Associated Stores Aboriginal Corporation ICN 2242;
- Wapa Store Aboriginal Corporation ICN 7368;

wishes to notify conduct under section 93AB(1) of the *Competition and Consumer Act 2010* (Cth).

Mai Wiru seeks to collectively bargain on behalf of the six stores for the procurement of essential grocery and supermarket items to be sold within the stores. The stores provide these items to members of remote indigenous communities within the Anangu Pitjantjatjara Yankuntjatjara Lands (**APY Lands**) under the Mai Wiru Regional Stores Policy (**the Policy**). The Policy is aimed at improving indigenous health through providing continuous access to nutritious and affordable food and essential health items through the stores.

Please find enclosed six Form GA notifications. The six separate notifications are for Mai Wiru to negotiate terms with each of the six separate suppliers (**Targets**) from which the stores seek to procure grocery and supermarket items. The six Targets operate within the same market. This market is defined in detail in the notifications.

MINTER ELLISON GROUP AND ASSOCIATED OFFICES

ADELAIDE AUCKLAND BEIJING BRISBANE CANBERRA DARWIN GOLD COAST
HONG KONG LONDON MELBOURNE PERTH SHANGHAI SYDNEY WELLINGTON

Accordingly, the six enclosed notifications concern conduct which is in same market and therefore it is submitted that a single lodgement fee of \$1000 is payable for the first notification and that the \$0 concessional fee applies to the five additional related notifications, in accordance with the *Competition and Consumer Regulations 2010* and the information provided on the ACCC website.

We have enclosed with this letter a cheque for \$1000 to pay the notification lodgement fee.

If you have any questions in relation to this notification or require any further information, please do not hesitate to contact me.

Yours sincerely



Josh Simons
Partner

Contact:	Josh Simons
Direct Phone:	+61 8 8233 5428
Email:	josh.simons@minterellison.com
Our reference:	86422 1 JJS

Form GA

Commonwealth of Australia

Competition and Consumer Act 2010 — section 93AB



NOTIFICATION OF COLLECTIVE BARGAINING

This form is to be completed by applicants proposing to engage in collective bargaining arrangements.

In lodging this form, applicants must include all information, including supporting evidence that they wish the Commission take into account in assessing their notification.

Where there is insufficient space on this form to furnish the required information, the information is to be shown on separate sheets, numbered consecutively and signed by or on behalf of the applicant.

Protection provided by the notification extends only to the collective bargaining arrangements described in the form.

To the Australian Competition and Consumer Commission:

Notice is hereby given under section 93AB of the *Competition and Consumer Act 2010* of intention:

- to make, or to propose to make, a contract containing a provision of the kind referred to in subsection 44ZZRD (2) or paragraph 44ZZRD (3) (a) or (b) of that Act.
- to give effect to a provision of a contract where the provision is of the kind referred to in subsection 44ZZRD (2) or paragraph 44ZZRD (3) (a) or (b) of that Act.
- to make, or to propose to make, a contract containing a provision of the kind referred to in paragraph 45 (2) (a) of that Act.
- to give effect to a provision of a contract where the provision is of the kind referred to in paragraph 45 (2) (b) of that Act.
(Strike out if not applicable)

PLEASE FOLLOW DIRECTIONS ON BACK OF THIS FORM

Section A – general information

1. Applicant

- (a) Name of the applicant:
(refer to Direction 1)

CB00150 Mai Wiru Regional Stores Council Aboriginal Corporation
Indigenous Corporation Number 7379

(**Mai Wiru**)

- (b) Description of business carried on by the applicant:
(refer to Direction 2)

Aboriginal owned and controlled corporation responsible for implementing and monitoring the Mai Wiru Regional Stores Policy (**the Policy**) on the Anangu Pitjantjatjara Yankuntjatjara Lands (**APY Lands**).

The Policy:

- Aims to improve the health and wellbeing of Anangu tjuta (all Aboriginal people living on the APY Lands) by ensuring continuous access to safe, nutritious and affordable food as well as essential health items through community stores;
- Recognises the need and provides a framework for a co-ordinated intersectoral approach to improve and monitor the supply, quality and safety of food and identified essential health items;
- Recognises the need for a subsidy of specific items in all stores, given the level of poverty on the APY Lands;
- Provides a set of rules to govern all aspects of the operations of all the community stores on the APY Lands, within the context of existing legislation and government policy; and
- Provides a basis for implementation through the formal adaptation of the policy by all community council and regional organisations throughout the APY Lands.

Mai Wiru is the representative of the community stores within the APY Lands, and is responsible for the implementation of the Policy. Each store has authorised Mai Wiru to negotiate with suppliers on its behalf and to file this notification.

- (c) Is the representative of the applicant lodging the notice a trade union, an officer of a trade union or a person acting on the direction of a trade union?
(refer to Direction 3)

No.

- (d) Address in Australia for service of documents on the applicant:

Josh Simons

Minter Ellison Lawyers

GPO Box 1272

ADELAIDE SA 5001

2. Lodged on behalf of

- (a) Provide names and addresses of all persons on whose behalf the notification is lodged and who propose to participate in the collective bargaining arrangements:
(refer to Direction 4)

Mai Wiru Regional Stores Council Aboriginal Corporation – PO Box 4515 Alice Springs NT 0871

Kaltjiti Anangu A/C Community Store – Fregon Community via Alice Springs NT 0872

Murputja Homelands Council – C/- Murputja Homelands Council PMB 91 via Alice Springs NT 0872

Pukatja Supermarket – PMB 89 via Alice Springs NT 0872

Amata Anangu Store – Amata Community via Alice Springs NT 0872

Pipalyatjara Patilpa Store Inc – via Alice Springs NT 0872

(Collectively, the **Mai Wiru Regional Stores Group**.)

- (b) Provide proof of the consent of each of the persons listed at 2 (a) above agreeing to the lodgement of the notification on their behalf:
(refer to Direction 5)

Signed consents are attached at **Annexure A**.

- (c) Provide the following information relating to a notification:
- (i) Does this notification relate to a notification previously lodged with the Australian Competition and Consumer Commission and for which a concessional fee is claimed?

This notification form is one in a set of six related notifications for Mai Wiru to collectively bargain for the procurement of various grocery and supermarket items sold by the stores in the Mai Wiru Regional Stores Group. All six notifications have been lodged together.

- (ii) details of the first-mentioned notification, including but not limited to:
- (A) the name of the applicant; and
- (B) the date the notification was said to be lodged; and
- (C) if known or applicable — the registration number allocated to that collective bargaining notification.

Mai Wiru Regional Stores Council Aboriginal Corporation

5 September 2011

Unknown

Section B – collective bargaining arrangements

3. Proposed collective bargaining arrangements

- (a) Provide: the name and address of the target; the name, position and telephone contact details of an appropriate contact at the target; and a description of the business carried on by the target:
(refer to direction 6)

The target business is ABC Transport Pty Ltd - 23 Ghan Road Alice Springs NT 0870. Point of contact is Brian Cogan. (08) 8952 7717. ABC Transport Pty Ltd is a freight transport company.

(The Target)

- (b) Provide a description of the goods or services which the participants of the collective bargaining arrangements (listed at 2 (a) above) propose to supply to or acquire from the target:

Procurement of various grocery and supermarket items (in this case, the transport of these items).

- (c) Do the participants of the proposed collective bargaining arrangements (see 2 (a) above) reasonably expect to make one or more contracts with the target about the supply to or acquisition from the target of one or more of the goods or services (listed at 3 (b) above)?
(refer to direction 7)

Yes.

- (d) In relation to (c) above, provide details of the basis upon which that expectation is held including details of past contracts with the target:

Each store in the Mai Wiru Regional Stores Group is in the business of running a community store. The stores sell various grocery and supermarket items within their respective community, and provide the primary retail outlet for members of the community. Accordingly, the stores require supply of these items and are likely to do so via the cost effective and reliable channels negotiated by Mai Wiru on behalf of the Mai Wiru Regional Stores Group.

- (e) Do the participants of the collective bargaining arrangements (listed at 2 (a) above) reasonably expect that contractual payments between the target and each participant will not exceed \$3 million (or any other amount prescribed by regulation) in any 12 month period, and on what basis?
(refer to direction 8)

Yes. The Mai Wiru Regional Stores Group expects that the contractual payments will not exceed \$3 million.

Historically, each store has acquired transport services at the cost of between approximately **\$18,000 and \$135,000** per store per year.

- (f) In relation to (e) above provide an estimation of the contractual payments expected between the target and each participant in relation to the goods and services (listed at 2 (a) above):

Store	Approximate annual payment
Amata	\$135,000
Kaltjiti	\$63,000
Mai Wiru Regional Stores Council	\$0
Murputja	\$56,000
Pipalyatjara Patilpa	\$82,000
Pukatja Supermarket	\$104,000
Wapa	\$18,000

- (g) Provide a description of the collective bargaining arrangements proposed including, but not limited to:
- (i) the process by which participants propose to undertake collective bargaining with the target; and
 - (ii) the type of terms and conditions expected to be negotiated in collective bargaining arrangements (for example: price; non-price conditions of supply such as contract periods etc); and

- (iii) details of any dispute resolution procedure (if any) proposed between participants throughout the collective bargaining process; and
- (iv) details of any dispute resolution procedure (if any) proposed between participants and the target throughout the collective bargaining process; and
- (v) details of any dispute resolution procedure (if any) proposed to deal with disputes throughout the term of contracts entered into with the target; and
- (vi) details of proposed commencement and duration of contracts to be negotiated with the target:
(refer to direction 9)

Under the collective bargaining arrangement, Mai Wiru will negotiate with the Target on behalf of the Mai Wiru Regional Stores Group for the purpose of enabling the community stores to obtain an affordable and reliable supply of grocery and supermarket items to remote areas. The location of many of the stores, and lack of viable communication channels, are such that direct negotiation would not be possible or would be inefficient.

Mai Wiru will negotiate with the Target in regard to;

- a) product supply terms, including quality;
- b) the price at which items will be offered for sale to the stores;
- c) delivery terms and conditions;
- d) ordering procedures; and
- e) reliability and continuity of supply.

Each store has signed an agreement with Mai Wiru which includes a dispute mechanism procedure that establishes the dispute resolution process to be followed, including requirements regarding notification of disputes and negotiation procedures.

That procedure applies to the collective bargaining each store has authorised Mai Wiru to undertake.

No dispute mechanism procedure is proposed with the Target. The stores have not agreed not to source grocery items from other sources, including from the Target outside of this collective bargaining arrangement.

The agreement will be for no fixed term.

- (h) Identify any parts of the proposed collective arrangements described in 3 (g) which relate to possible price agreements:

The price for the supply of items to the stores.

- (i) Identify any parts of the proposed collective arrangements described in 3 (g) which relate to a possible or proposed exclusionary provision(s), including but not limited to:
 - (i) the nature of the proposed or possible exclusionary provision(s) (for example an agreement to withhold supply of the relevant goods or services to the target); and
 - (ii) the circumstances in which the collective bargaining participants would engage in the exclusionary provision(s), including but not limited to:
 - (A) details of the events that would trigger any such activity; and
 - (B) details of the process that would be followed in undertaking any such activity; and
 - (C) details of any proposed period of notice to be given to the target prior to the commencement of such activity; and
 - (D) details of any dispute resolution procedure to be applied or offered to the target prior to the commencement of such activity:
- (refer to direction 10)*

The agreement will not require the members of the Mai Wiru Regional Stores Group to procure items only from the Target or deal only with the Target via Mai Wiru. Accordingly, there is arguably no exclusionary provision. However, because the success of the Policy rests largely on the stores acting together (via Mai Wiru) to achieve the common goals (including by acting in accordance with the supervision and advice of Mai Wiru), it is likely that all stores will have a strong incentive to act collectively in relation to the Target.

Because Mai Wiru does not anticipate directing stores not to deal with the Target outside of the collective bargaining arrangement (nor does it have a contractual right to do so), no dispute resolution procedure or mechanism is proposed to be agreed to with the Target.

Section C – public detriments

4. Market definition

Provide a description of the market(s) in which the goods or services described at 3 (b) are supplied or acquired and other affected markets including: significant suppliers and acquirers; substitutes available for the relevant goods or services; any restriction on the supply or acquisition of the relevant goods or services (for example geographic or legal restrictions):

(refer to direction 11)

The stores within the Mai Wiru Regional Stores Group only compete for the procurement of various grocery and supermarket items. Currently, for geographical reasons, these are predominantly supplied out of Alice Springs and surrounding areas.

Because of the regional and remote locations of the stores within the Mai Wiru Regional Stores Group, they do not compete at a retail level.

Given the above, the relevant market is for the procurement of various grocery and supermarket items sold in the stores (including such things as fresh fruit and vegetables, meat, bread, clothing, variety goods and transport of these items).

Substitutes for grocery and supermarket items are largely limited to the same kinds of items from alternative suppliers. In that sense, other suppliers within Alice Springs and surrounding regions may be able to supply the items in competition with the Target. The stores are not prohibited from dealing with other suppliers, however Mai Wiru will only negotiate with the Target for efficiency reasons.

5. Public detriments

- (a) What will be the likely effect of the notified conduct on the prices of the goods or services described at 3 (b) above and the prices of goods or services in other affected markets? In answering this question please provide facts and information to support the claims made:

The stores within the Mai Wiru Regional Stores Group consider any public detriment to be minimal because:

- The arrangement applies only to a limited number of community stores located in remote and regional Australia on the APY Lands, meaning that suppliers of various grocery and supermarket items will continue to have access to the rest of the market within the region, including in Alice Springs (which is vast compared to the limited consumption of the relevant stores);
- the arrangement is not exclusive (in that stores can access suppliers other than the Target if a competitive offering is made and/or can access the Target direct); and
- the arrangement will have no negative impact at a retail level as the stores are located in remote communities, meaning they do not compete at a retail level.

- (b) What other detriments may result from the notified conduct? In answering this question please provide facts and information to support the claims made:

Nil.

Section D – public benefits

6. Public benefit claims

- (a) Provide details of the public benefits resulting or likely to result from the proposed arrangement. In answering this question please provide facts and information to support the claims made:

Mai Wiru is responsible for implementing the Policy, including by establishing the Mai Wiru Regional Stores Group.

Traditionally, when the stores have been independently operated, they have suffered from a lack of access to reliable, good quality and affordable grocery and supermarket items. There are a variety of reasons for this, including an inability for remote communities to negotiate with suppliers and arrange for supply on fair commercial terms. The failures at a wholesale level has historically led to a poor retail supply market within the communities, often limiting the affordable availability of fresh foods and other grocery items. This has a direct impact on the health and wellbeing of members of the community.

The collective bargaining arrangements will enable Mai Wiru to have a direct impact on the health and wellbeing of community members by:

- facilitating reliable access to grocery and supermarket items in remote areas on the APY Lands which are relatively inaccessible;
- helping to ensure a diversity of healthy grocery and supermarket items in each community store; and
- negotiating affordable prices for the supply of grocery items to the stores (which in turn will ensure affordability at the retail level within communities).

The ability of the member stores to provide more affordable food is a clear benefit to the members of the remote communities.

Additionally, as the stores become viable by reason of the arrangements established by Mai Wiru, increased employment opportunities for local staff are expected at the stores.

Section E - authority

7. Contact details

- (a) Name, contact telephone number and address of person authorised by the notifying parties to provide additional information in relation to this application:

Josh Simons

08 8233 5428

Minter Ellison Lawyers


GPO Box 1272

ADELAIDE SA 5001

(refer to direction 12)

Dated.....5/9/11.....

Signed by/on behalf of the applicant


.....
(Signature)

Joshua Simons
.....

(Full Name)

Minter Ellison
.....

(Organisation)

Partner
.....

(Position in Organisation)



DIRECTIONS

1. Where the notice is given by or on behalf of a corporation, the name of the corporation is to be inserted in item 1 (a), not the name of the person signing the application and the application is to be signed by a person authorised by the corporation to do so.
2. Describe that part of the applicant's business relating to the subject matter of the contract, arrangement or understanding in respect of which notification is given.
3. A collective bargaining notification can not be lodged by a trade union or a trade union representative.
4. Where the applicant will be a participant in the collective bargaining arrangements (rather than a representative of participants) the name of the applicant must also be included. Where those persons are corporations, list the corporation's name and address.
5. The applicant, in lodging a notification on behalf of others, must obtain their consent to do so and provide proof of that consent.
6. Where the target is a corporation, provide the corporate name.
7. The collective bargaining notification process is only available to parties that reasonably expect to make one or more contracts with the target about the supply or acquisition of goods or services the subject of the notification.
8. The value of the contract to be collectively negotiated between the target and each participant is not to exceed \$3 million (or such other amount as is prescribed by the regulations) per participant in any twelve month period.
9. To the extent that the collective bargaining arrangements have been reduced to writing, provide a true copy of the arrangement. To the extent that the collective bargaining arrangements have not been reduced to writing, provide a full and correct description of the key terms that have not been reduced to writing.
10. In simple terms an exclusionary provision exists where the proposed contract, arrangement or understanding is made by businesses (at least two of whom are competitors) for the purpose of preventing, restricting or limiting the supply of services to particular persons or classes of persons by all or any of the parties to the contract, arrangement or understanding.

In the context of collective bargaining, an exclusionary provision(s) may include contracts, arrangements or understandings (whether currently in existence or to be made or arrived at during the term of the notification) between collective bargaining participants to limit or restrict their dealings with the target including contracts arrangements or understandings to:

- (a) withhold the supply of goods or services from the target; or
- (b) refuse or decline to acquire the goods or services of the target;

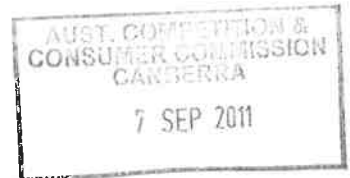
whether such conduct was absolute, limited or subject to certain terms or conditions. This is sometimes referred to as a collective boycott.

11. Provide details of the market(s) likely to be affected by the notified conduct, in particular having regard to goods or services that may be substitutes for the good or service that is the subject matter of the notification.
12. The notification must be signed by a person authorised by the applicant to do so.

Form GA

Commonwealth of Australia

Competition and Consumer Act 2010 — section 93AB



NOTIFICATION OF COLLECTIVE BARGAINING

This form is to be completed by applicants proposing to engage in collective bargaining arrangements.

In lodging this form, applicants must include all information, including supporting evidence that they wish the Commission take into account in assessing their notification.

Where there is insufficient space on this form to furnish the required information, the information is to be shown on separate sheets, numbered consecutively and signed by or on behalf of the applicant.

Protection provided by the notification extends only to the collective bargaining arrangements described in the form.

To the Australian Competition and Consumer Commission:

Notice is hereby given under section 93AB of the *Competition and Consumer Act 2010* of intention:

- to make, or to propose to make, a contract containing a provision of the kind referred to in subsection 44ZZRD (2) or paragraph 44ZZRD (3) (a) or (b) of that Act.
- to give effect to a provision of a contract where the provision is of the kind referred to in subsection 44ZZRD (2) or paragraph 44ZZRD (3) (a) or (b) of that Act.
- to make, or to propose to make, a contract containing a provision of the kind referred to in paragraph 45 (2) (a) of that Act.
- to give effect to a provision of a contract where the provision is of the kind referred to in paragraph 45 (2) (b) of that Act.
(Strike out if not applicable)

PLEASE FOLLOW DIRECTIONS ON BACK OF THIS FORM

Section A – general information

1. Applicant

- (a) Name of the applicant:
(refer to Direction 1)

CB00151 Mai Wiru Regional Stores Council Aboriginal Corporation
Indigenous Corporation Number 7379

(Mai Wiru)

- (b) Description of business carried on by the applicant:
(refer to Direction 2)

Aboriginal owned and controlled corporation responsible for implementing and monitoring the Mai Wiru Regional Stores Policy (**the Policy**) on the Anangu Pitjantjatjara Yankuntjatjara Lands (**APY Lands**).

The Policy:

- Aims to improve the health and wellbeing of Anangu tjuta (all Aboriginal people living on the APY Lands) by ensuring continuous access to safe, nutritious and affordable food as well as essential health items through community stores;
- Recognises the need and provides a framework for a co-ordinated intersectoral approach to improve and monitor the supply, quality and safety of food and identified essential health items;
- Recognises the need for a subsidy of specific items in all stores, given the level of poverty on the APY Lands;
- Provides a set of rules to govern all aspects of the operations of all the community stores on the APY Lands, within the context of existing legislation and government policy; and
- Provides a basis for implementation through the formal adaptation of the policy by all community council and regional organisations throughout the APY Lands.

Mai Wiru is the representative of the community stores within the APY Lands, and is responsible for the implementation of the Policy. Each store has authorised Mai Wiru to negotiate with the suppliers on its behalf and to file this notification.

- (c) Is the representative of the applicant lodging the notice a trade union, an officer of a trade union or a person acting on the direction of a trade union?
(refer to Direction 3)

No.

- (d) Address in Australia for service of documents on the applicant:

Josh Simons

Minter Ellison Lawyers

GPO Box 1272

ADELAIDE SA 5001

2. Lodged on behalf of

- (a) Provide names and addresses of all persons on whose behalf the notification is lodged and who propose to participate in the collective bargaining arrangements:
(refer to Direction 4)

Mai Wiru Regional Stores Council Aboriginal Corporation – PO Box 4515 Alice Springs NT 0871

Kaltjiti Anangu A/C Community Store – Fregon Community via Alice Springs NT 0872

Murputja Homelands Council – C/- Murputja Homelands Council PMB 91 via Alice Springs NT 0872

Pukatja Supermarket – PMB 89 via Alice Springs NT 0872

Amata Anangu Store – Amata Community via Alice Springs NT 0872

Pipalyatjara Patilpa Store Inc – via Alice Springs NT 0872

Wapa Store – Watarru Community Office via Alice Springs NT 0872

(Collectively, the **Mai Wiru Regional Stores Group**.)

- (b) Provide proof of the consent of each of the persons listed at 2 (a) above agreeing to the lodgement of the notification on their behalf:
(refer to Direction 5)

Signed consents are attached at **Annexure A**.

- (c) Provide the following information relating to a notification:
- (i) Does this notification relate to a notification previously lodged with the Australian Competition and Consumer Commission and for which a concessional fee is claimed?

This notification form is one in a set of six related notifications for Mai Wiru to collectively bargain for the procurement of various grocery and supermarket items sold by the stores in the Mai Wiru Regional Stores Group. All six notifications have been lodged together.

- (ii) details of the first-mentioned notification, including but not limited to:
- (A) the name of the applicant; and
- (B) the date the notification was said to be lodged; and
- (C) if known or applicable — the registration number allocated to that collective bargaining notification.

Mai Wiru Regional Stores Council Aboriginal Corporation

5 September 2011

Unknown

Section B – collective bargaining arrangements

3. Proposed collective bargaining arrangements

- (a) Provide: the name and address of the target; the name, position and telephone contact details of an appropriate contact at the target; and a description of the business carried on by the target:
(refer to direction 6)

The target business is Stuart Bakery – 42 Elder St Alice Springs NT 0870. Point of contact is Ken Skinner. (08) 8952 3544. Stuart Bakery is a supplier of Territory Hifibre bread.

(The Target)

- (b) Provide a description of the goods or services which the participants of the collective bargaining arrangements (listed at 2 (a) above) propose to supply to or acquire from the target:

Procurement of various grocery and supermarket items (in this case, bread).

- (c) Do the participants of the proposed collective bargaining arrangements (see 2 (a) above) reasonably expect to make one or more contracts with the target about the supply to or acquisition from the target of one or more of the goods or services (listed at 3 (b) above)?
(refer to direction 7)

Yes.

- (d) In relation to (c) above, provide details of the basis upon which that expectation is held including details of past contracts with the target:

Each store in the Mai Wiru Regional Stores Group is in the business of running a community store. The stores sell various grocery and supermarket items within their respective community, and provide the primary retail outlet for members of the community. Accordingly, the stores require supply of these items and are likely to do so via the cost effective and reliable channels negotiated by Mai Wiru on behalf of the Mai Wiru Regional Stores Group.

- (e) Do the participants of the collective bargaining arrangements (listed at 2 (a) above) reasonably expect that contractual payments between the target and each participant will not exceed \$3 million (or any other amount prescribed by regulation) in any 12 month period, and on what basis?
(refer to direction 8)

Yes. The Mai Wiru Regional Stores Group expects that the contractual payments will not exceed \$3 million.

Historically, each store has acquired bread inventory of between approximately **\$7,000 and \$98,000** per store per year.

- (f) In relation to (e) above provide an estimation of the contractual payments expected between the target and each participant in relation to the goods and services (listed at 2 (a) above):

Store	Approximate annual payment
Amata	\$98,000
Kaltjiti	\$32,000
Mai Wiru Regional Stores Council	\$0
Murputja	\$28,000
Pipalyatjara Patilpa	\$54,000
Pukatja Supermarket	\$89,000
Wapa	\$7,000

- (g) Provide a description of the collective bargaining arrangements proposed including, but not limited to:
- (i) the process by which participants propose to undertake collective bargaining with the target; and
 - (ii) the type of terms and conditions expected to be negotiated in collective bargaining arrangements (for example: price; non-price conditions of supply such as contract periods etc); and

- (iii) details of any dispute resolution procedure (if any) proposed between participants throughout the collective bargaining process; and
- (iv) details of any dispute resolution procedure (if any) proposed between participants and the target throughout the collective bargaining process; and
- (v) details of any dispute resolution procedure (if any) proposed to deal with disputes throughout the term of contracts entered into with the target; and
- (vi) details of proposed commencement and duration of contracts to be negotiated with the target:
(refer to direction 9)

Under the collective bargaining arrangement, Mai Wiru will negotiate with the Target on behalf of the Mai Wiru Regional Stores Group for the purpose of enabling the community stores to obtain an affordable and reliable supply of grocery and supermarket items to remote areas. The location of many of the stores, and lack of viable communication channels, are such that direct negotiation would not be possible or would be inefficient.

Mai Wiru will negotiate with the Target in regard to;

- a) product supply terms, including quality;
- b) the price at which items will be offered for sale to the stores;
- c) delivery terms and conditions;
- d) ordering procedures; and
- e) reliability and continuity of supply.

Each store has signed an agreement with Mai Wiru which includes a dispute mechanism procedure that establishes the dispute resolution process to be followed, including requirements regarding notification of disputes and negotiation procedures.

That procedure applies to the collective bargaining each store has authorised Mai Wiru to undertake.

No dispute mechanism procedure is proposed with the Target. The stores have not agreed not to source grocery items from other sources, including from the Target outside of this collective bargaining arrangement.

The agreement will be for no fixed term.

- (h) Identify any parts of the proposed collective arrangements described in 3 (g) which relate to possible price agreements:

The price for the supply of items to the stores.

- (i) Identify any parts of the proposed collective arrangements described in 3 (g) which relate to a possible or proposed exclusionary provision(s), including but not limited to:
 - (i) the nature of the proposed or possible exclusionary provision(s) (for example an agreement to withhold supply of the relevant goods or services to the target); and
 - (ii) the circumstances in which the collective bargaining participants would engage in the exclusionary provision(s), including but not limited to:
 - (A) details of the events that would trigger any such activity; and
 - (B) details of the process that would be followed in undertaking any such activity; and
 - (C) details of any proposed period of notice to be given to the target prior to the commencement of such activity; and
 - (D) details of any dispute resolution procedure to be applied or offered to the target prior to the commencement of such activity:
- (refer to direction 10)*

The agreement will not require the members of the Mai Wiru Regional Stores Group to procure items only from the Target or deal only with the Target via Mai Wiru. Accordingly, there is arguably no exclusionary provision. However, because the success of the Policy rests largely on the stores acting together (via Mai Wiru) to achieve the common goals (including by acting in accordance with the supervision and advice of Mai Wiru), it is likely that all stores will have a strong incentive to act collectively in relation to the Target.

Because Mai Wiru does not anticipate directing stores not to deal with the Target outside of the collective bargaining arrangement (nor does it have a contractual right to do so), no dispute resolution procedure or mechanism is proposed to be agreed to with the Target.

Section C – public detriments

4. Market definition

Provide a description of the market(s) in which the goods or services described at 3 (b) are supplied or acquired and other affected markets including: significant suppliers and acquirers; substitutes available for the relevant goods or services; any restriction on the supply or acquisition of the relevant goods or services (for example geographic or legal restrictions):

(refer to direction 11)

The stores within the Mai Wiru Regional Stores Group only compete for the procurement of various grocery and supermarket items. Currently, for geographical reasons, these are predominantly supplied out of Alice Springs and surrounding areas.

Because of the regional and remote locations of the stores within the Mai Wiru Regional Stores Group, they do not compete at a retail level.

Given the above, the relevant market is for the procurement of various grocery and supermarket items sold in the stores (including such things as fresh fruit and vegetables, meat, bread, clothing, variety goods and transport of these items).

Substitutes for grocery and supermarket items are largely limited to the same kinds of items from alternative suppliers. In that sense, other suppliers within Alice Springs and surrounding regions may be able to supply the items in competition with the Target. The stores are not prohibited from dealing with other suppliers, however Mai Wiru will only negotiate with the Target for efficiency reasons.

5. Public detriments

- (a) What will be the likely effect of the notified conduct on the prices of the goods or services described at 3 (b) above and the prices of goods or services in other affected markets? In answering this question please provide facts and information to support the claims made:

The stores within the Mai Wiru Regional Stores Group consider any public detriment to be minimal because:

- The arrangement applies only to a limited number of community stores located in remote and regional Australia on the APY Lands, meaning that suppliers of various grocery and supermarket items will continue to have access to the rest of the market within the region, including in Alice Springs (which is vast compared to the limited consumption of the relevant stores);
- the arrangement is not exclusive (in that stores can access suppliers other than the Target if a competitive offering is made and/or can access the Target direct); and
- the arrangement will have no negative impact at a retail level as the stores are located in remote communities, meaning they do not compete at a retail level.

- (b) What other detriments may result from the notified conduct? In answering this question please provide facts and information to support the claims made:

Nil.

Section D – public benefits

6. Public benefit claims

- (a) Provide details of the public benefits resulting or likely to result from the proposed arrangement. In answering this question please provide facts and information to support the claims made:

Mai Wiru is responsible for implementing the Policy, including by establishing the Mai Wiru Regional Stores Group.

Traditionally, when the stores have been independently operated, they have suffered from a lack of access to reliable, good quality and affordable grocery and supermarket items. There are a variety of reasons for this, including an inability for remote communities to negotiate with suppliers and arrange for supply on fair commercial terms. The failures at a wholesale level has historically led to a poor retail supply market within the communities, often limiting the affordable availability of fresh foods and other grocery items. This has a direct impact on the health and wellbeing of members of the community.

The collective bargaining arrangements will enable Mai Wiru to have a direct impact on the health and wellbeing of community members by:

- facilitating reliable access to grocery and supermarket items in remote areas on the APY Lands which are relatively inaccessible;
- helping to ensure a diversity of healthy grocery and supermarket items in each community store; and
- negotiating affordable prices for the supply of grocery items to the stores (which in turn will ensure affordability at the retail level within communities).

The ability of the member stores to provide more affordable food is a clear benefit to the members of the remote communities.

Additionally, as the stores become viable by reason of the arrangements established by Mai Wiru, increased employment opportunities for local staff are expected at the stores.

Section E - authority

7. Contact details

- (a) Name, contact telephone number and address of person authorised by the notifying parties to provide additional information in relation to this application:

Josh Simons

08 8233 5428

Minter Ellison Lawyers

GPO Box 1272

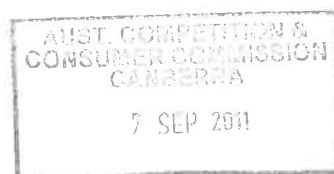
ADELAIDE SA 5001

(refer to direction 12)

Dated.....5/9/11.....

Signed by/on behalf of the applicant

.....
(Signature)



Josh Simons
(Full Name)

Minter Ellison
(Organisation)

Partner
(Position in Organisation)

DIRECTIONS

1. Where the notice is given by or on behalf of a corporation, the name of the corporation is to be inserted in item 1 (a), not the name of the person signing the application and the application is to be signed by a person authorised by the corporation to do so.
2. Describe that part of the applicant's business relating to the subject matter of the contract, arrangement or understanding in respect of which notification is given.
3. A collective bargaining notification can not be lodged by a trade union or a trade union representative.
4. Where the applicant will be a participant in the collective bargaining arrangements (rather than a representative of participants) the name of the applicant must also be included. Where those persons are corporations, list the corporation's name and address.
5. The applicant, in lodging a notification on behalf of others, must obtain their consent to do so and provide proof of that consent.
6. Where the target is a corporation, provide the corporate name.
7. The collective bargaining notification process is only available to parties that reasonably expect to make one or more contracts with the target about the supply or acquisition of goods or services the subject of the notification.
8. The value of the contract to be collectively negotiated between the target and each participant is not to exceed \$3 million (or such other amount as is prescribed by the regulations) per participant in any twelve month period.
9. To the extent that the collective bargaining arrangements have been reduced to writing, provide a true copy of the arrangement. To the extent that the collective bargaining arrangements have not been reduced to writing, provide a full and correct description of the key terms that have not been reduced to writing.
10. In simple terms an exclusionary provision exists where the proposed contract, arrangement or understanding is made by businesses (at least two of whom are competitors) for the purpose of preventing, restricting or limiting the supply of services to particular persons or classes of persons by all or any of the parties to the contract, arrangement or understanding.

In the context of collective bargaining, an exclusionary provision(s) may include contracts, arrangements or understandings (whether currently in existence or to be made or arrived at during the term of the notification) between collective bargaining participants to limit or restrict their dealings with the target including contracts arrangements or understandings to:

- (a) withhold the supply of goods or services from the target; or
- (b) refuse or decline to acquire the goods or services of the target;

whether such conduct was absolute, limited or subject to certain terms or conditions. This is sometimes referred to as a collective boycott.

11. Provide details of the market(s) likely to be affected by the notified conduct, in particular having regard to goods or services that may be substitutes for the good or service that is the subject matter of the notification.
12. The notification must be signed by a person authorised by the applicant to do so.

Form GA

Commonwealth of Australia

Competition and Consumer Act 2010 — section 93AB



NOTIFICATION OF COLLECTIVE BARGAINING

This form is to be completed by applicants proposing to engage in collective bargaining arrangements.

In lodging this form, applicants must include all information, including supporting evidence that they wish the Commission take into account in assessing their notification.

Where there is insufficient space on this form to furnish the required information, the information is to be shown on separate sheets, numbered consecutively and signed by or on behalf of the applicant.

Protection provided by the notification extends only to the collective bargaining arrangements described in the form.

To the Australian Competition and Consumer Commission:

Notice is hereby given under section 93AB of the *Competition and Consumer Act 2010* of intention:

- to make, or to propose to make, a contract containing a provision of the kind referred to in subsection 44ZZRD (2) or paragraph 44ZZRD (3) (a) or (b) of that Act.
- to give effect to a provision of a contract where the provision is of the kind referred to in subsection 44ZZRD (2) or paragraph 44ZZRD (3) (a) or (b) of that Act.
- to make, or to propose to make, a contract containing a provision of the kind referred to in paragraph 45 (2) (a) of that Act.
- to give effect to a provision of a contract where the provision is of the kind referred to in paragraph 45 (2) (b) of that Act.
(Strike out if not applicable)

PLEASE FOLLOW DIRECTIONS ON BACK OF THIS FORM

Section A – general information

1. Applicant

- (a) Name of the applicant:
(refer to Direction 1)

CB00152 Mai Wiru Regional Stores Council Aboriginal Corporation
Indigenous Corporation Number 7379

(Mai Wiru)

- (b) Description of business carried on by the applicant:
(refer to Direction 2)

Aboriginal owned and controlled corporation responsible for implementing and monitoring the Mai Wiru Regional Stores Policy (**the Policy**) on the Anangu Pitjantjatjara Yankuntjatjara Lands (**APY Lands**).

The Policy:

- Aims to improve the health and wellbeing of Anangu tjuta (all Aboriginal people living on the APY Lands) by ensuring continuous access to safe, nutritious and affordable food as well as essential health items through community stores;
- Recognises the need and provides a framework for a co-ordinated intersectoral approach to improve and monitor the supply, quality and safety of food and identified essential health items;
- Recognises the need for a subsidy of specific items in all stores, given the level of poverty on the APY Lands;
- Provides a set of rules to govern all aspects of the operations of all the community stores on the APY Lands, within the context of existing legislation and government policy; and
- Provides a basis for implementation through the formal adaptation of the policy by all community council and regional organisations throughout the APY Lands.

Mai Wiru is the representative of the community stores within the APY Lands, and is responsible for the implementation of the Policy. Each store has authorised Mai Wiru to negotiate with suppliers on its behalf and to file this notification.

- (c) Is the representative of the applicant lodging the notice a trade union, an officer of a trade union or a person acting on the direction of a trade union?
(refer to Direction 3)

No.

- (d) Address in Australia for service of documents on the applicant:

Josh Simons

Minter Ellison Lawyers

GPO Box 1272

ADELAIDE SA 5001

2. Lodged on behalf of

- (a) Provide names and addresses of all persons on whose behalf the notification is lodged and who propose to participate in the collective bargaining arrangements:
(refer to Direction 4)

Mai Wiru Regional Stores Council Aboriginal Corporation – PO Box 4515 Alice Springs NT 0871

Kaltjiti Anangu A/C Community Store – Fregon Community via Alice Springs NT 0872

Murputja Homelands Council – C/- Murputja Homelands Council PMB 91 via Alice Springs NT 0872

Pukatja Supermarket – PMB 89 via Alice Springs NT 0872

Amata Anangu Store – Amata Community via Alice Springs NT 0872

Pipalyatjara Patilpa Store Inc – via Alice Springs NT 0872

(Collectively, the **Mai Wiru Regional Stores Group**.)

- (b) Provide proof of the consent of each of the persons listed at 2 (a) above agreeing to the lodgement of the notification on their behalf:
(refer to *Direction 5*)

Signed consents are attached at **Annexure A**.

- (c) Provide the following information relating to a notification:
- (i) Does this notification relate to a notification previously lodged with the Australian Competition and Consumer Commission and for which a concessional fee is claimed?

This notification form is one in a set of six related notifications for Mai Wiru to collectively bargain for the procurement of various grocery and supermarket items sold by the stores in the Mai Wiru Regional Stores Group. All six notifications have been lodged together.

- (ii) details of the first-mentioned notification, including but not limited to:
- (A) the name of the applicant; and
- (B) the date the notification was said to be lodged; and
- (C) if known or applicable — the registration number allocated to that collective bargaining notification.

Mai Wiru Regional Stores Council Aboriginal Corporation

5 September 2011

Unknown

Section B – collective bargaining arrangements

3. Proposed collective bargaining arrangements

- (a) Provide: the name and address of the target; the name, position and telephone contact details of an appropriate contact at the target; and a description of the business carried on by the target:
(refer to *direction 6*)

The target business is Independent Grocers – 3 Coulthard Court Alice Springs NT 0870. Point of contact is Richard Blom. (08) 8947 0363. Independent Grocers is a supplier of variety goods.

(The Target)

- (b) Provide a description of the goods or services which the participants of the collective bargaining arrangements (listed at 2 (a) above) propose to supply to or acquire from the target:

Procurement of various grocery and supermarket items (in this case, variety goods).

- (c) Do the participants of the proposed collective bargaining arrangements (see 2 (a) above) reasonably expect to make one or more contracts with the target about the supply to or acquisition from the target of one or more of the goods or services (listed at 3 (b) above)?
(refer to direction 7)

Yes.

- (d) In relation to (c) above, provide details of the basis upon which that expectation is held including details of past contracts with the target:

Each store in the Mai Wiru Regional Stores Group is in the business of running a community store. The stores sell various grocery and supermarket items within their respective community, and provide the primary retail outlet for members of the community. Accordingly, the stores require supply of these items and are likely to do so via the cost effective and reliable channels negotiated by Mai Wiru on behalf of the Mai Wiru Regional Stores Group.

- (e) Do the participants of the collective bargaining arrangements (listed at 2 (a) above) reasonably expect that contractual payments between the target and each participant will not exceed \$3 million (or any other amount prescribed by regulation) in any 12 month period, and on what basis?
(refer to direction 8)

Yes. The Mai Wiru Regional Stores Group expects that the contractual payments will not exceed \$3 million.

Historically, each store has acquired variety goods inventory of between approximately **\$143,000 and \$1,200,000** per store per year.

- (f) In relation to (e) above provide an estimation of the contractual payments expected between the target and each participant in relation to the goods and services (listed at 2 (a) above):

Store	Approximate annual payment
Amata	\$1,200,000
Kaltjiti	\$580,000
Mai Wiru Regional Stores Council	\$0
Murputja	\$340,000
Pipalyatjara Patilpa	\$760,000
Pukatja Supermarket	\$868,000
Wapa	\$143,000

- (g) Provide a description of the collective bargaining arrangements proposed including, but not limited to:
- (i) the process by which participants propose to undertake collective bargaining with the target; and
 - (ii) the type of terms and conditions expected to be negotiated in collective bargaining arrangements (for example: price; non-price conditions of supply such as contract periods etc); and

- (iii) details of any dispute resolution procedure (if any) proposed between participants throughout the collective bargaining process; and
- (iv) details of any dispute resolution procedure (if any) proposed between participants and the target throughout the collective bargaining process; and
- (v) details of any dispute resolution procedure (if any) proposed to deal with disputes throughout the term of contracts entered into with the target; and
- (vi) details of proposed commencement and duration of contracts to be negotiated with the target:
(refer to direction 9)

Under the collective bargaining arrangement, Mai Wiru will negotiate with the Target on behalf of the Mai Wiru Regional Stores Group for the purpose of enabling the community stores to obtain an affordable and reliable supply of grocery and supermarket items to remote areas. The location of many of the stores, and lack of viable communication channels, are such that direct negotiation would not be possible or would be inefficient.

Mai Wiru will negotiate with the Target in regard to;

- a) product supply terms, including quality;
- b) the price at which items will be offered for sale to the stores;
- c) delivery terms and conditions;
- d) ordering procedures; and
- e) reliability and continuity of supply.

Each store has signed an agreement with Mai Wiru which includes a dispute mechanism procedure that establishes the dispute resolution process to be followed, including requirements regarding notification of disputes and negotiation procedures.

That procedure applies to the collective bargaining each store has authorised Mai Wiru to undertake.

No dispute mechanism procedure is proposed with the Target. The stores have not agreed not to source grocery items from other sources, including from the Target outside of this collective bargaining arrangement.

The agreement will be for no fixed term.

- (h) Identify any parts of the proposed collective arrangements described in 3 (g) which relate to possible price agreements:

The price for the supply of items to the stores.

- (i) Identify any parts of the proposed collective arrangements described in 3 (g) which relate to a possible or proposed exclusionary provision(s), including but not limited to:
 - (i) the nature of the proposed or possible exclusionary provision(s) (for example an agreement to withhold supply of the relevant goods or services to the target); and
 - (ii) the circumstances in which the collective bargaining participants would engage in the exclusionary provision(s), including but not limited to:
 - (A) details of the events that would trigger any such activity; and
 - (B) details of the process that would be followed in undertaking any such activity; and
 - (C) details of any proposed period of notice to be given to the target prior to the commencement of such activity; and
 - (D) details of any dispute resolution procedure to be applied or offered to the target prior to the commencement of such activity:
- (refer to direction 10)*

The agreement will not require the members of the Mai Wiru Regional Stores Group to procure items only from the Target or deal only with the Target via Mai Wiru. Accordingly, there is arguably no exclusionary provision. However, because the success of the Policy rests largely on the stores acting together (via Mai Wiru) to achieve the common goals (including by acting in accordance with the supervision and advice of Mai Wiru), it is likely that all stores will have a strong incentive to act collectively in relation to the Target.

Because Mai Wiru does not anticipate directing stores not to deal with the Target outside of the collective bargaining arrangement (nor does it have a contractual right to do so), no dispute resolution procedure or mechanism is proposed to be agreed to with the Target.

Section C – public detriments

4. Market definition

Provide a description of the market(s) in which the goods or services described at 3 (b) are supplied or acquired and other affected markets including: significant suppliers and acquirers; substitutes available for the relevant goods or services; any restriction on the supply or acquisition of the relevant goods or services (for example geographic or legal restrictions):

(refer to direction 11)

The stores within the Mai Wiru Regional Stores Group only compete for the procurement of various grocery and supermarket items. Currently, for geographical reasons, these are predominantly supplied out of Alice Springs and surrounding areas.

Because of the regional and remote locations of the stores within the Mai Wiru Regional Stores Group, they do not compete at a retail level.

Given the above, the relevant market is for the procurement of various grocery and supermarket items sold in the stores (including such things as fresh fruit and vegetables, meat, bread, clothing, variety goods and transport of these items).

Substitutes for grocery and supermarket items are largely limited to the same kinds of items from alternative suppliers. In that sense, other suppliers within Alice Springs and surrounding regions may be able to supply the items in competition with the Target. The stores are not prohibited from dealing with other suppliers, however Mai Wiru will only negotiate with the Target for efficiency reasons.

5. Public detriments

- (a) What will be the likely effect of the notified conduct on the prices of the goods or services described at 3 (b) above and the prices of goods or services in other affected markets? In answering this question please provide facts and information to support the claims made:

The stores within the Mai Wiru Regional Stores Group consider any public detriment to be minimal because:

- The arrangement applies only to a limited number of community stores located in remote and regional Australia on the APY Lands, meaning that suppliers of various grocery and supermarket items will continue to have access to the rest of the market within the region, including in Alice Springs (which is vast compared to the limited consumption of the relevant stores);
- the arrangement is not exclusive (in that stores can access suppliers other than the Target if a competitive offering is made and/or can access the Target direct); and
- the arrangement will have no negative impact at a retail level as the stores are located in remote communities, meaning they do not compete at a retail level.

- (b) What other detriments may result from the notified conduct? In answering this question please provide facts and information to support the claims made:

Nil.

Section D – public benefits

6. Public benefit claims

- (a) Provide details of the public benefits resulting or likely to result from the proposed arrangement. In answering this question please provide facts and information to support the claims made:

Mai Wiru is responsible for implementing the Policy, including by establishing the Mai Wiru Regional Stores Group.

Traditionally, when the stores have been independently operated, they have suffered from a lack of access to reliable, good quality and affordable grocery and supermarket items. There are a variety of reasons for this, including an inability for remote communities to negotiate with suppliers and arrange for supply on fair commercial terms. The failures at a wholesale level has historically led to a poor retail supply market within the communities, often limiting the affordable availability of fresh foods and other grocery items. This has a direct impact on the health and wellbeing of members of the community.

The collective bargaining arrangements will enable Mai Wiru to have a direct impact on the health and wellbeing of community members by:

- facilitating reliable access to grocery and supermarket items in remote areas on the APY Lands which are relatively inaccessible;
- helping to ensure a diversity of healthy grocery and supermarket items in each community store; and
- negotiating affordable prices for the supply of grocery items to the stores (which in turn will ensure affordability at the retail level within communities).

The ability of the member stores to provide more affordable food is a clear benefit to the members of the remote communities.

Additionally, as the stores become viable by reason of the arrangements established by Mai Wiru, increased employment opportunities for local staff are expected at the stores.

Section E - authority

7. Contact details

- (a) Name, contact telephone number and address of person authorised by the notifying parties to provide additional information in relation to this application:

Josh Simons

08 8233 5428

Minter Ellison Lawyers

GPO Box 1272

ADELAIDE SA 5001

(refer to direction 12)

Dated..... 5/9/11

Signed by/on behalf of the applicant

.....
(Signature)



.....Josh Simon S.....

(Full Name)

.....Minter Ellison.....

(Organisation)

.....Partner.....

(Position in Organisation)

DIRECTIONS

1. Where the notice is given by or on behalf of a corporation, the name of the corporation is to be inserted in item 1 (a), not the name of the person signing the application and the application is to be signed by a person authorised by the corporation to do so.
2. Describe that part of the applicant's business relating to the subject matter of the contract, arrangement or understanding in respect of which notification is given.
3. A collective bargaining notification can not be lodged by a trade union or a trade union representative.
4. Where the applicant will be a participant in the collective bargaining arrangements (rather than a representative of participants) the name of the applicant must also be included. Where those persons are corporations, list the corporation's name and address.
5. The applicant, in lodging a notification on behalf of others, must obtain their consent to do so and provide proof of that consent.
6. Where the target is a corporation, provide the corporate name.
7. The collective bargaining notification process is only available to parties that reasonably expect to make one or more contracts with the target about the supply or acquisition of goods or services the subject of the notification.
8. The value of the contract to be collectively negotiated between the target and each participant is not to exceed \$3 million (or such other amount as is prescribed by the regulations) per participant in any twelve month period.
9. To the extent that the collective bargaining arrangements have been reduced to writing, provide a true copy of the arrangement. To the extent that the collective bargaining arrangements have not been reduced to writing, provide a full and correct description of the key terms that have not been reduced to writing.
10. In simple terms an exclusionary provision exists where the proposed contract, arrangement or understanding is made by businesses (at least two of whom are competitors) for the purpose of preventing, restricting or limiting the supply of services to particular persons or classes of persons by all or any of the parties to the contract, arrangement or understanding.

In the context of collective bargaining, an exclusionary provision(s) may include contracts, arrangements or understandings (whether currently in existence or to be made or arrived at during the term of the notification) between collective bargaining participants to limit or restrict their dealings with the target including contracts arrangements or understandings to:

- (a) withhold the supply of goods or services from the target; or
- (b) refuse or decline to acquire the goods or services of the target;

whether such conduct was absolute, limited or subject to certain terms or conditions. This is sometimes referred to as a collective boycott.

11. Provide details of the market(s) likely to be affected by the notified conduct, in particular having regard to goods or services that may be substitutes for the good or service that is the subject matter of the notification.
12. The notification must be signed by a person authorised by the applicant to do so.

Form GA

Commonwealth of Australia

Competition and Consumer Act 2010 — section 93AB

NOTIFICATION OF COLLECTIVE BARGAINING



This form is to be completed by applicants proposing to engage in collective bargaining arrangements.

In lodging this form, applicants must include all information, including supporting evidence that they wish the Commission take into account in assessing their notification.

Where there is insufficient space on this form to furnish the required information, the information is to be shown on separate sheets, numbered consecutively and signed by or on behalf of the applicant.

Protection provided by the notification extends only to the collective bargaining arrangements described in the form.

To the Australian Competition and Consumer Commission:

Notice is hereby given under section 93AB of the *Competition and Consumer Act 2010* of intention:

- to make, or to propose to make, a contract containing a provision of the kind referred to in subsection 44ZZRD (2) or paragraph 44ZZRD (3) (a) or (b) of that Act.
- to give effect to a provision of a contract where the provision is of the kind referred to in subsection 44ZZRD (2) or paragraph 44ZZRD (3) (a) or (b) of that Act.
- to make, or to propose to make, a contract containing a provision of the kind referred to in paragraph 45 (2) (a) of that Act.
- to give effect to a provision of a contract where the provision is of the kind referred to in paragraph 45 (2) (b) of that Act.
(Strike out if not applicable)

PLEASE FOLLOW DIRECTIONS ON BACK OF THIS FORM

Section A – general information

1. Applicant

- (a) Name of the applicant:
(refer to Direction 1)

CB00153 Mai Wiru Regional Stores Council Aboriginal Corporation
Indigenous Corporation Number 7379

(Mai Wiru)

- (b) Description of business carried on by the applicant:
(refer to Direction 2)

Aboriginal owned and controlled corporation responsible for implementing and monitoring the Mai Wiru Regional Stores Policy (**the Policy**) on the Anangu Pitjantjatjara Yankunjtjara Lands (**APY Lands**).

The Policy:

- Aims to improve the health and wellbeing of Anangu tjuta (all Aboriginal people living on the APY Lands) by ensuring continuous access to safe, nutritious and affordable food as well as essential health items through community stores;
- Recognises the need and provides a framework for a co-ordinated intersectoral approach to improve and monitor the supply, quality and safety of food and identified essential health items;
- Recognises the need for a subsidy of specific items in all stores, given the level of poverty on the APY Lands;
- Provides a set of rules to govern all aspects of the operations of all the community stores on the APY Lands, within the context of existing legislation and government policy; and
- Provides a basis for implementation through the formal adaptation of the policy by all community council and regional organisations throughout the APY Lands.

Mai Wiru is the representative of the community stores within the APY Lands, and is responsible for the implementation of the Policy. Each store has authorised Mai Wiru to negotiate with suppliers on its behalf and to file this notification.

- (c) Is the representative of the applicant lodging the notice a trade union, an officer of a trade union or a person acting on the direction of a trade union?
(refer to Direction 3)

No.

- (d) Address in Australia for service of documents on the applicant:

Josh Simons

Minter Ellison Lawyers

GPO Box 1272

ADELAIDE SA 5001

2. Lodged on behalf of

- (a) Provide names and addresses of all persons on whose behalf the notification is lodged and who propose to participate in the collective bargaining arrangements:
(refer to Direction 4)

Mai Wiru Regional Stores Council Aboriginal Corporation – PO Box 4515 Alice Springs NT 0871

Kaltjiti Anangu A/C Community Store – Fregon Community via Alice Springs NT 0872

Murputja Homelands Council – C/- Murputja Homelands Council PMB 91 via Alice Springs NT 0872

Pukatja Supermarket – PMB 89 via Alice Springs NT 0872

Amata Anangu Store – Amata Community via Alice Springs NT 0872

Pipalyatjara Patilpa Store Inc – via Alice Springs NT 0872

Wapa Store – Watarru Community Office via Alice Springs NT 0872

(Collectively, the **Mai Wiru Regional Stores Group**.)

- (b) Provide proof of the consent of each of the persons listed at 2 (a) above agreeing to the lodgement of the notification on their behalf:
(refer to *Direction 5*)

Signed consents are attached at **Annexure A**.

- (c) Provide the following information relating to a notification:
- (i) Does this notification relate to a notification previously lodged with the Australian Competition and Consumer Commission and for which a concessional fee is claimed?

This notification form is one in a set of six related notifications for Mai Wiru to collectively bargain for the procurement of various grocery and supermarket items sold by the stores in the Mai Wiru Regional Stores Group. All six notifications have been lodged together.

- (ii) details of the first-mentioned notification, including but not limited to:
- (A) the name of the applicant; and
- (B) the date the notification was said to be lodged; and
- (C) if known or applicable — the registration number allocated to that collective bargaining notification.

Mai Wiru Regional Stores Council Aboriginal Corporation

5 September 2011

Unknown

Section B – collective bargaining arrangements

3. Proposed collective bargaining arrangements

- (a) Provide: the name and address of the target; the name, position and telephone contact details of an appropriate contact at the target; and a description of the business carried on by the target:
(refer to *direction 6*)

The target business is Central Fruit & Veg Wholesalers – 21 Power St Alice Springs NT 0870. Point of contact is Haydn Rodd - (08) 89531872. Central Fruit & Veg Wholesalers are suppliers of fruit and vegetables.

(The Target)

- (b) Provide a description of the goods or services which the participants of the collective bargaining arrangements (listed at 2 (a) above) propose to supply to or acquire from the target:

Procurement of various grocery and supermarket items (in this case, fruit and vegetables).

- (c) Do the participants of the proposed collective bargaining arrangements (see 2 (a) above) reasonably expect to make one or more contracts with the target about the supply to or acquisition from the target of one or more of the goods or services (listed at 3 (b) above)?
(refer to direction 7)

Yes.

- (d) In relation to (c) above, provide details of the basis upon which that expectation is held including details of past contracts with the target:

Each store in the Mai Wiru Regional Stores Group is in the business of running a community store. The stores sell various grocery and supermarket items within their respective community, and provide the primary retail outlet for members of the community. Accordingly, the stores require supply of these items and are likely to do so via the cost effective and reliable channels negotiated by Mai Wiru on behalf of the Mai Wiru Regional Stores Group.

- (e) Do the participants of the collective bargaining arrangements (listed at 2 (a) above) reasonably expect that contractual payments between the target and each participant will not exceed \$3 million (or any other amount prescribed by regulation) in any 12 month period, and on what basis?
(refer to direction 8)

Yes. The Mai Wiru Regional Stores Group expects that the contractual payments will not exceed \$3 million.

Historically, each store has acquired fruit and vegetable inventory of between approximately **\$9,000 and \$135,000** per store per year.

- (f) In relation to (e) above provide an estimation of the contractual payments expected between the target and each participant in relation to the goods and services (listed at 2 (a) above):

Store	Approximate annual payment
Amata	\$135,000
Kaltjiti	\$70,000
Mai Wiru Regional Stores Council	\$0
Murputja	\$36,000
Pipalyatjara Patilpa	\$80,000
Pukatja Supermarket	\$100,000
Wapa	\$9,000

- (g) Provide a description of the collective bargaining arrangements proposed including, but not limited to:
- (i) the process by which participants propose to undertake collective bargaining with the target; and
 - (ii) the type of terms and conditions expected to be negotiated in collective bargaining arrangements (for example: price; non-price conditions of supply such as contract periods etc); and

- (iii) details of any dispute resolution procedure (if any) proposed between participants throughout the collective bargaining process; and
- (iv) details of any dispute resolution procedure (if any) proposed between participants and the target throughout the collective bargaining process; and
- (v) details of any dispute resolution procedure (if any) proposed to deal with disputes throughout the term of contracts entered into with the target; and
- (vi) details of proposed commencement and duration of contracts to be negotiated with the target:
(refer to direction 9)

Under the collective bargaining arrangement, Mai Wiru will negotiate with the Target on behalf of the Mai Wiru Regional Stores Group for the purpose of enabling the community stores to obtain an affordable and reliable supply of grocery and supermarket items to remote areas. The location of many of the stores, and lack of viable communication channels, are such that direct negotiation would not be possible or would be inefficient.

Mai Wiru will negotiate with the Target in regard to;

- a) product supply terms, including quality;
- b) the price at which items will be offered for sale to the stores;
- c) delivery terms and conditions;
- d) ordering procedures; and
- e) reliability and continuity of supply.

Each store has signed an agreement with Mai Wiru which includes a dispute mechanism procedure that establishes the dispute resolution process to be followed, including requirements regarding notification of disputes and negotiation procedures.

That procedure applies to the collective bargaining each store has authorised Mai Wiru to undertake.

No dispute mechanism procedure is proposed with the Target. The stores have not agreed not to source grocery items from other sources, including from the Target outside of this collective bargaining arrangement.

The agreement will be for no fixed term.

- (h) Identify any parts of the proposed collective arrangements described in 3 (g) which relate to possible price agreements:

The price for the supply of items to the stores.

- (i) Identify any parts of the proposed collective arrangements described in 3 (g) which relate to a possible or proposed exclusionary provision(s), including but not limited to:
 - (i) the nature of the proposed or possible exclusionary provision(s) (for example an agreement to withhold supply of the relevant goods or services to the target); and
 - (ii) the circumstances in which the collective bargaining participants would engage in the exclusionary provision(s), including but not limited to:
 - (A) details of the events that would trigger any such activity; and
 - (B) details of the process that would be followed in undertaking any such activity; and
 - (C) details of any proposed period of notice to be given to the target prior to the commencement of such activity; and
 - (D) details of any dispute resolution procedure to be applied or offered to the target prior to the commencement of such activity:
- (refer to direction 10)*

The agreement will not require the members of the Mai Wiru Regional Stores Group to procure items only from the Target or deal only with the Target via Mai Wiru. Accordingly, there is arguably no exclusionary provision. However, because the success of the Policy rests largely on the stores acting together (via Mai Wiru) to achieve the common goals (including by acting in accordance with the supervision and advice of Mai Wiru), it is likely that all stores will have a strong incentive to act collectively in relation to the Target.

Because Mai Wiru does not anticipate directing stores not to deal with the Target outside of the collective bargaining arrangement (nor does it have a contractual right to do so), no dispute resolution procedure or mechanism is proposed to be agreed to with the Target.

Section C – public detriments

4. Market definition

Provide a description of the market(s) in which the goods or services described at 3 (b) are supplied or acquired and other affected markets including: significant suppliers and acquirers; substitutes available for the relevant goods or services; any restriction on the supply or acquisition of the relevant goods or services (for example geographic or legal restrictions):

(refer to direction 11)

The stores within the Mai Wiru Regional Stores Group only compete for the procurement of various grocery and supermarket items. Currently, for geographical reasons, these are predominantly supplied out of Alice Springs and surrounding areas.

Because of the regional and remote locations of the stores within the Mai Wiru Regional Stores Group, they do not compete at a retail level.

Given the above, the relevant market is for the procurement of various grocery and supermarket items sold in the stores (including such things as fresh fruit and vegetables, meat, bread, clothing, variety goods and transport of these items).

Substitutes for grocery and supermarket items are largely limited to the same kinds of items from alternative suppliers. In that sense, other suppliers within Alice Springs and surrounding regions may be able to supply the items in competition with the Target. The stores are not prohibited from dealing with other suppliers, however Mai Wiru will only negotiate with the Target for efficiency reasons.

5. Public detriments

- (a) What will be the likely effect of the notified conduct on the prices of the goods or services described at 3 (b) above and the prices of goods or services in other affected markets? In answering this question please provide facts and information to support the claims made:

The stores within the Mai Wiru Regional Stores Group consider any public detriment to be minimal because:

- The arrangement applies only to a limited number of community stores located in remote and regional Australia on the APY Lands, meaning that suppliers of various grocery and supermarket items will continue to have access to the rest of the market within the region, including in Alice Springs (which is vast compared to the limited consumption of the relevant stores);
- the arrangement is not exclusive (in that stores can access suppliers other than the Target if a competitive offering is made and/or can access the Target direct); and
- the arrangement will have no negative impact at a retail level as the stores are located in remote communities, meaning they do not compete at a retail level.

- (b) What other detriments may result from the notified conduct? In answering this question please provide facts and information to support the claims made:

Nil.

Section D – public benefits

6. Public benefit claims

- (a) Provide details of the public benefits resulting or likely to result from the proposed arrangement. In answering this question please provide facts and information to support the claims made:

Mai Wiru is responsible for implementing the Policy, including by establishing the Mai Wiru Regional Stores Group.

Traditionally, when the stores have been independently operated, they have suffered from a lack of access to reliable, good quality and affordable grocery and supermarket items. There are a variety of reasons for this, including an inability for remote communities to negotiate with suppliers and arrange for supply on fair commercial terms. The failures at a wholesale level has historically led to a poor retail supply market within the communities, often limiting the affordable availability of fresh foods and other grocery items. This has a direct impact on the health and wellbeing of members of the community.

The collective bargaining arrangements will enable Mai Wiru to have a direct impact on the health and wellbeing of community members by:

- facilitating reliable access to grocery and supermarket items in remote areas on the APY Lands which are relatively inaccessible;
- helping to ensure a diversity of healthy grocery and supermarket items in each community store; and
- negotiating affordable prices for the supply of grocery items to the stores (which in turn will ensure affordability at the retail level within communities).

The ability of the member stores to provide more affordable food is a clear benefit to the members of the remote communities.

Additionally, as the stores become viable by reason of the arrangements established by Mai Wiru, increased employment opportunities for local staff are expected at the stores.

Section E - authority

7. Contact details

- (a) Name, contact telephone number and address of person authorised by the notifying parties to provide additional information in relation to this application:

Josh Simons

08 8233 5428

Minter Ellison Lawyers

GPO Box 1272

ADELAIDE SA 5001

(refer to direction 12)

Dated.....5/9/11.....

Signed by/on behalf of the applicant

.....
(Signature)



Josh Simons

(Full Name)

Minter Ellison

(Organisation)

Partner

(Position in Organisation)

DIRECTIONS

1. Where the notice is given by or on behalf of a corporation, the name of the corporation is to be inserted in item 1 (a), not the name of the person signing the application and the application is to be signed by a person authorised by the corporation to do so.
2. Describe that part of the applicant's business relating to the subject matter of the contract, arrangement or understanding in respect of which notification is given.
3. A collective bargaining notification can not be lodged by a trade union or a trade union representative.
4. Where the applicant will be a participant in the collective bargaining arrangements (rather than a representative of participants) the name of the applicant must also be included. Where those persons are corporations, list the corporation's name and address.
5. The applicant, in lodging a notification on behalf of others, must obtain their consent to do so and provide proof of that consent.
6. Where the target is a corporation, provide the corporate name.
7. The collective bargaining notification process is only available to parties that reasonably expect to make one or more contracts with the target about the supply or acquisition of goods or services the subject of the notification.
8. The value of the contract to be collectively negotiated between the target and each participant is not to exceed \$3 million (or such other amount as is prescribed by the regulations) per participant in any twelve month period.
9. To the extent that the collective bargaining arrangements have been reduced to writing, provide a true copy of the arrangement. To the extent that the collective bargaining arrangements have not been reduced to writing, provide a full and correct description of the key terms that have not been reduced to writing.
10. In simple terms an exclusionary provision exists where the proposed contract, arrangement or understanding is made by businesses (at least two of whom are competitors) for the purpose of preventing, restricting or limiting the supply of services to particular persons or classes of persons by all or any of the parties to the contract, arrangement or understanding.

In the context of collective bargaining, an exclusionary provision(s) may include contracts, arrangements or understandings (whether currently in existence or to be made or arrived at during the term of the notification) between collective bargaining participants to limit or restrict their dealings with the target including contracts arrangements or understandings to:

- (a) withhold the supply of goods or services from the target; or
- (b) refuse or decline to acquire the goods or services of the target;

whether such conduct was absolute, limited or subject to certain terms or conditions. This is sometimes referred to as a collective boycott.

11. Provide details of the market(s) likely to be affected by the notified conduct, in particular having regard to goods or services that may be substitutes for the good or service that is the subject matter of the notification.
12. The notification must be signed by a person authorised by the applicant to do so.

Form GA

Commonwealth of Australia

Competition and Consumer Act 2010 — section 93AB



NOTIFICATION OF COLLECTIVE BARGAINING

This form is to be completed by applicants proposing to engage in collective bargaining arrangements.

In lodging this form, applicants must include all information, including supporting evidence that they wish the Commission take into account in assessing their notification.

Where there is insufficient space on this form to furnish the required information, the information is to be shown on separate sheets, numbered consecutively and signed by or on behalf of the applicant.

Protection provided by the notification extends only to the collective bargaining arrangements described in the form.

To the Australian Competition and Consumer Commission:

Notice is hereby given under section 93AB of the *Competition and Consumer Act 2010* of intention:

- to make, or to propose to make, a contract containing a provision of the kind referred to in subsection 44ZZRD (2) or paragraph 44ZZRD (3) (a) or (b) of that Act.
- to give effect to a provision of a contract where the provision is of the kind referred to in subsection 44ZZRD (2) or paragraph 44ZZRD (3) (a) or (b) of that Act.
- to make, or to propose to make, a contract containing a provision of the kind referred to in paragraph 45 (2) (a) of that Act.
- to give effect to a provision of a contract where the provision is of the kind referred to in paragraph 45 (2) (b) of that Act.
(Strike out if not applicable)

PLEASE FOLLOW DIRECTIONS ON BACK OF THIS FORM

Section A – general information

1. Applicant

- (a) Name of the applicant:
(refer to Direction 1)

CB00154 Mai Wiru Regional Stores Council Aboriginal Corporation
Indigenous Corporation Number 7379

(Mai Wiru)

- (b) Description of business carried on by the applicant:
(refer to Direction 2)

Aboriginal owned and controlled corporation responsible for implementing and monitoring the Mai Wiru Regional Stores Policy (**the Policy**) on the Anangu Pitjantjatjara Yankuntjatjara Lands (**APY Lands**).

The Policy:

- Aims to improve the health and wellbeing of Anangu tjuta (all Aboriginal people living on the APY Lands) by ensuring continuous access to safe, nutritious and affordable food as well as essential health items through community stores;
- Recognises the need and provides a framework for a co-ordinated intersectoral approach to improve and monitor the supply, quality and safety of food and identified essential health items;
- Recognises the need for a subsidy of specific items in all stores, given the level of poverty on the APY Lands;
- Provides a set of rules to govern all aspects of the operations of all the community stores on the APY Lands, within the context of existing legislation and government policy; and
- Provides a basis for implementation through the formal adaptation of the policy by all community council and regional organisations throughout the APY Lands.

Mai Wiru is the representative of the community stores within the APY Lands, and is responsible for the implementation of the Policy. Each store has authorised Mai Wiru to negotiate with suppliers on its behalf and to file this notification.

- (c) Is the representative of the applicant lodging the notice a trade union, an officer of a trade union or a person acting on the direction of a trade union?
(refer to Direction 3)

No.

- (d) Address in Australia for service of documents on the applicant:

Josh Simons

Minter Ellison Lawyers

GPO Box 1272

ADELAIDE SA 5001

2. Lodged on behalf of

- (a) Provide names and addresses of all persons on whose behalf the notification is lodged and who propose to participate in the collective bargaining arrangements:
(refer to Direction 4)

Mai Wiru Regional Stores Council Aboriginal Corporation – PO Box 4515 Alice Springs NT 0871

Kaltjiti Anangu A/C Community Store – Fregon Community via Alice Springs NT 0872

Murputja Homelands Council – C/- Murputja Homelands Council PMB 91 via Alice Springs NT 0872

Pukatja Supermarket – PMB 89 via Alice Springs NT 0872

Amata Anangu Store – Amata Community via Alice Springs NT 0872

Pipalyatjara Patilpa Store Inc – via Alice Springs NT 0872

Wapa Store – Watarru Community Office via Alice Springs NT 0872

(Collectively, the **Mai Wiru Regional Stores Group**.)

- (b) Provide proof of the consent of each of the persons listed at 2 (a) above agreeing to the lodgement of the notification on their behalf:
(refer to *Direction 5*)

Signed consents are attached at **Annexure A**.

- (c) Provide the following information relating to a notification:
- (i) Does this notification relate to a notification previously lodged with the Australian Competition and Consumer Commission and for which a concessional fee is claimed?

This notification form is one in a set of six related notifications for Mai Wiru to collectively bargain for the procurement of various grocery and supermarket items sold by the stores in the Mai Wiru Regional Stores Group. All six notifications have been lodged together.

- (ii) details of the first-mentioned notification, including but not limited to:
- (A) the name of the applicant; and
- (B) the date the notification was said to be lodged; and
- (C) if known or applicable — the registration number allocated to that collective bargaining notification.

Mai Wiru Regional Stores Council Aboriginal Corporation

5 September 2011

Unknown

Section B – collective bargaining arrangements

3. Proposed collective bargaining arrangements

- (a) Provide: the name and address of the target; the name, position and telephone contact details of an appropriate contact at the target; and a description of the business carried on by the target:
(refer to *direction 6*)

The target business is G & R Wills – 22 Kidman St Alice Springs NT 0870. Point of contact is Mark Griffiths. (08) 8952 2222. G & R Wills are suppliers of variety goods, including clothing.

(The Target)

- (b) Provide a description of the goods or services which the participants of the collective bargaining arrangements (listed at 2 (a) above) propose to supply to or acquire from the target:

Procurement of various grocery and supermarket items (in this case, variety goods, including clothing).

- (c) Do the participants of the proposed collective bargaining arrangements (see 2 (a) above) reasonably expect to make one or more contracts with the target about the supply to or acquisition from the target of one or more of the goods or services (listed at 3 (b) above)?
(refer to direction 7)

Yes.

- (d) In relation to (c) above, provide details of the basis upon which that expectation is held including details of past contracts with the target:

Each store in the Mai Wiru Regional Stores Group is in the business of running a community store. The stores sell various grocery and supermarket items within their respective community, and provide the primary retail outlet for members of the community. Accordingly, the stores require supply of these items and are likely to do so via the cost effective and reliable channels negotiated by Mai Wiru on behalf of the Mai Wiru Regional Stores Group.

- (e) Do the participants of the collective bargaining arrangements (listed at 2 (a) above) reasonably expect that contractual payments between the target and each participant will not exceed \$3 million (or any other amount prescribed by regulation) in any 12 month period, and on what basis?
(refer to direction 8)

Yes. The Mai Wiru Regional Stores Group expects that the contractual payments will not exceed \$3 million.

Historically, each store has acquired clothing and variety goods inventory of between approximately **\$1,000 and \$105,000** per store per year.

- (f) In relation to (e) above provide an estimation of the contractual payments expected between the target and each participant in relation to the goods and services (listed at 2 (a) above):

Store	Approximate annual payment
Amata	\$105,000
Kaltjiti	\$88,000
Mai Wiru Regional Stores Council	\$0
Murputja	\$60,000
Pipalyatjara Patilpa	\$88,000
Pukatja Supermarket	\$56,000
Wapa	\$1,000

- (g) Provide a description of the collective bargaining arrangements proposed including, but not limited to:
- (i) the process by which participants propose to undertake collective bargaining with the target; and
 - (ii) the type of terms and conditions expected to be negotiated in collective bargaining arrangements (for example: price; non-price conditions of supply such as contract periods etc); and

- (iii) details of any dispute resolution procedure (if any) proposed between participants throughout the collective bargaining process; and
- (iv) details of any dispute resolution procedure (if any) proposed between participants and the target throughout the collective bargaining process; and
- (v) details of any dispute resolution procedure (if any) proposed to deal with disputes throughout the term of contracts entered into with the target; and
- (vi) details of proposed commencement and duration of contracts to be negotiated with the target:
(refer to direction 9)

Under the collective bargaining arrangement, Mai Wiru will negotiate with the Target on behalf of the Mai Wiru Regional Stores Group for the purpose of enabling the community stores to obtain an affordable and reliable supply of grocery and supermarket items to remote areas. The location of many of the stores, and lack of viable communication channels, are such that direct negotiation would not be possible or would be inefficient.

Mai Wiru will negotiate with the Target in regard to;

- a) product supply terms, including quality;
- b) the price at which items will be offered for sale to the stores;
- c) delivery terms and conditions;
- d) ordering procedures; and
- e) reliability and continuity of supply.

Each store has signed an agreement with Mai Wiru which includes a dispute mechanism procedure that establishes the dispute resolution process to be followed, including requirements regarding notification of disputes and negotiation procedures.

That procedure applies to the collective bargaining each store has authorised Mai Wiru to undertake.

No dispute mechanism procedure is proposed with the Target. The stores have not agreed not to source grocery items from other sources, including from the Target outside of this collective bargaining arrangement.

The agreement will be for no fixed term.

- (h) Identify any parts of the proposed collective arrangements described in 3 (g) which relate to possible price agreements:

The price for the supply of items to the stores.

- (i) Identify any parts of the proposed collective arrangements described in 3 (g) which relate to a possible or proposed exclusionary provision(s), including but not limited to:
 - (i) the nature of the proposed or possible exclusionary provision(s) (for example an agreement to withhold supply of the relevant goods or services to the target); and
 - (ii) the circumstances in which the collective bargaining participants would engage in the exclusionary provision(s), including but not limited to:
 - (A) details of the events that would trigger any such activity; and
 - (B) details of the process that would be followed in undertaking any such activity; and
 - (C) details of any proposed period of notice to be given to the target prior to the commencement of such activity; and
 - (D) details of any dispute resolution procedure to be applied or offered to the target prior to the commencement of such activity:
- (refer to direction 10)*

The agreement will not require the members of the Mai Wiru Regional Stores Group to procure items only from the Target or deal only with the Target via Mai Wiru. Accordingly, there is arguably no exclusionary provision. However, because the success of the Policy rests largely on the stores acting together (via Mai Wiru) to achieve the common goals (including by acting in accordance with the supervision and advice of Mai Wiru), it is likely that all stores will have a strong incentive to act collectively in relation to the Target.

Because Mai Wiru does not anticipate directing stores not to deal with the Target outside of the collective bargaining arrangement (nor does it have a contractual right to do so), no dispute resolution procedure or mechanism is proposed to be agreed to with the Target.

Section C – public detriments

4. Market definition

Provide a description of the market(s) in which the goods or services described at 3 (b) are supplied or acquired and other affected markets including: significant suppliers and acquirers; substitutes available for the relevant goods or services; any restriction on the supply or acquisition of the relevant goods or services (for example geographic or legal restrictions):

(refer to direction 11)

The stores within the Mai Wiru Regional Stores Group only compete for the procurement of various grocery and supermarket items. Currently, for geographical reasons, these are predominantly supplied out of Alice Springs and surrounding areas.

Because of the regional and remote locations of the stores within the Mai Wiru Regional Stores Group, they do not compete at a retail level.

Given the above, the relevant market is for the procurement of various grocery and supermarket items sold in the stores (including such things as fresh fruit and vegetables, meat, bread, clothing, variety goods and transport of these items).

Substitutes for grocery and supermarket items are largely limited to the same kinds of items from alternative suppliers. In that sense, other suppliers within Alice Springs and surrounding regions may be able to supply the items in competition with the Target. The stores are not prohibited from dealing with other suppliers, however Mai Wiru will only negotiate with the Target for efficiency reasons.

5. Public detriments

- (a) What will be the likely effect of the notified conduct on the prices of the goods or services described at 3 (b) above and the prices of goods or services in other affected markets? In answering this question please provide facts and information to support the claims made:

The stores within the Mai Wiru Regional Stores Group consider any public detriment to be minimal because:

- The arrangement applies only to a limited number of community stores located in remote and regional Australia on the APY Lands, meaning that suppliers of various grocery and supermarket items will continue to have access to the rest of the market within the region, including in Alice Springs (which is vast compared to the limited consumption of the relevant stores);
- the arrangement is not exclusive (in that stores can access suppliers other than the Target if a competitive offering is made and/or can access the Target direct); and
- the arrangement will have no negative impact at a retail level as the stores are located in remote communities, meaning they do not compete at a retail level.

- (b) What other detriments may result from the notified conduct? In answering this question please provide facts and information to support the claims made:

Nil.

Section D – public benefits

6. Public benefit claims

- (a) Provide details of the public benefits resulting or likely to result from the proposed arrangement. In answering this question please provide facts and information to support the claims made:

Mai Wiru is responsible for implementing the Policy, including by establishing the Mai Wiru Regional Stores Group.

Traditionally, when the stores have been independently operated, they have suffered from a lack of access to reliable, good quality and affordable grocery and supermarket items. There are a variety of reasons for this, including an inability for remote communities to negotiate with suppliers and arrange for supply on fair commercial terms. The failures at a wholesale level has historically led to a poor retail supply market within the communities, often limiting the affordable availability of fresh foods and other grocery items. This has a direct impact on the health and wellbeing of members of the community.

The collective bargaining arrangements will enable Mai Wiru to have a direct impact on the health and wellbeing of community members by:

- facilitating reliable access to grocery and supermarket items in remote areas on the APY Lands which are relatively inaccessible;
- helping to ensure a diversity of healthy grocery and supermarket items in each community store; and
- negotiating affordable prices for the supply of grocery items to the stores (which in turn will ensure affordability at the retail level within communities).

The ability of the member stores to provide more affordable food is a clear benefit to the members of the remote communities.

Additionally, as the stores become viable by reason of the arrangements established by Mai Wiru, increased employment opportunities for local staff are expected at the stores.

Section E - authority

7. Contact details

- (a) Name, contact telephone number and address of person authorised by the notifying parties to provide additional information in relation to this application:

Josh Simons

08 8233 5428

Minter Ellison Lawyers

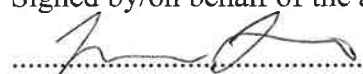
GPO Box 1272

ADELAIDE SA 5001

(refer to direction 12)

Dated.....5/9/11.....

Signed by/on behalf of the applicant


.....
(Signature)



Josh Simons
(Full Name)
Minter Ellison
(Organisation)
Partner
(Position in Organisation)

DIRECTIONS

1. Where the notice is given by or on behalf of a corporation, the name of the corporation is to be inserted in item 1 (a), not the name of the person signing the application and the application is to be signed by a person authorised by the corporation to do so.
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3. A collective bargaining notification can not be lodged by a trade union or a trade union representative.
4. Where the applicant will be a participant in the collective bargaining arrangements (rather than a representative of participants) the name of the applicant must also be included. Where those persons are corporations, list the corporation's name and address.
5. The applicant, in lodging a notification on behalf of others, must obtain their consent to do so and provide proof of that consent.
6. Where the target is a corporation, provide the corporate name.
7. The collective bargaining notification process is only available to parties that reasonably expect to make one or more contracts with the target about the supply or acquisition of goods or services the subject of the notification.
8. The value of the contract to be collectively negotiated between the target and each participant is not to exceed \$3 million (or such other amount as is prescribed by the regulations) per participant in any twelve month period.
9. To the extent that the collective bargaining arrangements have been reduced to writing, provide a true copy of the arrangement. To the extent that the collective bargaining arrangements have not been reduced to writing, provide a full and correct description of the key terms that have not been reduced to writing.
10. In simple terms an exclusionary provision exists where the proposed contract, arrangement or understanding is made by businesses (at least two of whom are competitors) for the purpose of preventing, restricting or limiting the supply of services to particular persons or classes of persons by all or any of the parties to the contract, arrangement or understanding.

In the context of collective bargaining, an exclusionary provision(s) may include contracts, arrangements or understandings (whether currently in existence or to be made or arrived at during the term of the notification) between collective bargaining participants to limit or restrict their dealings with the target including contracts arrangements or understandings to:

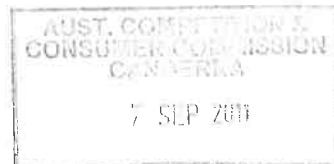
 - (a) withhold the supply of goods or services from the target; or
 - (b) refuse or decline to acquire the goods or services of the target;

whether such conduct was absolute, limited or subject to certain terms or conditions. This is sometimes referred to as a collective boycott.
11. Provide details of the market(s) likely to be affected by the notified conduct, in particular having regard to goods or services that may be substitutes for the good or service that is the subject matter of the notification.
12. The notification must be signed by a person authorised by the applicant to do so.

Form GA

Commonwealth of Australia

Competition and Consumer Act 2010 — section 93AB



NOTIFICATION OF COLLECTIVE BARGAINING

This form is to be completed by applicants proposing to engage in collective bargaining arrangements.

In lodging this form, applicants must include all information, including supporting evidence that they wish the Commission take into account in assessing their notification.

Where there is insufficient space on this form to furnish the required information, the information is to be shown on separate sheets, numbered consecutively and signed by or on behalf of the applicant.

Protection provided by the notification extends only to the collective bargaining arrangements described in the form.

To the Australian Competition and Consumer Commission:

Notice is hereby given under section 93AB of the *Competition and Consumer Act 2010* of intention:

- to make, or to propose to make, a contract containing a provision of the kind referred to in subsection 44ZZRD (2) or paragraph 44ZZRD (3) (a) or (b) of that Act.
- to give effect to a provision of a contract where the provision is of the kind referred to in subsection 44ZZRD (2) or paragraph 44ZZRD (3) (a) or (b) of that Act.
- to make, or to propose to make, a contract containing a provision of the kind referred to in paragraph 45 (2) (a) of that Act.
- to give effect to a provision of a contract where the provision is of the kind referred to in paragraph 45 (2) (b) of that Act.
(Strike out if not applicable)

PLEASE FOLLOW DIRECTIONS ON BACK OF THIS FORM

Section A – general information

1. Applicant

- (a) Name of the applicant:
(refer to Direction 1)

CB00155

Mai Wiru Regional Stores Council Aboriginal Corporation
Indigenous Corporation Number 7379

(**Mai Wiru**)

- (b) Description of business carried on by the applicant:
(refer to Direction 2)

Aboriginal owned and controlled corporation responsible for implementing and monitoring the Mai Wiru Regional Stores Policy (**the Policy**) on the Anangu Pitjantjatjara Yankuntjatjara Lands (**APY Lands**).

The Policy:

- Aims to improve the health and wellbeing of Anangu tjuta (all Aboriginal people living on the APY Lands) by ensuring continuous access to safe, nutritious and affordable food as well as essential health items through community stores;
- Recognises the need and provides a framework for a co-ordinated intersectoral approach to improve and monitor the supply, quality and safety of food and identified essential health items;
- Recognises the need for a subsidy of specific items in all stores, given the level of poverty on the APY Lands;
- Provides a set of rules to govern all aspects of the operations of all the community stores on the APY Lands, within the context of existing legislation and government policy; and
- Provides a basis for implementation through the formal adaptation of the policy by all community council and regional organisations throughout the APY Lands.

Mai Wiru is the representative of the community stores within the APY Lands, and is responsible for the implementation of the Policy. Each store has authorised Mai Wiru to negotiate with suppliers on its behalf and to file this notification.

- (c) Is the representative of the applicant lodging the notice a trade union, an officer of a trade union or a person acting on the direction of a trade union?
(refer to Direction 3)

No.

- (d) Address in Australia for service of documents on the applicant:

Josh Simons

Minter Ellison Lawyers

GPO Box 1272

ADELAIDE SA 5001

2. Lodged on behalf of

- (a) Provide names and addresses of all persons on whose behalf the notification is lodged and who propose to participate in the collective bargaining arrangements:
(refer to Direction 4)

Mai Wiru Regional Stores Council Aboriginal Corporation – PO Box 4515 Alice Springs NT 0871

Kaltjiti Anangu A/C Community Store – Fregon Community via Alice Springs NT 0872

Murputja Homelands Council – C/- Murputja Homelands Council PMB 91 via Alice Springs NT 0872

Pukatja Supermarket – PMB 89 via Alice Springs NT 0872

Amata Anangu Store – Amata Community via Alice Springs NT 0872

Pipalyatjara Patilpa Store Inc – via Alice Springs NT 0872

Wapa Store – Watarru Community Office via Alice Springs NT 0872

(Collectively, the **Mai Wiru Regional Stores Group**.)

- (b) Provide proof of the consent of each of the persons listed at 2 (a) above agreeing to the lodgement of the notification on their behalf:
(refer to *Direction 5*)

Signed consents are attached at **Annexure A**.

- (c) Provide the following information relating to a notification:
- (i) Does this notification relate to a notification previously lodged with the Australian Competition and Consumer Commission and for which a concessional fee is claimed?

This notification form is one in a set of six related notifications for Mai Wiru to collectively bargain for the procurement of various grocery and supermarket items sold by the stores in the Mai Wiru Regional Stores Group. All six notifications have been lodged together.

- (ii) details of the first-mentioned notification, including but not limited to:
- (A) the name of the applicant; and
- (B) the date the notification was said to be lodged; and
- (C) if known or applicable — the registration number allocated to that collective bargaining notification.

Mai Wiru Regional Stores Council Aboriginal Corporation

5 September 2011

Unknown

Section B – collective bargaining arrangements

3. Proposed collective bargaining arrangements

- (a) Provide: the name and address of the target; the name, position and telephone contact details of an appropriate contact at the target; and a description of the business carried on by the target:
(refer to *direction 6*)

The target business is Prime Cut Meats – Shed 4/2 Kennett Crt St Alice Springs NT 0870. Point of contact is Roger Oakden. (08) 8953 5907. Prime Cut Meats are suppliers of meat products. (**The Target**)

- (b) Provide a description of the goods or services which the participants of the collective bargaining arrangements (listed at 2 (a) above) propose to supply to or acquire from the target:

Procurement of various grocery and supermarket items (in this case, meat products).

- (c) Do the participants of the proposed collective bargaining arrangements (see 2 (a) above) reasonably expect to make one or more contracts with the target about the

supply to or acquisition from the target of one or more of the goods or services (listed at 3 (b) above)?

(refer to direction 7)

Yes.

- (d) In relation to (c) above, provide details of the basis upon which that expectation is held including details of past contracts with the target:

Each store in the Mai Wiru Regional Stores Group is in the business of running a community store. The stores sell various grocery and supermarket items within their respective community, and provide the primary retail outlet for members of the community. Accordingly, the stores require supply of these items and are likely to do so via the cost effective and reliable channels negotiated by Mai Wiru on behalf of the Mai Wiru Regional Stores Group.

- (e) Do the participants of the collective bargaining arrangements (listed at 2 (a) above) reasonably expect that contractual payments between the target and each participant will not exceed \$3 million (or any other amount prescribed by regulation) in any 12 month period, and on what basis?

(refer to direction 8)

Yes. The Mai Wiru Regional Stores Group expects that the contractual payments will not exceed \$3 million.

Historically, each store has acquired meat products between approximately **\$27,000 and \$225,000** per store per year.

- (f) In relation to (e) above provide an estimation of the contractual payments expected between the target and each participant in relation to the goods and services (listed at 2 (a) above):

Store	Approximate annual payment
Amata	\$225,000
Kaltjiti	\$100,000
Mai Wiru Regional Stores Council	\$0
Murputja	\$65,000
Pipalyatjara Patilpa	\$130,000
Pukatja Supermarket	\$170,000
Wapa	27,000

- (g) Provide a description of the collective bargaining arrangements proposed including, but not limited to:
- the process by which participants propose to undertake collective bargaining with the target; and
 - the type of terms and conditions expected to be negotiated in collective bargaining arrangements (for example: price; non-price conditions of supply such as contract periods etc); and
 - details of any dispute resolution procedure (if any) proposed between participants throughout the collective bargaining process; and

- (iv) details of any dispute resolution procedure (if any) proposed between participants and the target throughout the collective bargaining process; and
- (v) details of any dispute resolution procedure (if any) proposed to deal with disputes throughout the term of contracts entered into with the target; and
- (vi) details of proposed commencement and duration of contracts to be negotiated with the target:
(refer to direction 9)

Under the collective bargaining arrangement, Mai Wiru will negotiate with the Target on behalf of the Mai Wiru Regional Stores Group for the purpose of enabling the community stores to obtain an affordable and reliable supply of grocery and supermarket items to remote areas. The location of many of the stores, and lack of viable communication channels, are such that direct negotiation would not be possible or would be inefficient.

Mai Wiru will negotiate with the Target in regard to;

- a) product supply terms, including quality;
- b) the price at which items will be offered for sale to the stores;
- c) delivery terms and conditions;
- d) ordering procedures; and
- e) reliability and continuity of supply.

Each store has signed an agreement with Mai Wiru which includes a dispute mechanism procedure that establishes the dispute resolution process to be followed, including requirements regarding notification of disputes and negotiation procedures.

That procedure applies to the collective bargaining each store has authorised Mai Wiru to undertake.

No dispute mechanism procedure is proposed with the Target. The stores have not agreed not to source grocery items from other sources, including from the Target outside of this collective bargaining arrangement.

The agreement will be for no fixed term.

- (h) Identify any parts of the proposed collective arrangements described in 3 (g) which relate to possible price agreements:

The price for the supply of items to the stores.

- (i) Identify any parts of the proposed collective arrangements described in 3 (g) which relate to a possible or proposed exclusionary provision(s), including but not limited to:
 - (i) the nature of the proposed or possible exclusionary provision(s) (for example an agreement to withhold supply of the relevant goods or services to the target); and
 - (ii) the circumstances in which the collective bargaining participants would engage in the exclusionary provision(s), including but not limited to:
 - (A) details of the events that would trigger any such activity; and
 - (B) details of the process that would be followed in undertaking any such activity; and
 - (C) details of any proposed period of notice to be given to the target prior to the commencement of such activity; and
 - (D) details of any dispute resolution procedure to be applied or offered to the target prior to the commencement of such activity:
- (refer to direction 10)*

The agreement will not require the members of the Mai Wiru Regional Stores Group to procure items only from the Target or deal only with the Target via Mai Wiru. Accordingly, there is arguably no exclusionary provision. However, because the success of the Policy rests largely on the stores acting together (via Mai Wiru) to achieve the common goals (including by acting in accordance with the supervision and advice of Mai Wiru), it is likely that all stores will have a strong incentive to act collectively in relation to the Target.

Because Mai Wiru does not anticipate directing stores not to deal with the Target outside of the collective bargaining arrangement (nor does it have a contractual right to do so), no dispute resolution procedure or mechanism is proposed to be agreed to with the Target.

Section C – public detriments

4. Market definition

Provide a description of the market(s) in which the goods or services described at 3 (b) are supplied or acquired and other affected markets including: significant suppliers and acquirers; substitutes available for the relevant goods or services; any restriction on the supply or acquisition of the relevant goods or services (for example geographic or legal restrictions):

(refer to direction 11)

The stores within the Mai Wiru Regional Stores Group only compete for the procurement of various grocery and supermarket items. Currently, for geographical reasons, these are predominantly supplied out of Alice Springs and surrounding areas.

Because of the regional and remote locations of the stores within the Mai Wiru Regional Stores Group, they do not compete at a retail level.

Given the above, the relevant market is for the procurement of various grocery and supermarket items sold in the stores (including such things as fresh fruit and vegetables, meat, bread, clothing, variety goods and transport of these items).

Substitutes for grocery and supermarket items are largely limited to the same kinds of items from alternative suppliers. In that sense, other suppliers within Alice Springs and surrounding regions may be able to supply the items in competition with the Target. The stores are not prohibited from dealing with other suppliers, however Mai Wiru will only negotiate with the Target for efficiency reasons.

5. Public detriments

- (a) What will be the likely effect of the notified conduct on the prices of the goods or services described at 3 (b) above and the prices of goods or services in other affected markets? In answering this question please provide facts and information to support the claims made:

The stores within the Mai Wiru Regional Stores Group consider any public detriment to be minimal because:

- The arrangement applies only to a limited number of community stores located in remote and regional Australia on the APY Lands, meaning that suppliers of various grocery and supermarket items will continue to have access to the rest of the market within the region, including in Alice Springs (which is vast compared to the limited consumption of the relevant stores);
- the arrangement is not exclusive (in that stores can access suppliers other than the Target if a competitive offering is made and/or can access the Target direct); and
- the arrangement will have no negative impact at a retail level as the stores are located in remote communities, meaning they do not compete at a retail level.

- (b) What other detriments may result from the notified conduct? In answering this question please provide facts and information to support the claims made:

Nil.

Section D – public benefits

6. Public benefit claims

- (a) Provide details of the public benefits resulting or likely to result from the proposed arrangement. In answering this question please provide facts and information to support the claims made:

Mai Wiru is responsible for implementing the Policy, including by establishing the Mai Wiru Regional Stores Group.

Traditionally, when the stores have been independently operated, they have suffered from a lack of access to reliable, good quality and affordable grocery and supermarket items. There are a variety of reasons for this, including an inability for remote communities to negotiate with suppliers and arrange for supply on fair commercial terms. The failures at a wholesale level has historically led to a poor retail supply market within the communities, often limiting the affordable availability of fresh foods and other grocery items. This has a direct impact on the health and wellbeing of members of the community.

The collective bargaining arrangements will enable Mai Wiru to have a direct impact on the health and wellbeing of community members by:

- facilitating reliable access to grocery and supermarket items in remote areas on the APY Lands which are relatively inaccessible;
- helping to ensure a diversity of healthy grocery and supermarket items in each community store; and
- negotiating affordable prices for the supply of grocery items to the stores (which in turn will ensure affordability at the retail level within communities).

The ability of the member stores to provide more affordable food is a clear benefit to the members of the remote communities.

Additionally, as the stores become viable by reason of the arrangements established by Mai Wiru, increased employment opportunities for local staff are expected at the stores.

Section E - authority

7. Contact details

- (a) Name, contact telephone number and address of person authorised by the notifying parties to provide additional information in relation to this application:

Josh Simons

08 8233 5428

Minter Ellison Lawyers

GPO Box 1272

ADELAIDE SA 5001

(refer to direction 12)

Dated.....5/9/11.....

Signed by/on behalf of the applicant

.....
(Signature)



.....Josh Simons.....

(Full Name)

.....Minter Ellison.....

(Organisation)

.....Partner.....

(Position in Organisation)

DIRECTIONS

1. Where the notice is given by or on behalf of a corporation, the name of the corporation is to be inserted in item 1 (a), not the name of the person signing the application and the application is to be signed by a person authorised by the corporation to do so.
2. Describe that part of the applicant's business relating to the subject matter of the contract, arrangement or understanding in respect of which notification is given.
3. A collective bargaining notification can not be lodged by a trade union or a trade union representative.
4. Where the applicant will be a participant in the collective bargaining arrangements (rather than a representative of participants) the name of the applicant must also be included. Where those persons are corporations, list the corporation's name and address.
5. The applicant, in lodging a notification on behalf of others, must obtain their consent to do so and provide proof of that consent.
6. Where the target is a corporation, provide the corporate name.
7. The collective bargaining notification process is only available to parties that reasonably expect to make one or more contracts with the target about the supply or acquisition of goods or services the subject of the notification.
8. The value of the contract to be collectively negotiated between the target and each participant is not to exceed \$3 million (or such other amount as is prescribed by the regulations) per participant in any twelve month period.
9. To the extent that the collective bargaining arrangements have been reduced to writing, provide a true copy of the arrangement. To the extent that the collective bargaining arrangements have not been reduced to writing, provide a full and correct description of the key terms that have not been reduced to writing.
10. In simple terms an exclusionary provision exists where the proposed contract, arrangement or understanding is made by businesses (at least two of whom are competitors) for the purpose of preventing, restricting or limiting the supply of services to particular persons or classes of persons by all or any of the parties to the contract, arrangement or understanding.

In the context of collective bargaining, an exclusionary provision(s) may include contracts, arrangements or understandings (whether currently in existence or to be made or arrived at during the term of the notification) between collective bargaining participants to limit or restrict their dealings with the target including contracts arrangements or understandings to:
 - (a) withhold the supply of goods or services from the target; or
 - (b) refuse or decline to acquire the goods or services of the target;whether such conduct was absolute, limited or subject to certain terms or conditions. This is sometimes referred to as a collective boycott.
11. Provide details of the market(s) likely to be affected by the notified conduct, in particular having regard to goods or services that may be substitutes for the good or service that is the subject matter of the notification.
12. The notification must be signed by a person authorised by the applicant to do so.

ANNEXURE A

Store Consents

CONSENT

To: The Australian Competition and Consumer Commission (ACCC)

Notification of Collective Bargaining under Section 93AB(1) of the Competition and Consumer Act 2010 (Cth) by Mai Wiru Regional Stores Council Aboriginal Corporation ICN 7379

- Amata Anangu Store Aboriginal Corporation ICN 7245
- Kaltjiti Anangu Store Aboriginal Corporation ICN 3771
- Murputja Homelands Council (Aboriginal Corporation) ICN 470
- Wapa Store Aboriginal Corporation ICN 7368
- Pipalyatjara Patilpa Store Incorporated (SA A5536);
- Pukatja Supermarket and Associated Stores Aboriginal Corporation ICN 2242
- Pukatja Garage and Auto Spares Aboriginal Corporation ICN 1175

The undersigned consent/s to:

- being named as a participant in the above notification; and
- the above notification being lodged on our behalf under Section 93AB(1) of the Competition and Consumer Act 2010 (Cth).

Dated:

**Signed by a duly authorised representative
of Pukatja Supermarket and Associated Stores
Aboriginal Corporation ICN 2242**

Signature



JOSEPH TAPAYA 20/2/2011
Name (print)

CONSENT

To: The Australian Competition and Consumer Commission (ACCC)

Notification of Collective Bargaining under Section 93AB(1) of the Competition and Consumer Act 2010 (Cth) by Mai Wiru Regional Stores Council Aboriginal Corporation ICN 7379

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- Kaltjiti Anangu Store Aboriginal Corporation ICN 3771
- Murputja Homelands Council (Aboriginal Corporation) ICN 470
- Wapa Store Aboriginal Corporation ICN 7368
- Pipalyatjara Patilpa Store Incorporated (SA A5536);
- Pukatja Supermarket and Associated Stores Aboriginal Corporation ICN 2242
- Pukatja Garage and Auto Spares Aboriginal Corporation ICN 1175

The undersigned consent/s to:

- being named as a participant in the above notification; and
- the above notification being lodged on our behalf under Section 93AB(1) of the Competition and Consumer Act 2010 (Cth).

Dated: 21/02/2011

**Signed by a duly authorised representative
of Kaltjiti Anangu Store Aboriginal Corporation
ICN 3771**

Roger Kayipipi

Signature

Roger KAYIPPI

Name (print)

CONSENT

To: The Australian Competition and Consumer Commission (ACCC)

Notification of Collective Bargaining under Section 93AB(1) of the Competition and Consumer Act 2010 (Cth) by Mai Wiru Regional Stores Council Aboriginal Corporation ICN 7379

- Amata Anangu Store Aboriginal Corporation ICN 7245
- Kaltjiti Anangu Store Aboriginal Corporation ICN 3771
- Murputja Homelands Council (Aboriginal Corporation) ICN 470
- Wapa Store Aboriginal Corporation ICN 7368
- Pipalyatjara Patilpa Store Incorporated (SA A5536);
- Pukatja Supermarket and Associated Stores Aboriginal Corporation ICN 2242
- Pukatja Garage and Auto Spares Aboriginal Corporation ICN 1175

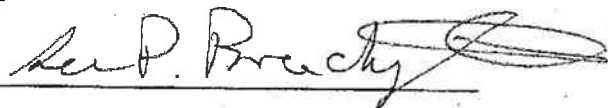
The undersigned consent/s to:

- being named as a participant in the above notification; and
- the above notification being lodged on our behalf under Section 93AB(1) of the Competition and Consumer Act 2010 (Cth).

Dated: 22/2/2011

**Signed by a duly authorised representative
of Amata Anangu Store Aboriginal Corporation
ICN 7245**

Signature



Name (print)

Lee BRADY

CONSENT

To: The Australian Competition and Consumer Commission (ACCC)

Notification of Collective Bargaining under Section 93AB(1) of the Competition and Consumer Act 2010 (Cth) by Mai Wiru Regional Stores Council Aboriginal Corporation ICN 7379

- Amata Anangu Store Aboriginal Corporation ICN 7245
- Kaltjiti Anangu Store Aboriginal Corporation ICN 3771
- Murputja Homelands Council (Aboriginal Corporation) ICN 470
- Wapa Store Aboriginal Corporation ICN 7368
- Pipalyatjara Patilpa Store Incorporated (SA A5536);
- Pukatja Supermarket and Associated Stores Aboriginal Corporation ICN 2242
- Pukatja Garage and Auto Spares Aboriginal Corporation ICN 1175

The undersigned consent/s to:

- being named as a participant in the above notification; and
- the above notification being lodged on our behalf under Section 93AB(1) of the Competition and Consumer Act 2010 (Cth).

Dated: 22/2/2011

**Signed by a duly authorised representative
of Murputja Homelands Council (Aboriginal
Corporation) ICN 470**

x Andrew Baker

Signature

ANDREW BAKER

Name (print)

CONSENT

To: The Australian Competition and Consumer Commission (ACCC)

Notification of Collective Bargaining under Section 93AB(1) of the Competition and Consumer Act 2010 (Cth) by Mai Wiru Regional Stores Council Aboriginal Corporation ICN 7379

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- Kaltjiti Anangu Store Aboriginal Corporation ICN 3771
- Murputja Homelands Council (Aboriginal Corporation) ICN 470
- Wapa Store Aboriginal Corporation ICN 7368
- Pipalyatjara Patilpa Store Incorporated (SA A5536);
- Pukatja Supermarket and Associated Stores Aboriginal Corporation ICN 2242
- Pukatja Garage and Auto Spares Aboriginal Corporation ICN 1175

The undersigned consent/s to:

- being named as a participant in the above notification; and
- the above notification being lodged on our behalf under Section 93AB(1) of the Competition and Consumer Act 2010 (Cth).

Dated: 23/02/2011

**Signed by a duly authorised representative
of Pipalyatjara Patilpa Store Incorporated (SA
A5536)**

Richard Kanari
Signature

RICHARD KANARI.
Name (print)

CONSENT

To: The Australian Competition and Consumer Commission (ACCC)

Notification of Collective Bargaining under Section 93AB(1) of the Competition and Consumer Act 2010 (Cth) by Mai Wiru Regional Stores Council Aboriginal Corporation ICN 7379

- Amata Anangu Store Aboriginal Corporation ICN 7245
- Kaltjiti Anangu Store Aboriginal Corporation ICN 3771
- Murputja Homelands Council (Aboriginal Corporation) ICN 470
- Wapa Store Aboriginal Corporation ICN 7368
- Pipalyatjara Patilpa Store Incorporated (SA A5536);
- Pukatja Supermarket and Associated Stores Aboriginal Corporation ICN 2242
- Pukatja Garage and Auto Spares Aboriginal Corporation ICN 1175

The undersigned consent/s to:

- being named as a participant in the above notification; and
- the above notification being lodged on our behalf under Section 93AB(1) of the Competition and Consumer Act 2010 (Cth).

Dated: 24 May 2011

**Signed by a duly authorised representative
of Wapa Store Aboriginal Corporation ICN 7368**

Imitjala Pollard

Signature

Imitjala Pollard

Name (print)