

# WESTERN AUSTRALIAN BROILER GROWER ASSOCIATION

15<sup>th</sup> February 2016

Mr Baethan Mullen  
General Manager  
Adjudication Branch  
Australian Competition and Consumer Commission (ACCC)  
GPO BOX 3131  
Canberra ACT 2601

23 Marcus Clarke Street  
Canberra ACT 2601

**Sent via email to: [Adjudication@acc.gov.au](mailto:Adjudication@acc.gov.au)**

Dear Mr Mullen,

**RE: WABGA - APPLICATION FOR REVOCATION OF A NON-MERGER  
AUTHORISATION AND SUBSTITUTION OF A NEW AUTHORISATION**

In keeping with the advice contained in your initial correspondence (*refer to Attachment 1*) and after further consultation with Ms Gina D'Etorre, Assistant Director, Adjudication at the ACCC in Melbourne (*refer to Attachment 5*), the WABGA is lodging a fresh application for a revocation of the existing authorisation and substitution with a new authorisation, specifically Form FC, for the one which is due to expire on 31 July 2016.

Therefore, Application is hereby made under subsection 91C (1) of the *Competition and Consumer Act 2010* for the revocation of an authorisation and the substitution of a new authorisation for the one revoked.

As directed, I have attached the following correspondence:

- Application to ACCC for Fee Waiver by the Western Australian Broiler Growers Association Inc. (WABGA) dated 7<sup>th</sup> November 2015 (*Attachment 2*)
- Additional information requested sent to ACCC dated 18<sup>th</sup> November 2015 (*Attachment 3*)
- Response from the ACCC dated 19<sup>th</sup> November 2015 (*Attachment 4*)

I have taken the liberty of re-iterating that the WABGA advises the ACCC that it is intended that:

- growers will form bargaining groups based on the processor for whom they grow, with collective bargaining to occur on a processor by processor basis;
- no grower will participate in any other grower bargaining group or have any involvement with any other bargaining group in sharing knowledge about the bargaining process or outcomes and/or provide any other assistance in relation to contract negotiations to any other bargaining group; and
- any reference in the WABGA' s application, which include a contract negotiation process and details about contract terms and conditions, are intended to be indicative only and all matters in relation to the manner in which collective bargaining will be undertaken and the form of any contracts will be open to negotiation between the parties and will not be mandatory.

Once again, I thank you for the professional advice and courtesy shown by all of your staff that I have dealt with.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Len Brajkovich', written in a cursive style.

**LEN BRAJKOVICH, OAM, JP**  
***Western Australian Broiler Growers Association***

# Form FC

Commonwealth of Australia

*Competition and Consumer Act 2010 — subsection 91C (1)*

## **APPLICATION FOR REVOCATION OF A NON-MERGER AUTHORISATION AND SUBSTITUTION OF A NEW AUTHORISATION**

To the Australian Competition and Consumer Commission:

Application is hereby made under subsection 91C (1) of the *Competition and Consumer Act 2010* for the revocation of an authorisation and the substitution of a new authorisation for the one revoked.

PLEASE FOLLOW DIRECTIONS ON BACK OF THIS FORM

### **1. Applicant**

**(a) Name of applicant:**  
*(Refer to direction 2)*

A91527 Western Australian Broiler Grower Association INC. (WABGA)

**(b) Description of business carried on by applicant:**  
*(Refer to direction 3)*

The applicant is an Incorporated Association of broiler growers, representing broiler growers who provided services to the following member branches:

- The Inghams Grower Group
- The Baiada Growers Group
- Mount Barker Grower Group

**(c) Address in Australia for service of documents on the applicant:**

WABGA c/o L.S.Brajkovich 51 Swan Road Middle Swan Western Australia 6056.

## 2. Revocation of authorisation

- (a) **Description of the authorisation, for which revocation is sought, including but not limited to the registration number assigned to that authorisation:**

(A91262) lodged by the Western Australian Broiler Growers Association is due to expire on the 31<sup>st</sup> July 2016

- (b) **Provide details of the basis upon which revocation is sought:**

Due to the fact our existing Authorisation (A91262) lodged by the Western Australian Broiler Growers Association is due to expire on the 31st July 2016.

## 3. Substitution of authorisation

- (a) **Provide a description of the contract, arrangement, understanding or conduct whether proposed or actual, for which substitution of authorisation is sought:**  
*(Refer to direction 4)*

The basic elements of the contracts with all targets are, for all intent and purposes, similar and ongoing over varying periods ranging from 6 months' notice from either party i.e. expired contracts with two years, five years and ten year contracts offered in place, with varying demands related to the facilities.

*References to “the Processor” will mean Ingham Enterprises Pty Ltd, Baiada Poultry Pty Ltd and Mount Barker Chicken.*

*References to “the Growers Group” will mean and include the members from time to time of the groups who are members of the Western Australian Broiler Growers Association known as the Ingham Growers Group, Baiada Growers Group and Mount Barker Growers Group.*

Contract terms and conditions should operate on an agreed period, for example: a five year cycle: the five year period during which contract terms and conditions will operate being referred to as a “Contract Period”.

There should be a six month bargaining period preceding each Contract Period, which after the initial bargaining period will be the last six months of the preceding Contract Period.

During each bargaining period the appointed representatives of the Processor and the Growers Group are required to negotiate in good faith to reach agreement on a base fee payable by the Processor to members of the Growers Group under their growing contracts, the times during the contract term when the base fee under such contracts will be reviewed and adjusted; with the formula or method to be used in calculating the base fee under all such contracts when the base fee is reviewed and adjusted during the contract term.

Identify assumptions as to density levels, batch rates and mortality levels that should be used in negotiating the base fee and adjusting and reviewing the base, both when originally negotiated and when adjusted and reviewed during the contract term, which must reflect Growers investment and costs, including the following:

- The facility requirements of the Processor
- The Growers investment in land, shedding and equipment
- The Growers maintenance and running costs
- The Growers labour costs
- Utility charges payable by the Growers
- The degree of risk carried by Growers with respect to bird losses
- An imputed Growers salary
- The Growers return on investment
- Depreciation of shedding, plant and equipment

Contract terms and conditions should include a method or formula for adjustment of the base fee to reflect batch rates, density levels and other factors affecting the assumptions of the base fees including market forces.

Also, any comparative performance scheme or other scheme which is to apply during the Contract Period and results in adjustments to the base fee payable to individual Growers depending on growing results. Any such scheme must include the following elements:

- The Growers must have equality in terms of birds, feed, medication, pick-ups and all inputs and other matters affecting performance
- The appointed representatives of the Growers Group must act as scrutineers of the performance figures and the data on which they are based and have the right to adjust the results and to exclude from the calculation a Grower whose performance has been affected by inequality of inputs or other matters affecting performance
- No Grower who is contracted to the Processor on terms and conditions other than those on which the members of the Growers Group are contracted will be included in the scheme.

Contract terms and conditions should include, “Facility Standards” and requirements for these to apply across all Growers Groups.

Any future contract should contain option to negotiate an agreed extension for continuation of the contract to an agreed timeframe.

Each grower in the Group who is offered a contract by the Processor at any time during the Contract Period will be entitled to a contract at the commencing base fee and otherwise containing the terms and conditions as negotiated and agreed between the Growers Group and the Processor for that Contract Period.

A grower may elect to enter into a contract with the Processor on other terms and conditions whether as to base fee or otherwise, but the term of any such contract shall expire at the end of the then current Contract Period.

Basically this allows any individual grower to opt out of the collective bargaining arrangement.

If at the end of the bargaining period agreement has not been reached by the Processor and the Growers Group in relation to the matters to be negotiated, the parties should be mandated to submit to an agreed mediation procedure provided for by the rules of practice direction of the Supreme Court of Western Australia from time to time.

If the parties are unable to resolve a Dispute, then that dispute will be referred to for resolution to a mediator nominated by the then current president of the Law Society of Western Australia.

The terms on which the mediation is conducted and the procedure for the mediation will unless otherwise agreed in writing between the parties and the mediator be those provided for by the Rules and Practice Directions of the Supreme Court of Western Australia from time to time.

If the Dispute concerns any monetary amount payable and/or owed by either party to the other under this Agreement and the parties fail within twenty eight (28) days of the appointment of the mediator to resolve the Dispute in accordance with Clause 22.4, then the parties must (unless otherwise agreed) submit the Dispute to arbitration using an external arbitrator (who must not be the same person as the mediator) agreed by the parties or, in the absence of agreement, appointed by the then current president of the Law Society of Western Australia, and the parties agree to accept the arbitrator's determination as final and binding.

**(b) Description of the goods or services to which the contract, arrangement, understanding or conduct (whether proposed or actual) relate:**

The target companies i.e. Processors supply and deliver chicks to the Grower for the purpose of the Growers raising the Chicks to Maturity and the Processor will give the Grower reasonable notice of the times and date of delivery , unless prevented from doing so for reasons beyond their control. Basically in all of the contracts the services of a competent service person, manuals, related to the welfare and production of the birds, collection procedures of the chickens and the transport of same are the standard rhetoric in most of the contracts.

This is in keeping with the targets that have a national presence i.e. Baiada and Inghams, who are the two of the target companies in WA. The third target company is Mount Barker.

- (c) **The term for which substitute authorisation of the contract, arrangement or understanding (whether proposed or actual), or conduct, is being sought and grounds supporting this period of authorisation:**

In the first instance, post deregulation, we sought a minimum of 5 years however, in this day and age, with a major capital commitment required by Growers, it would be reasonable to request a 10 year period

**4. Parties to the contract, arrangement or understanding (whether proposed or actual), or relevant conduct, for which substitution of authorisation is sought**

- (a) **Names, addresses and description of business carried on by those other parties to the contract, arrangement or understanding (whether proposed or actual), or the relevant conduct:**

*Target Company Name & Address*

**Inghams Enterprises Pty Ltd**

Locked Bag 4000

LIVERPOOL NSW BC 1871 Mr Greig Smith

**Baiada Poultry Pty Ltd**

642 Great Western Highway

PENDLE HILL NSW 2145

**Mount Barker Chicken**

PO Box 785

Mount Barker WA 6324



- (b) **Names, addresses and descriptions of business carried on by parties and other persons on whose behalf this application is made:**  
(Refer to direction 5)

Note: The WA Broiler Growers Association Inc. (WABGA) consists of nineteen (19) individual Baiada Growers who represent 195,482 square metres of growing area ; nine (9) individual Ingham Growers who represent 101,402 square metres of growing area; one ( 1 ) Mount Barker Chicken Grower who represent 3300 square metres of growing area. Collectively totalling 21 Growers who represent 300,184 square metres of growing area in Western Australia.

Effectively the only *non-members* in WA are Ingham's company farm, Proten who grow for Baiada and Mount Barkers Leased and Company Farms.

- (c) **Where those parties on whose behalf the application is made are not known - description of the class of business carried on by those possible parties to the contract or proposed contract, arrangement or understanding:**

N/A

## 5. **Public benefit claims**

- (a) **Arguments in support of application for substitution of authorisation:**  
**Public Benefits**

The proposed authorised collective bargaining arrangements will have the following public benefits:

- With the expire of the Chicken Meat Industry Act and Regulations, the grower participants would see a similar system of authorised collective bargaining operating without statutory compliance but a meaningful dispute resolution;

- The improved bargaining power of growers resulting from the proposed authorised collective bargaining arrangements is likely to lead to greater grower input into contract terms and conditions and greater stability and security for growers which will encourage them to invest in their businesses with resulting gains in efficiency;
- Benchmark and pool systems assume a group of growers growing chickens for the same processor under the same conditions, so that their performances can be compared. Collectively negotiated contracts as against individually negotiated contracts more readily facilitate the creation of these conditions, to the advantage of the processor and the Growers. Where contracts are individually negotiated these conditions are only created by contracts the terms of which are unilaterally mandated by processors;
- Individual growers are disadvantaged in negotiating with processors by reason of the fact that in most cases most of the relevant industry and market information is in the possession of the processor and not in the possession of the individual grower. Collective negotiation by growers is likely to be more informed in relation to industry and market matters;
- Collective negotiation of contracts provides considerable savings in transactional costs for both processor and growers, as against separate negotiation of individual contracts. There are also considerable savings for the processor with respect to ongoing contract administration costs. Savings in transactional costs from the offering of standard form contracts by processors would be achieved only if all growers were prepared to accept the terms offered without negotiation. In reality they will not and a separate negotiation in each case will ensue.

*(See Direction 6 of this Form)*

**(b) Facts and evidence relied upon in support of these claims:**

Two of the primary targets are party to the collective bargaining approved in all of the states of Australia that the ACCC have already recognised as contributing to a nett public benefit. The Australian Competition and Consumer Commission have previously recognised the public benefits of authorised collective bargaining by chicken growers with processors in South Australia, Victoria, Queensland NSW and Tasmania. It is submitted that the public benefits of the proposed authorised collective bargaining arrangements outweigh the public detriments.

**6. 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):**

There are two principal markets relevant to this notification, these being the market for contract chicken growing services and the market for processed chicken meat.

Within the Market for Chicken Growing Services there are three major chicken meat processors operating within the general vicinity of Perth.

These are:

- Inghams Enterprises Pty Ltd;
- Baiada Poultry Pty Ltd;
- Mount Barker Chicken

Of these Inghams and Baiada are fully integrated businesses which include hatcheries, breeding farms and processing works. Inghams also has its own feed mill operation. Both Inghams and Baiada are a national business in the sense of having operations in several other states and a significant share of the national market for chicken meat. Mount Barker has a small share of the local market predominantly free to Range.

Most of the chickens grown for processors are contract grown by individual contracted growers except Inghams who operate a company owned farm at Wanneroo and Mount Barker.

Processors operate only one processing plant each in Western Australia. The processing plants are located not a far distance from Perth at Osborne Park (Inghams and Baiada) with Mount Barker (Milne Agrigroup PTY Ltd), located at Mount Barker.

All of the growers are located basically in the metropolitan area of Perth with several located further south and north of the city. Contracted Growers are drawn from all parts of the metropolitan area stretching north to Gin Gin and South to Serpentine and Mount Barker.

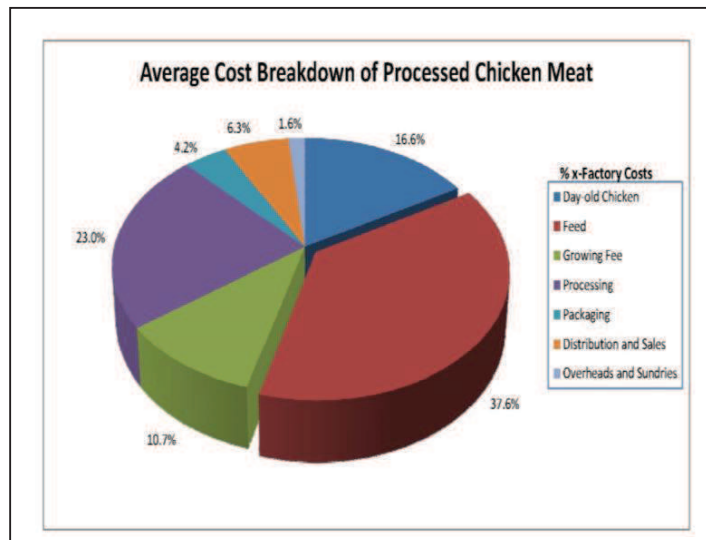
Growers are contracted exclusively to one processor and demands for grower services will be largely affected by the demand for product at that processors plant in the relevant state. Historically it has been the case that processors are very reluctant to take other processors growers and as a result it has for all practical purposes been impossible for a grower to transfer from one processor to another without the consent of both processors.

This has recently changed with an unprecedented demand for growing facilities coupled with an unrealistic demand for upgrading by a processor of facilities, leading to the transfer of some 50,000 square metres of growing space.

The current Australian market demonstrates the capacity to substitute production in one state with production from another. Demand for Western Australian growing services are being substituted with demand for growing services in other states, such as South Australia. Both Inghams and Baiada have been transporting South Australia processed product into Western Australia on a regular schedule. There is virtually no competitive market for growing services in Western Australia and while there is a relatively inelastic market on the supply side, there appears to be a significantly higher degree of elasticity on the demand side.

In relation to the “Market for Processed Chicken Meat”, none of the major processing companies are a listed company and, being private companies it is difficult to obtain information regarding their activities. However it appears that product pricing is the major weapon used by processors to gain and hold wholesale markets. The large supermarket chains and the food service industry such as McDonalds, KFC and Red Rooster are the major market outlets. It would be assumed that security of supply and quality of product are also factors.

Very little product is sold under set period contracts or with fixed prices. As a result processors have traditionally had a strong focus on production costs and prices. There has nationally been a concentration of supply with the major players taking over other processors. The processors have been able to reduce costs by having a high degree of control over the production and processing chain. While feed costs have been volatile it has been estimated that growing costs amounted to approximately 6% of the retail price for a whole chicken.



## **AVERAGE COST BREAKDOWN OF PROCESSED CHICKEN MEAT**

Reference: Western Australian Economic Regulation Authority 2010 Inquiry Into The “*Chicken Meat Industry Act WA, (1977)*”

Processors wholesale operations transcend state boundaries. Western Australia at one stage was basically a standalone market due to distance however this has changed dramatically over the past several years. For all intent and purpose Australia is a single chicken meat market.

*(See Direction 7 of this Form)*

### **7. Public detriments**

- (a) Detriments to the public resulting or likely to result from the substitute authorisation, in particular the likely effect of the conduct on the prices of the goods or services described at 3 (b) and the prices of goods or services in other affected markets:**

It is possible that the proposed authorised collective bargaining arrangements will result in costs to the processor represented by growing fees being higher than if contracts were individually negotiated with growers. It is submitted that the authorised collective bargaining arrangements are not likely to significantly impact on the processors costs, as although the proposed authorised collective bargaining arrangements may to some extent rectify the imbalance bargaining power between the Processors and the growers, it is submitted that the balance of bargaining power will still remain very much with Inghams and Baiada as national processors dealing with a small number of growers. In addition as previously noted the growing fees constitute only a small percentage of the whole cost of a chicken.

*(See Direction 8 of this Form)*

- (b) Facts and evidence relevant to these detriments:**

I have seen fit to retain verbatim, my evidence in my previous submission (A91262) for Authorisation and Exception, as it is still relevant to the present situation.

The Victorian Farms Union in their submission to the ACCC espoused the following facts relevant to the Chicken Meat Industry in relation to public detriment.

As we are dealing with the same Processors and obviously the same consuming public in relation to the Chicken Meat Industry Nationally, I find that there is little more that I could add as evidence to support our findings.

The proposed authorisation of collective bargaining may result in growing fees paid by processors being higher than if the processors individually negotiated contracts with growers.

The analysis of public detriments resulting from authorisation of collective bargaining normally proceeds on the assumption of a competitive marketplace, competition in which will be constrained by the authorised collective bargaining sought to be authorised. As has been observed above, growers are not able to offer their services to multiple processors (and there are only 4 in any event) as processors have declined to compete for growers.

If a processor wishes to reduce its numbers of growers and thus to choose between its growers, the processor, subject to the existence or otherwise of a current contract, will cull those growers it regards as being the least efficient or being the least commercial, e.g. having small, old fashioned or inferior sheds. This process may also occur while a contract is current if a grower's performance comparatively to other growers falls to the level which is deemed to constitute "inefficiency" under the terms of the contract. These decisions by processors are unilateral without grower input, and are usually market driven by demand for processed product. The growers cannot be competitive in the sense of providing innovative or different services as the manner in which growers provide their services is totally mandated by the processor.

It may be the case that the proposed authorisation will result in the processors paying higher growing fees than if the processors individually negotiated contracts with their growers. In reality this is a choice between collectively negotiated contract terms and the processors uniform contract terms and conditions, and a choice between the growing fees which the processor is obliged to pay as a result of authorised collective bargaining and the growing fees which the processor chooses to pay under standard contracts presented to growers individually. It is difficult to identify the competition which has been constrained or negated by authorisation.

If growing fees are higher as a result of authorisation of collective bargaining it is submitted that this is unlikely to be passed on to consumers, given the significant purchasing power of the large buyers in the wholesale market, particularly as the growing fee constitutes a relatively small percentage of the price. There appears to be no evidence that Authorisation A40093 has upwardly influenced price to consumers. As mentioned above the history has been a decline in the real price of chicken meat over a period of years. This has been achieved despite growing fees having been collectively negotiated for many years, whether through VBINC under the regulated system, the Marven Authorisation No. A90750, the Bartter Authorisation A90901, the Baiada Authorisation A90905 and the VFF Authorisation A40093.

The possibility that authorisation of collective bargaining may create barriers to entry, because of long term contracts which may be collectively negotiated, is an issue which has been raised in the context of public detriment. It is difficult to see how any such barriers would in fact be created, unless the counterfactual is an unstable industry as in the 1970's, where processors sought to deal with growers on a batch by batch basis and resisted fixed term contracts. All growers have the problem of the necessity to amortise large sunk investments and their bankers also have an obvious interest in this issue. Generally speaking, all of the processors are prepared to give 5 year terms but are somewhat reluctant to commit to longer terms, although some form of rollover for a further term will usually be agreed to, subject to conditions. This approach appears to apply both to existing growers and new entrants. New entrants are of course free to negotiate their own terms and conditions and are in no way obliged to join the collective group or to accept contracts on the same terms and conditions.



**8. Contracts, arrangements or understandings in similar terms**

**This application for substitute authorisation may also be expressed to be made in relation to other contracts, arrangements or understandings (whether proposed or actual) that are, or will be, in similar terms to the abovementioned contract, arrangement or understanding**

**(a) Is this application to be so expressed?**

Not Applicable.

**(b) If so, the following information is to be furnished:**

**(i) description of any variations between the contract, arrangement or understanding for which substitute authorisation has been sought and those contracts, arrangements or understandings that are stated to be in similar terms:**

Not Applicable.

*(See Direction 9 of this Form)*

**(ii) Where the parties to the similar term contract, arrangement or understanding(s) are known - names, addresses and description of business carried on by those other parties:**

Not Applicable.

*(See Direction 5 of this Form)*

**(iii) Where the parties to the similar term contract, arrangement or understanding(s) are not known — description of the class of business carried on by those possible parties:**

Not Applicable

**9. Joint Ventures**

**(a) Does this application deal with a matter relating to a joint venture (See section 4J of the *Competition and Consumer Act 2010*)?**

Not Applicable.

**(b) If so, are any other applications being made simultaneously with this application in relation to that joint venture?**

Not Applicable

**(c) If so, by whom or on whose behalf are those other applications being made?**

Not Applicable

**10. Further information**

**(a) Name, postal address and telephone contact details of the person authorised by the parties seeking revocation of authorisation and substitution of a replacement authorisation to provide additional information in relation to this application:**

Len Brajkovich (OAM JP) 51 Swan Road Middle Swan Western Australia  
6056 Phone: (08) 9274 1784 Email: [lenbrako@inet.net.au](mailto:lenbrako@inet.net.au) .

Dated: 15<sup>th</sup> February 2016

Signed by/on behalf of the applicant



.....  
(Signature)

**Lennard Steve BRAJKOVICH O.A.M., J.P.**

.....  
(Full Name)

**Western Australian Broiler Growers Association (WAGBA)**

.....  
(Organisation)

**Grower / Past President WABGA**

.....  
(Position in Organisation)

## **DIRECTIONS**

1. 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.
2. Where the application is made 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.
3. In item 1 (b), describe that part of the applicant's business relating to the subject matter of the contract, arrangement or understanding, or the relevant conduct, in respect of which substitute authorisation is sought.
4. In completing this form, provide details of the contract, arrangement or understanding (whether proposed or actual), or the relevant conduct, in respect of which substitute authorisation is sought.
  - (a) to the extent that the contract, arrangement or understanding, or the relevant conduct, has been reduced to writing — provide a true copy of the writing; and
  - (b) to the extent that the contract, arrangement or understanding, or the relevant conduct, has not been reduced to writing — provide a full and correct description of the particulars that have not been reduced to writing; and
  - (c) If substitute authorisation is sought for a contract, arrangement or understanding (whether proposed or actual) which may contain an exclusionary provision — provide details of that provision.
5. Where substitute authorisation is sought on behalf of other parties provide details of each of those parties including names, addresses, descriptions of the business activities engaged in relating to the subject matter of the authorisation, and evidence of the party's consent to authorisation being sought on their behalf.
6. Provide details of those public benefits claimed to result or to be likely to result from the contract, arrangement or understanding (whether proposed or actual), or the relevant conduct, including quantification of those benefits where possible.
7. Provide details of the market(s) likely to be affected by the contract, arrangement or understanding (whether proposed or actual), in particular having regard to goods or services that may be substitutes for the good or service that is the subject matter of the application for substitute authorisation.
8. Provide details of the detriments to the public, including those resulting from the lessening of competition, which may result from the contract, arrangement or understanding (whether proposed or actual). Provide quantification of those detriments where possible.
9. Where the application is made also in respect of other contracts, arrangements or understandings, which are or will be in similar terms to the contract, arrangement or understanding referred to in item 2, furnish with the application details of the manner in which those contracts, arrangements or understandings vary in their terms from the contract, arrangements or understanding referred to in item 2.



**Australian  
Competition &  
Consumer  
Commission**

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19 November 2015

Lennard Brajkovich OAM, JP  
Western Australian Broiler Growers Association

**By email:** [lenbrako@iinet.net.au](mailto:lenbrako@iinet.net.au)

Dear Mr Brajkovich

**Fee waiver request – Western Australian Broiler Growers Association (WABGA)**

I refer to your letter dated 7 November 2015 to the Australian Competition and Consumer Commission (ACCC), which was received on 9 November 2015, in respect of a fee waiver for a proposed application for authorisation.

In particular, you have requested that the fee to be paid in relation to the application for authorisation to be lodged by WABGA be waived in whole or in part.

In support of your request, among other things, you submitted that:

- the WABGA is a not-for-profit organisation and
- the imposition of the lodgement fee would impose an unduly onerous burden on WABGA.

Having regard to the above, as a person authorised to assess fee waiver requests for and on behalf of the ACCC, I wish to advise that the application fee to be paid by WABGA has been waived in full. No application fee will apply with respect to the application for authorisation to be lodged by WABGA.

This decision will remain in force for a period of three months. The three month period will expire on 19 February 2016.

A copy of this letter should accompany the application for authorisation to be lodged by WABGA. The cover letter to the application should mention that a letter from the ACCC regarding a fee waiver is enclosed with the application. The application together with this letter will be placed on the public register at that time.

If a new application for authorisation is lodged by WABGA after 19 February 2016, a full application fee of \$7500 will apply, or alternatively a fee of \$2500 will apply for a revocation and substitution, unless a subsequent request for a fee waiver is made and ultimately approved by the ACCC.

Should you have any queries in relation to this matter, please contact Anna Giannakos on (03) 9290 6920 or by email to [adjudication@accc.gov.au](mailto:adjudication@accc.gov.au).

Yours sincerely

A handwritten signature in blue ink that reads "Joanne Palisi". The signature is written in a cursive style with a light blue shadow effect behind the text.

Joanne Palisi  
A/g General Manager  
Adjudication