

23 December 2022

### Settlement of ACCC Proceeding

Retail Food Group Limited (**RFG** or the **Company**) is pleased to announce that it has today agreed to resolve the Federal Court of Australia proceeding commenced by the ACCC against it and certain of its related entities, which was originally announced on 15 December 2020 and which has been the subject of periodic updates by the Company.

The parties have agreed that the proceeding will be dismissed, without RFG:

- 1 making any admission as to the ACCC's allegations in the proceeding;
- 2 paying any pecuniary penalty; or
- 3 being subject to any injunction, disclosure or adverse publicity order.

As part of the agreed resolution, RFG has entered into an undertaking with the ACCC under section 87B of the *Competition and Consumer Act 2010 (Cth)*. Pursuant to that undertaking, RFG will pay an agreed discrete sum to, and waive certain prior debts owing by, relevant franchisees who acquired corporate stores, calculated based on their individual dealings with the Company, and also pay an agreed sum to certain franchisees in connection with the Michel's Patisserie marketing fund.

RFG has also agreed to contribute towards the ACCC's legal costs.

The total amount that is to be paid to franchisees by RFG under the undertaking is \$8,035,055. The total amount of franchisee debts to be waived under the undertaking is \$1,819,763.

A copy of the undertaking is enclosed.

RFG's interests have always been and remain connected to its valued franchise partners. RFG considered that the resolution of historical matters the subject of the ACCC's proceeding on these terms will allow it — under the recently announced extended leadership of Peter George — to maintain its forward-looking focus. This includes the continued development, implementation and enhancement of commercial initiatives designed to improve its franchise system for the benefit of all stakeholders.

The Company will continue to report on the outcome of those initiatives.

This announcement has been authorised by RFG's Board of Directors.

### ENDS

For further information, interviews or images, please contact:

RFG Company Secretariat c/- 07 5591 3242 or [company.secretariat@rfg.com.au](mailto:company.secretariat@rfg.com.au)

---

### About Retail Food Group Limited:

RFG is a global food and beverage company headquartered in Queensland. It is Australia's largest multi-brand retail food franchise manager, and is the owner of iconic brands including Gloria Jean's, Donut King, Brumby's Bakery, Michel's Patisserie, Crust Gourmet Pizza, Pizza Capers, Cafe2U and The Coffee Guy. The Company is also a roaster and supplier of high-quality coffee products, supplied under the Di Bella Coffee brand. For more information about RFG visit: [www.rfg.com.au](http://www.rfg.com.au)

# Undertaking to the Australian Competition and Consumer Commission

Given under section 87B of the *Competition and Consumer Act 2010* (Cth)

by

**Retail Food Group Ltd (ACN 106 840 082)**

## Person giving the Undertaking

1. This Undertaking is given to the Australian Competition and Consumer Commission (**ACCC**) by Retail Food Group Ltd (ACN 106 840 082) (**RFGL**), pursuant to section 87B of the *Competition and Consumer Act 2010* (Cth) (**CCA**) (the **Undertaking**).

## Background

2. RFGL is the holding company of the RFG group, which owns multiple food and beverage franchises in Australia, including the Michel's Patisserie, Brumby's Bakery, Donut King and Gloria Jean's franchise systems (**Brand Systems**). Michel's Patisserie System Pty Ltd (ACN 132 424 947), Brumby's Bakeries System Pty Ltd (ACN 106 815 025), Donut King System Pty Ltd (ACN 097 339 645) and Jireh International Pty Ltd (ACN 071 676 661) (the **Brand Entities**) are the franchisors of the Brand Systems (respectively).
3. RFGA Management Pty Ltd (ACN 071 765 609) (**RFGM**) manages the Brand Systems on behalf of the Brand Entities and employs the majority of RFG personnel.
4. RFGL is the ultimate holding company for and has ultimate oversight of and power to control, the Brand Systems, the Brand Entities and RFGM.

## ACCC allegations in Federal Court proceedings

5. The ACCC commenced proceedings in the Federal Court against RFGL, RFGM and the Brand Entities (together **RFG**) on 15 December 2020, alleging that RFG had breached the Australian Consumer Law (**ACL**) and/or the Franchising Code of Conduct contained in the *Competition and Consumer (Industry Codes – Franchising) Regulation 2014* (Cth) (**Code**) by engaging in certain conduct involving the sale of a number of RFG owned stores (**Corporate Stores**) to franchisees, and by making payments from marketing funds into which RFG franchisees had made payments.

## Corporate store conduct

6. Between 1 January 2015 and 31 December 2018, the Brand Entities and RFGM sold or licensed under a manage to own agreement a number of Corporate Stores to franchisees.
7. In its proceedings, the ACCC alleged that at, or shortly prior to the sale or licence to franchisees of the Corporate Stores, RFG knew that each of those stores had been

operated at a loss in either the year-to-date period and/or the full financial year prior to the sale or licence, but did not disclose this to the franchisees who purchased or licensed the Corporate Stores.

8. The ACCC also alleged that, in the course of the sale or licencing process, RFG represented to the franchisees that the relevant Corporate Store was not, or had not been, operating at a loss and/or that RFG did not have information in its possession which would enable the franchisees to understand the true financial performance of the relevant Corporate Store, when this was not the case.
9. The ACCC alleged that by engaging in this conduct, RFG had engaged in misleading or deceptive conduct in breach of section 18 of the ACL; made false or misleading representations in breach of sections 29(1)(g) and 37(2) of the ACL; engaged in unconscionable conduct in breach of s21(1) of the ACL; and did not act towards the franchisees with good faith in breach of clause 6(1) of the Code and consequently breached section 51ACB of the CCA.

#### *Marketing fund conduct*

10. During the period 1 July 2012 to 30 June 2017, franchisees were required under their franchise agreements to pay ongoing marketing levies to the Brand Entities.
11. The ACCC alleged that payments were made during this period to pay personnel costs of employees according to a “shared services staffing model”, which involved allocating a proportion of personnel costs to marketing without adequate reference to the activities actually performed by individual employees.
12. The ACCC also alleged that payments were made from the Michel’s Patisserie marketing fund for expenses which were not legitimate marketing expenses, and had not been adequately disclosed to franchisees nor agreed to by a majority of franchisees.
13. The ACCC alleged that by engaging in the marketing fund conduct, RFG had breached clauses 6(1), 15(1)(b) and 31(3) of the Code and consequently section 51ACB of the CCA; engaged in misleading or deceptive conduct in breach of section 18 of the ACL; and engaged in unconscionable conduct in breach of section 21(1) of the ACL.

#### *Settlement*

14. The parties have agreed to settle the proceedings without any admission by RFG on the basis that RFGL will take the steps contained in this Undertaking, and will procure that RFG consent to orders granting the ACCC leave to discontinue the proceedings and ordering RFG to pay a contribution to the ACCC’s legal costs fixed at \$500,000.

#### **RFG acknowledgement of alleged conduct**

15. RFGL acknowledges, without admission, the ACCC’s allegations that RFG engaged in conduct that breached the ACL, Code and section 51ACB of the CCA, and has agreed to take the actions set out in this Undertaking in relation to certain franchisees

who may have been impacted by their dealings with RFG, including in connection with the Corporate Store conduct or marketing fund conduct.

### **Commencement of the Undertaking**

16. This Undertaking comes into effect when accepted by the ACCC (the **Commencement Date**) following execution by RFGL.
17. This Undertaking has effect for three years from the Commencement Date.

### **Undertakings**

#### *Corporate store payments*

18. In respect of the Corporate Stores listed in Tab 1 of Confidential Annexure A to this Undertaking (**Confidential Annexure A**), which are the Corporate Stores which either continue to trade under the ownership of the franchisee who purchased the Corporate Store from RFG or have closed since purchase, RFGL must, by 15 February 2023:
  - (a) pay the franchisees listed in Tab 1 of Confidential Annexure A the corresponding amount shown in Tab 1 of Confidential Annexure A, being the sale price paid to RFG less any amount of the sale price unpaid by the franchisee; and
  - (b) waive the debts identified in Tab 1 of Confidential Annexure A, which are all outstanding historical debts and all current debts relating to rent paid by RFG and de-fit costs, and not take any further debt recovery action in respect of these debts. For the avoidance of doubt, this sub-paragraph does not apply to current debts relating to operational expenses which are not identified in Tab 1 of Confidential Annexure A.
19. In respect of the Corporate Stores listed in Tab 2 of Confidential Annexure A, which are the Corporate Stores which were resold by the franchisees to a third party or bought back by RFG, RFGL must by 15 February 2023:
  - (a) pay the franchisees listed in Tab 2 of Confidential Annexure A the corresponding amount shown in Tab 2 of Confidential Annexure A, being the sale price paid to RFG less any amounts paid to the franchisee by RFG or the third-party purchaser on the sale of the Corporate Store (if that is a positive value); and
  - (b) waive the debts identified in Tab 2 of Confidential Annexure A, which are all outstanding debts owed to RFG by the franchisees listed in Tab 2 of Confidential Annexure A, and not take any further debt recovery action in respect of these debts.
20. In respect of the Corporate Stores listed in Tab 3 of Confidential Annexure A, which are the Manage to Own (**MTO**) Corporate Stores, RFGL must by 15 February 2023:

- (a) pay the franchisees listed in Tab 3 of Confidential Annexure A, which are the franchisees who licensed under a manage to own arrangement, the corresponding amounts shown in Tab 3 of Confidential Annexure A, being:
    - i. the initial fees paid by the franchisee less the amount received by the franchisee from RFG's purchase of plant and equipment, if that is a positive value; and
    - ii. an ex-gratia payment of \$20,000 to each franchisee; and
  - (b) waive the debts identified in Tab 3 of Confidential Annexure A, which are all outstanding historical debts and current debts relating to rent paid by RFG and not take any further debt recovery action in respect of these debts. For the avoidance of doubt, this sub-paragraph does not apply to current debts relating to operational expenses which are not identified in Tab 3 of Confidential Annexure A.
21. By 16 January 2023, RFGL must send a communication to each franchisee listed in Confidential Annexure A, which attaches a copy of this Undertaking, advises the franchisee of the resolution of the ACCC proceedings and the payment to which they are entitled pursuant to paragraph 18, 19 or 20 of this Undertaking, and requests details of a bank account in the name of the franchisee to enable RFGL to make payment of the amounts which RFGL has undertaken to pay to the franchisee.
22. RFGL will not be in breach of this Undertaking if despite its best endeavours it is unable to contact or receive details of the franchisee's bank account, and therefore unable to make payment to, one or more of the franchisees listed in Confidential Annexure A in accordance with paragraphs 0, 19 or 20 of this Undertaking by 15 February 2023. However, it must continue to use its best endeavours to contact and make payment to these franchisees after 15 February 2023, including by attempting to contact them through newspaper and social media publications in a form to be agreed with the ACCC. If any payments required by paragraphs 18, 19 or 20 have not been made by RFG by the date which is one month before the expiry of this Undertaking, RFG will meet with the ACCC to agree on a suitable organisation which provides advice free of charge to small businesses including franchisees and prospective franchisees, and RFG must then donate the unpaid money to that organisation within seven days.

*Michel's Patisserie marketing fund payments*

23. Within 120 days from the Commencement Date, RFGL must pay a total amount of \$5 million to franchisees of the Michel's Patisserie franchise system between 1 July 2012 and 30 June 2017 as specified in accordance with paragraph 24 below, representing an agreed percentage of the marketing fees they contributed to the Michel's Patisserie marketing fund during that period.
24. By 23 February 2023, RFGL must provide to the ACCC a spreadsheet containing the marketing fees paid by each of the franchisees of the Michel's Patisserie franchise system between 1 July 2012 and 30 June 2017 and the amounts proposed to be paid

to each of those franchisees in accordance with paragraph 23 of this Undertaking. The spreadsheet should be accompanied by verification of the amounts signed by the Executive Chairman of RFGL.

25. By 7 March 2023, RFGL must send a communication to each franchisee listed in the spreadsheet provided pursuant to paragraph 24 of this Undertaking, which attaches a copy of this Undertaking, advises the franchisee of the resolution of the ACCC proceedings and the payment to which they are entitled pursuant to paragraph 23 of this Undertaking, and requests details of a bank account in the name of the franchisee to enable RFGL to make payment of the amount which RFGL has undertaken to pay to the franchisee.
26. RFGL will not be in breach of this Undertaking if despite using its best endeavours it is unable to contact or receive details of the franchisee's bank account, and therefore unable to make payment to, one or more of the franchisees of the Michel's Patisserie franchise system between 1 July 2012 and 30 June 2017 within 120 days as required by paragraph 23. However, it must continue to use its best endeavours to contact and make payment to these franchisees for 12 months from the Commencement Date, and must provide regular reporting to the ACCC on progress, as set out in paragraphs 27 and 28 below, including by attempting to contact them through newspaper and social media publications in a form to be agreed with the ACCC. Any amounts to be paid to the relevant Michel's Patisserie franchisees which remain unpaid after 12 months because the franchisee cannot be located will be paid into the Michel's Patisserie marketing fund for the benefit of current franchisees.

#### *Reporting to the ACCC*

27. By 1 March 2023, RFGL must provide a written report to the ACCC which confirms that it has undertaken the steps set out in paragraphs 18 to 21 above, and identifies:
  - (a) the amounts paid to each of the franchisees listed in Confidential Annexure A and the amounts of debts incurred by those franchisees to RFG that have been waived and written off; and
  - (b) any of the franchisees listed in Confidential Annexure A who RFGL is unable to contact and has not made payment to, and the steps taken to locate and contact those franchisees, and make payment to them.

RFGL must then provide a written update of this report to the ACCC each month until 12 months from the Commencement Date or until RFGL has been able to make payment to all of the franchisees listed in Confidential Annexure A in accordance with paragraphs 18 to 21 above.

28. Within 150 days of the Commencement Date, RFGL must provide a written report to the ACCC which confirms that it has undertaken the steps set out in paragraphs 23 and 25 above, and identifies:
  - (a) the amounts paid to each of the franchisees in the Michel's Patisserie franchise system between 1 July 2012 and 30 June 2017; and

- (b) any of the franchisees in the Michel's Patisserie franchise system between 1 July 2012 and 30 June 2017 who RFGL is unable to locate and contact or make payment to, and details of the steps taken to locate and contact those franchisees, and make payment to them.

RFGL must then provide a written update of this report to the ACCC each month until RFGL has been able to make payment to all of the franchisees in the Michel's Patisserie franchise system between 1 July 2012 and 30 June 2017 in accordance with paragraph 23 above or until 12 months from the Commencement Date, whichever is the earliest.

#### *Compliance program*

- 29. Within three months of the Commencement Date, RFGL must implement a compliance program with a particular focus on RFG's and each of the Brand Entities' obligations under the ACL and the Code when dealing with franchisees and prospective franchisees, in accordance with the requirements set out in **Annexure B**.

#### **ACCC enquiries**



- 30. The ACCC may make reasonable inquiries concerning compliance with this Undertaking, and RFGL must provide documents and/or information sought pursuant to those inquiries within the reasonable time stipulated by the ACCC.

#### **Acknowledgements**

- 31. RFGL acknowledges that:
  - (a) save for Confidential Annexure A, the ACCC will make this Undertaking publicly available including by publishing it on the ACCC's public register of section 87B undertakings on its website;
  - (b) save for the content of Confidential Annexure A, the ACCC may, from time to time, make public reference to this Undertaking, including in news media statements and in ACCC publications; and
  - (c) this Undertaking in no way derogates from the rights and remedies available to any other person arising from the alleged conduct.

**Executed as an undertaking**

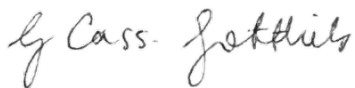
Executed by Retail Food Group Ltd (ACN 106 840 082) pursuant to section 127(1) of the *Corporations Act 2001* (Cth) by:

	
Signature of director	Signature of a <del>director</del> /company secretary
Peter George	Anthony Mark Connors
Name of director (print)	Name of <del>director</del> /company secretary (print)
22 December 2022	22 December 2022
Date	Date

Accepted by the Australian Competition and Consumer Commission pursuant to section 87B of the *Competition and Consumer Act 2010* (Cth) on:

Date: 22 December 2022

and signed on behalf of the Commission:



Gina Cass-Gottlieb, Chair

Date: 22 December 2022



## **Confidential Annexure A**

## **Annexure B**

### **COMPETITION AND CONSUMER COMPLIANCE PROGRAM**

## Annexure B

### COMPETITION AND CONSUMER COMPLIANCE PROGRAM

Retail Food Group Ltd (ACN 106 840 082) (**RFGL**) will establish a Consumer Compliance Program (**Compliance Program**) that applies to RFGL and Michel's Patisserie System Pty Ltd (ACN 132 424 947), Brumby's Bakeries System Pty Ltd (ACN 106 815 025), Donut King System Pty Ltd (ACN 097 339 645), Jireh International Pty Ltd (ACN 071 676 661) and RFGA Management Pty Ltd (ACN 071 765 609) (together, **RFG**) and complies with each of the following requirements:

#### Appointments

1. Within two months of the Undertaking coming into effect, RFGL will appoint a director or a senior manager with suitable qualifications or experience in corporate compliance as a Compliance Officer with responsibility for ensuring the Compliance Program is effectively designed, implemented and maintained (**the Compliance Officer**).
2. Within two months of the Undertaking coming into effect, RFGL will appoint a suitably qualified, internal or external, compliance professional with expertise in consumer law (**the Compliance Advisor**).
3. RFGL will instruct the Compliance Advisor to conduct an Australian Consumer Law and Franchise Code risk assessment within two months of being appointed as the Compliance Advisor (**Risk Assessment**).
4. RFGL will use its best endeavours to ensure that the Risk Assessment covers the following matters, to be recorded in a written report (**Risk Assessment Report**):
  - 4.1. identifies the areas where RFG is at risk of breaching the Australian Consumer Law (**ACL**), which is contained in Schedule 2 of the *Competition and Consumer Act 2010 (Cth)* (**CCA**) and the *Competition and Consumer (Industry Codes—Franchising) Regulation 2014 (Cth)* (**Franchising Code**), taking into account but not limited to the areas which are the subject of allegations made by the ACCC in Federal Court proceedings brought against RFG which are set out in the Undertaking provided by RFGL to the ACCC to which this Annexure B is attached;
  - 4.2. assesses the likelihood of these risks occurring;
  - 4.3. identifies where there may be gaps in RFG's existing procedures for managing these risks; and

- 4.4. provides recommendations for any action to be taken by RFG having regard to the above assessment.

### **Compliance Policy**

5. RFGL will, within 60 days of the Commencement Date, issue a policy statement outlining RFG's commitment to compliance with the CCA (the **Compliance Policy**).
6. RFGL will ensure that the Compliance Policy:
  - 6.1. contains a statement of commitment to compliance with the ACL and the Franchising Code;
  - 6.2. contains an outline of how commitment to ACL and Franchising Code compliance will be realised within RFG;
  - 6.3. contains a requirement for all staff to report any Compliance Program related issues and any ACL or Franchising Code compliance concerns to the Compliance Officer;
  - 6.4. contains a guarantee that whistleblowers with ACL or Franchising Code compliance concerns will not be prosecuted or disadvantaged in any way by RFG and that their reports will be kept confidential and secure; and
  - 6.5. contains a clear statement that RFGL will take action internally against any persons who are knowingly or recklessly concerned in a contravention of the ACL or the Franchising Code and will not indemnify them in the event of any court proceedings in respect of that contravention.

### **Complaints Handling System**

7. RFGL will ensure that the Compliance Program includes an ACL and Franchising Code complaints handling system (the **Complaints Handling System**).
8. RFGL will use its best endeavours to ensure this system is consistent with AS/NZS 10002:2022 **Guidelines for complaint management in organizations**, tailored as required to RFGL's circumstances.
9. RFGL will ensure that all RFG staff and franchisees are made aware of the Complaints Handling System.

### **Whistleblower Protection**

10. RFGL will ensure that the Compliance Program includes whistleblower protection mechanisms to protect those coming forward with consumer law and Franchising Code complaints.

11. RFGL will use its best endeavours to ensure that these mechanisms are consistent with AS 8004:2003 **Whistleblower protection programs for entities**, tailored as required to RFGL's circumstances.

### **Staff Training**

12. RFGL will ensure that the Compliance Program provides for regular (at least once a year) training for all directors, officers, employees and agents of RFG whose duties could result in them being concerned with conduct that may contravene the ACL and/or the Franchising Code, or who is responsible for any such persons as part of their role at RFG.
13. RFGL must ensure that the training is conducted by a suitably qualified compliance professional or legal practitioner with expertise in Australian consumer law and the Franchising Code.
14. Within 60 days of the Commencement Date, RFGL will ensure that the Compliance Program includes a requirement that awareness of ACL and Franchising Code compliance issues forms part of the induction of all new directors, officers employees and agents of RFG, whose duties could result in them being concerned with conduct that may contravene the ACL or the Franchising Code, or who is responsible for any such persons as part of their role at RFG.

### **Reports to Board/Senior Management**

15. RFGL will ensure that the Compliance Officer reports to the Board and/or senior management every three months on the continuing effectiveness of the Compliance Program.

### **Compliance Review**

16. RFGL will, at its own expense, cause an annual review of the Compliance Program (the **Review**) to be carried out in accordance with each of the following requirements:
  - 16.1. **Scope of Review** – the Review should be broad and rigorous enough to provide RFGL and the ACCC with:
    - 16.1.1. a verification that RFGL has in place a Compliance Program that complies with each of the requirements detailed in paragraphs 1 – 15 above; and
    - 16.1.2. the Compliance Reports detailed at paragraph 17 below.
  - 16.2. **Independent Reviewer** – RFGL will ensure that each Review is carried out by a suitably qualified, independent compliance

professional with expertise in consumer law and the Franchising Code (the **Reviewer**). The Reviewer will qualify as independent on the basis that he or she:

16.2.1. did not design or implement the Compliance Program;

16.2.2. is not a present or past staff member or director of RFG;

16.2.3. has not acted and does not act for, and does not consult and has not consulted to, RFG in any consumer law related matters, other than performing Reviews under this Undertaking; and

16.2.4. has no significant shareholding or other interests in RFG.

16.3. **Evidence** – RFGL will use its best endeavours to ensure that each Review is conducted on the basis that the Reviewer has access to all relevant sources of information in RFG’s possession or control, including without limitation:

16.3.1. the ability to make enquiries of any officers, employees, representatives and agents of RFG;

16.3.2. documents relating to the Risk Assessment, including the Risk Assessment Report;

16.3.3. documents relating to RFGL’s Compliance Program, including documents relevant to RFGL’s Compliance Policy, Complaints Handling System, Staff Training and induction program; and

16.3.4. any reports made by the Compliance Officer to the Board or senior management regarding RFGL’s Compliance Program.

16.4. RFGL will ensure that a Review is completed within one year of this Undertaking coming into effect, and that a subsequent Review is completed within each year for two further years.

### **Compliance Reports**

17. RFGL will use its best endeavours to ensure that within 30 days of the completion of a Review, the Reviewer includes the following findings of the Review in a report provided to RFGL (the **Compliance Report**):

17.1. whether the Compliance Program of RFGL includes all the elements detailed in paragraphs 1 – 15 above, and if not, what elements need to be included or further developed;

- 17.2. whether the Compliance Program adequately covers the parties and areas identified in the Risk Assessment, and if not, what needs to be further addressed;
- 17.3. whether the Staff Training and induction is effective and if not, what aspects need to be further developed;
- 17.4. whether RFGL's Complaints Handling System is effective and if not, what aspects need to be further developed;
- 17.5. whether RFGL is able to provide confidentiality and security to consumer law whistleblowers, and whether staff are aware of the whistleblower protection mechanisms;
- 17.6. whether there are any material deficiencies in RFGL's Compliance Program, or whether there are or have been any instances of material non-compliance with the Compliance Program, (**Material Failure**), and if so, recommendations for rectifying the Material Failure/s<sup>1</sup>.

#### **RFGL's response to Compliance Reports**

18. RFGL will ensure that the Compliance Officer, within 14 days of receiving the Compliance Report:
  - 18.1. provides the Compliance Report to the Board or relevant governing body;
  - 18.2. where a Material Failure has been identified by the Reviewer in the Compliance Report, provides a report to the Board or relevant governing body identifying how RFGL can implement any recommendations made by the Reviewer in the Compliance Report to rectify the Material Failure.
19. RFGL will implement promptly and with due diligence any recommendations made by the Reviewer in the Compliance Report to address a Material Failure.

#### **Reporting Material Failures to the ACCC**

20. Where a Material Failure has been identified by the Reviewer in the Compliance Report, RFGL will:

---

<sup>1</sup> Material Failure means a failure, that is non-trivial and which is ongoing or continued for a significant period of time, to:

- incorporate a requirement of the Undertaking in the design of the Compliance Program, for example if the Complaints Handling System did not provide any mechanism for responding to complaints; or
- comply with a fundamental obligation in the implementation of the Compliance Program, for example, if no Staff Training has been conducted within the Annual Review period.

- 20.1. provide a copy of that Compliance Report to the ACCC within 30 days of the Board or relevant governing body receiving the Compliance Report; and
- 20.2. inform the ACCC of any steps that have been taken to implement the recommendations made by the Reviewer in the Compliance Report; or
- 20.3. otherwise outline the steps RFGL proposes to take to implement the recommendations and will then inform the ACCC once those steps have been implemented.

### **Provision of Compliance Program documents to the ACCC**

21. RFGL will maintain a record of and store all documents relating to and constituting the Compliance Program for a period not less than five years.
22. If requested by the ACCC during the period of five years following the Undertaking coming into effect, RFGL will, at its own expense, cause to be produced and provided to the ACCC copies of all documents constituting the Compliance Program, including:
  - 22.1. the Compliance Policy;
  - 22.2. the Risk Assessment Report;
  - 22.3. an outline of the Complaints Handling System;
  - 22.4. Staff Training materials and induction materials;
  - 22.5. all Compliance Reports that have been completed at the time of the request;
  - 22.6. copies of the reports to the Board and/or senior management referred to in paragraphs 15 and paragraph 18.

### **ACCC Recommendations**

23. RFGL will implement promptly and with due diligence any recommendations that the ACCC may make that the ACCC deems reasonably necessary to ensure that RFGL maintains and continues to implement the Compliance Program in accordance with the requirements of this Undertaking.