FEDERAL COURT OF AUSTRALIA

Australian Competition and Consumer Commission v B & K Holdings (Qld) Pty Ltd [2021] FCA 260

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| File number: | QUD 316 of 2020 |
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| Judgment of: | **DERRINGTON J** |
|  |  |
| Date of judgment: | 24 March 2021 |
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| Catchwords: | **COMPETITION LAW –** resale price maintenance – admitted contraventions – agreed penalties and other relief – pecuniary penalty – declaratory relief – injunctive relief – adverse publicity order – compliance program – whether orders sought by agreement appropriate in the circumstances – agreed orders appropriate  **COMPETITION LAW** – adverse publicity order pursuant to section 86D of *Competition and Consumer Act 2010* (Cth) – whether adverse publicity order must include publication of advertisement – unnecessary to resolve issue |
|  |  |
| Legislation: | *Competition and Consumer Act 2010* (Cth), ss 48, 76, 80, 86C, 86D, 96  *Federal Court of Australia Act 1976* (Cth) |
|  |  |
| Cases cited: | *ACCC v MSY Technology Pty Ltd* (2012) 201 FCR 378  *ASIC v Axis International Management Pty Ltd* (2009) 178 FCR 485  *Australian Building and Construction Commissioner v Construction, Forestry, Mining and Energy Union* (2018) 262 CLR 157  *Australian Competition and Consumer Commission v Coles Supermarkets Australia Pty Ltd* [2014] FCA 1405  *Australian Competition and Consumer Commission v Dermalogica Pty Ltd* (2005) 215 ALR 482  *Australian Competition and Consumer Commission v Eternal Beauty Products Pty Ltd* [2012] FCA 1124  *Australian Competition and Consumer Commission v Netti Atom Pty Ltd* [2007] FCA 1945  *Australian Competition and Consumer Commission v Optus Mobile Pty Ltd* [2019] FCA 106  *Australian Competition and Consumer Commission v Reckitt Benckiser (Australia) Pty Ltd* (2016) 340 ALR 25  *Australian Competition and Consumer Commission v Sontax Australia (1988) Pty Ltd* [2011] FCA 1202  *Australian Competition and Consumer Commission v TEAC Pty Ltd* [2007] FCA 1859  *Australian Competition and Consumer Commission v TPG Internet Pty Ltd* (2013) 250 CLR 640  *Australian Competition and Consumer Commission v Yazaki Corporation* (2018) 262 FCR 243  *Commonwealth v Director, Fair Work Building Industry Inspectorate* (2015) 258 CLR 482  *Forster v Jododex Australia Pty Ltd* (1972) 127 CLR 421  *McDonald v Australian Building and Construction Commissioner* (2011) 2020 IR 467  *NW Frozen Foods Pty Ltd v Australian Competition and Consumer Commission* (1996) 71 FCR 285  *Singtel Optus Pty Ltd v Australian Competition and Consumer Commission* (2012) 287 ALR 249  *The Heating Centre Pty Ltd v Trade Practices Commission* (1986) 9 FCR 153  *Trade Practices Commission v CSR Ltd* (1991) ATPR 41-076  *Valve Corporation v Australian Competition and Consumer Commission* [2017] FCAFC 224 |
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| Division: | General Division |
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| Registry: | Queensland |
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| National Practice Area: | Commercial and Corporations |
|  |  |
| Sub-area: | Economic Regulator, Competition and Access |
|  |  |
| Number of paragraphs: | 114 |
|  |  |
| Date of hearing: | 22 March 2021 |
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| Counsel for the Applicant: | Mr S Free SC and Ms N Oreb |
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| Solicitor for the Applicant: | Australian Government Solicitor |
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| Solicitor for the Respondent: | Mr D Cliff of Mills Oakley |

ORDERS

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|  | | QUD 316 of 2020 |
|  | | |
| BETWEEN: | AUSTRALIAN COMPETITION AND CONSUMER COMMISSION  Applicant | |
| AND: | B & K HOLDINGS (QLD) PTY LTD (ABN 47 092 133 858)  Respondent | |

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| --- | --- |
| order made by: | DERRINGTON J |
| DATE OF ORDER: | 24 March 2021 |

THE COURT DECLARES THAT:

1. The respondent, on 328 occasions between at least 5 February 2017 and at latest 26 June 2019, provided terms of trade to retail dealers or prospective retail dealers of cycling products and accessories (**goods**) to be supplied on a wholesale basis by the respondent, by which the respondent made it known that it would not supply the goods unless the retail dealer agreed not to advertise the goods for sale below the recommended retail price (**RRP**), and thereby engaged in the practice of resale price maintenance in contravention of section 48 of the *Competition and Consumer Act 2010* (Cth) on each such occasion.

2. Between at least 5 February 2017 and at latest 26 June 2019, the respondent made 242 written agreements with retail dealers or prospective retail dealers of goods to be supplied on a wholesale basis by the respondent, each of which included a term that the dealer would not advertise the goods for sale below the RRP, and thereby engaged in the practice of resale price maintenance in contravention of section 48 of the *Competition and Consumer Act 2010* (Cth).

AND THE COURT ORDERS THAT:

3. Pursuant to section 23 of the *Federal Court of Australia Act 1976* (Cth) and/or section 80 of the *Competition and Consumer Act 2010* (Cth), the respondent is restrained from seeking to enforce a term in any agreement that the dealer not advertise goods for sale below the RRP.

4. Pursuant to section 23 of the *Federal Court of Australia Act 1976* (Cth), and/or section 80 of the *Competition and Consumer Act 2010* (Cth), the respondent is restrained, for a period of five years, whether by itself or its directors, servants, agents, employees or otherwise howsoever, from:

(a) making it known that it will not supply goods unless a dealer or retailer agrees not to sell or advertise those goods at a price less than the RRP communicated by the respondent;

(b) entering into agreements for the supply of goods to dealers and retailers, one of the terms of which is that the dealer or retailer would not sell or advertise the goods at a price less than the RRP communicated by the respondent.

5. Pursuant to sections 80 and 86C of the *Competition and Consumer Act 2010* (Cth), the respondent establish an education, training and *Competition and Consumer Act* compliance program for employees or other persons involved in the respondent’s business in accordance with Annexure A to these orders.

6. The respondent send corrective letters to those dealers listed in Schedule 1 of the Amended Statement of Agreed Facts filed 8 March 2021 in the form of Annexure B to these orders.

7. Pursuant to section 76 of the *Competition and Consumer Act 2010* (Cth), the respondent pay the Commonwealth of Australia a pecuniary penalty of $350,000 in respect of the respondent’s contraventions of that Act.

8. Costs as agreed between the parties.

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

Annexure A

**COMPETITION AND CONSUMER COMPLIANCE PROGRAM**

B & K Holdings (QLD) Pty Ltd will establish a Competition and Consumer Compliance Program (**Compliance Program**) that complies with each of the following requirements:

**Appointments**

1. Within 3 months of the order coming into effect, B & K Holdings (QLD) Pty Ltd will appoint a director or a senior manager of the business to be responsible for the development, implementation and maintenance of the Compliance Program (the **Compliance Officer**).

**Compliance Officer Training**

2. Within 6 months of the order coming into effect, B & K Holdings (QLD) Pty Ltd will ensure that the Compliance Officer attends practical training focusing on s 48 of the *Competition and Consumer Act 2010* (Cth) (**CCA**).

3. B & K Holdings (QLD) Pty Ltd will ensure that the training is administered by a suitably qualified compliance professional or legal practitioner with expertise in competition and consumer law.

**Staff Training**

4. B & K Holdings (QLD) Pty Ltd will cause all employees of B & K Holdings (QLD) Pty Ltd whose duties could result in them being concerned with conduct that may contravene s 48 of the CCA to receive regular (at least once a year) training administered by the Compliance Officer (once trained) or a qualified compliance professional or legal practitioner with expertise in competition and consumer law, that focuses on s 48 of the CCA.

**Complaints Handling**

5. Within 6 month of the order coming into effect B & K Holdings (QLD) Pty Ltd will develop procedures for recording, storing and responding to competition and consumer law complaints (**Complaints Handling System**).

**Reports to Directors/Governing Body**

6. B & K Holdings (QLD) Pty Ltd will ensure that the Compliance Officer reports to B & K Holdings (QLD) Pty Ltd’s director(s) or governing body every 12 months on the continuing effectiveness of the Compliance Program.

**Compliance Review**

7. B & K Holdings (QLD) Pty Ltd 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:

7.1. **Scope of Review** – the Review should be broad and rigorous enough to provide B & K Holdings (QLD) Pty Ltd and the ACCC with:

7.1.1. verification that B & K Holdings (QLD) Pty Ltd has in place a Compliance Program that complies with the requirements of the order and is suitable for the size and structure of B & K Holdings (QLD) Pty Ltd; and

7.1.2. the Compliance Reports detailed at paragraph 8 below.

7.2. **Independent Reviewer** – B & K Holdings (QLD) Pty Ltd will ensure that each Review is carried out by a suitably qualified, independent compliance professional with expertise in competition and consumer law (the **Reviewer**). The Reviewer will qualify as independent on the basis that he or she:

7.2.1. did not design or implement the Compliance Program;

7.2.2. is not a present or past staff member or director of B & K Holdings (QLD) Pty Ltd;

7.2.3. has not acted and does not act for, and does not consult and has not consulted to, B & K Holdings (QLD) Pty Ltd in any competition or consumer law related matters, other than performing Reviews under this order; and

7.2.4 has no significant shareholding or other interests in B & K Holdings (QLD) Pty Ltd.

7.3 **Evidence** – B & K Holdings (QLD) Pty Ltd 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 B & K Holdings (QLD) Pty Ltd’s possession or control, including without limitation:

7.3.1. the ability to make enquiries of any officers, employees, representatives, and agents of B & K Holdings (QLD) Pty Ltd;

7.3.2. documents relating to B & K Holdings (QLD) Pty Ltd’s Compliance Program, including documents relevant to B & K Holdings (QLD) Pty Ltd’s Complaints Handling System, and competition and Staff Training; and

7.3.3. any reports made by the Compliance Officer to B & K Holdings (QLD) Pty Ltd’s director(s) or governing body regarding B & K Holdings (QLD) Pty Ltd’s Compliance Program.

7.4. B & K Holdings (QLD) Pty Ltd will ensure that a Review is completed within one year of this coming into effect and that a subsequent Review is completed within each year for 2 further years.

**Compliance Reports**

8. B & K Holdings (QLD) Pty Ltd will use its best endeavours to ensure that within 30 days of a Review, the Reviewer includes the following findings of the Review in a report to the Compliance Officer (the **Compliance Report**):

8.1. whether the Compliance Program of B & K Holdings (QLD) Pty Ltd includes all the elements detailed in paragraphs 1 – 7 above, and if not, what elements need to be included or further developed;

8.2. whether the Staff Training is effective, and if not, what aspects need to be further developed;

8.3. whether B & K Holdings (QLD) Pty Ltd’s Complaints Handling System is effective, and if not, what aspects need to be further developed; and

8.4. whether there are any material deficiencies in B & K Holdings (QLD) Pty Ltd’s Compliance Program, or whether there are or have been instances of material non-compliance with the Compliance Program (**Material Failure**), and if so, recommendations for rectifying the Material Failure(s).

9. **Material Failure** means a failure to do the following that is non-trivial and which is ongoing or continued for a significant period of time, to:

9.1 incorporate a requirement of the order in the design of the Compliance Program (for example, if a Complaints Handling System did not provide any mechanism for responding to complaints); or

9.2 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).

**B & K Holdings (QLD) Pty Ltd response to Compliance Reports**

10. B & K Holdings (QLD) Pty Ltd will ensure that the Compliance Officer, within 14 days of receiving the Compliance Report:

10.1. provides the Compliance Report to the director(s) or governing body of B & K Holdings (QLD) Pty Ltd; and

10.2. where a Material Failure has been identified by the Reviewer in the Compliance Report, provides a report to B & K Holdings (QLD) Pty Ltd’s director(s) or governing body identifying how B & K Holdings (QLD) Pty Ltd can implement any recommendations made by the Reviewer in the Compliance Report to rectify the Material Failure.

11. B & K Holdings (QLD) Pty Ltd 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**

12. Where a Material Failure has been identified by the Reviewer in the Compliance Report, B & K Holdings (QLD) Pty Ltd will:

12.1. provide a copy of that Compliance Report to the ACCC within 21 days of B & K Holdings (QLD) Pty Ltd’s director(s) or governing body receiving the Compliance Report; and

12.2. inform the ACCC of any steps that have been taken to implement the recommendations made by the Reviewer in the Compliance Report; or

12.3. otherwise outline the steps B & K Holdings (QLD) Pty Ltd 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**

13. B & K Holdings (QLD) Pty Ltd will maintain a record of and store all documents relating to and constituting the Compliance Program for a period of not less than 5 years.

14. If requested by the ACCC during the period of 5 years, B & K Holdings (QLD) Pty Ltd will, at its own expense, cause to be produced and provided to the ACCC copies of all documents constituting the Compliance Program, including:

14.1. an outline of the Complaints Handling System;

14.2. Staff Training materials;

14.3. all Compliance Reports that have been completed at the time of the request;

14.4. copies of the reports to the director(s) or governing body referred to in paragraphs 6 and 10.2.

**ACCC Recommendations**

15. B & K Holdings (QLD) Pty Ltd will implement promptly and with due diligence any recommendations that the ACCC may make that the ACCC deems reasonably necessary to ensure that B & K Holdings (QLD) Pty Ltd maintains and continues to implement the Compliance Program in accordance with the requirements of this order.

Annexure B

**DRAFT LETTER TO DEALERS**

Dear [Dealer]

**Federal Court finds that FE Sports has breached the Competition and Consumer Act**

The Federal Court of Australia has ordered that B & K Holdings (QLD) Pty Ltd trading as FE Sports (**FE Sports**) pay $350,000 in penalties for engaging in resale price maintenance, by including a term in its agreements offered to dealers that the dealer was not to advertise for sale goods supplied by FE Sports at a price less than a recommended retail price (**RRP**) specified by FE Sports.

Resale price maintenance is prohibited by section 48 of the *Competition and Consumer Act 2010* (Cth). It is illegal for a supplier to prevent, or attempt to prevent, a dealer such as a retailer from advertising or selling products below a specified minimum price.

The admitted contraventions affected the following term of FE Sports’ dealer agreements with your business dated [insert particulars of dealer agreements]:

[Text of Term 1, 2 or 3 as applicable]

FE Sports confirms that all dealers are free to advertise or offer for sale goods supplied by FE Sports at a price less than the RRP. FE Sports also confirms that there will be no consequences if a dealer does advertise or supply goods supplied by FE Sports at a discount.

FE Sports has admitted that it engaged in resale price maintenance in the following instances that occurred between at least 5 February 2017 and 26 June 2019:

 on 328 occasions, FE Sports made it known to a dealer that FE Sports would not supply goods to the dealer unless the dealer agreed not to advertise for sale those goods at a price less than RRP; and

 on 242 occasions (comprised a subset of those above), FE Sports subsequently entered into agreements with dealers that contained a term that the dealer would not advertise for sale goods supplied by FE Sports at a price less than RRP.

As part of its orders, the Court:

 ordered that FE Sports pay a penalty of $350,000;

 restrained FE Sports from engaging in similar conduct for five years; and

 required FE Sports to send letters like this one to dealers.

For further information visit https://www.accc.gov.au/media or call the ACCC Infocentre on 1300 302 502.

REASONS FOR JUDGMENT

DERRINGTON J:

1 This application was brought by the Australian Competition and Consumer Commission (the ACCC) for orders in respect of certain alleged contraventions of s 48 of the *Competition and Consumer Act 2010* (Cth) (CCA) by the respondent (FE Sports). The Court has jurisdiction to grant the relief sought pursuant to s 39B of the *Judiciary Act 1903* (Cth) and s 86 of the CCA.

2 Section 48 of the CCA prohibits a corporation from engaging in “the practice of resale price maintenance”, as that term is defined in s 96 of the CCA. The ACCC alleged that FE Sports contravened that prohibition between, at least, 5 February 2017 and, at latest, 26 June 2019 (the Relevant Period) by:

(a) on 328 occasions, providing terms of trade to retail dealers or prospective retail dealers of cycling products and accessories to be supplied on a wholesale basis by FE Sports by which it made it known that it would not supply those goods unless the dealers agreed not to advertise the goods for sale below the recommended retail price (RRP) (which conduct constitutes resale price maintenance as described in ss 96(3)(a) and 96(7)(a)); and

(b) on 242 occasions, subsequently entered into agreements for the supply of goods to dealers, each of which included a term that the dealer would not advertise those goods for sale below the RRP (which conduct constitutes resale price maintenance as described in ss 96(3)(c) and 96(7)(a)).

3 FE Sports has admitted to having contravened s 48 of the CCA in the manner alleged by the ACCC. The parties have also made an agreement for the purposes of s 191 of the *Evidence Act 1995* (Cth) as to the facts relevant to the admitted contraventions.

4 The parties now jointly ask the Court to make findings in respect of the admitted contraventions and, based on those findings, to make orders in respect of the contraventions by FE Sports, including declaratory and injunctive relief, the imposition of a pecuniary penalty, and certain other corrective orders.

5 For the reasons set out below, the orders proposed by the parties are appropriate in the circumstances and ought to be made.

# BACKGROUND

6 The ACCC commenced this proceeding in October 2020 by way of an originating application and a concise statement alleging that FE Sports’ had contravened the prohibition in s 48 of the CCA by engaging in the practice of resale price maintenance.

7 In its concise statement in response filed on 18 November 2021, FE Sports admitted to having contravened s 48, but disputed the number of contraventions that had occurred and alleged certain facts in mitigation as to the consequences of the contraventions. FE Sports also consented to some, but not all, of the orders sought in the originating application.

8 By the first case management hearing on 19 November 2021, the only issues in dispute were the number of contraventions and the appropriate orders to be made in respect of those found to have occurred. Orders were made by consent for the filing and service of evidence and submissions in relation to the appropriate orders and the matter was listed for hearing.

9 Approximately three weeks prior to the hearing, the parties advised the Court by email of their having reached an agreement as to the appropriate orders. Accordingly, consent orders were made in chambers for the filing of joint submissions as to the appropriate orders (the Joint Submissions). Those Joint Submissions were filed in due course along with an amended version of a statement of agreed facts and admissions (ASAFA), the original of which had earlier been filed in the proceeding.

# AGREED FACTS AND ADMISSIONS

10 The following findings may be made based on the ASAFA.

## FE Sports

11 FE Sports commenced its business activities in and around 2000.

12 It predominantly sells wholesale bike parts and cycling accessories.

13 It is, and was throughout the Relevant Period, a wholesale supplier of approximately 24 brands of bikes, bike parts and accessories to approximately 565 dealers.

14 These proceedings relate to 328 agreements either offered to be entered into or entered into with 246 dealers across Australia.

15 Those agreements concerned only five brands: “Wahoo” (also referred to in the ASAFA as “Wahoo Fitness”), “Pirelli” (also referred to as “Pirelli PZero” or “Pirelli PZero Velo”), “Stages”, “3T”, and “100%” (also referred to as “100 Percent”) (the Brands).

16 At all times during the Relevant Period, all of the shares in FE Sports were held by Mr Branko Brkic and his wife, Mrs Keren Brkic.

## Dealer Agreements

### The terms of the Dealer Agreements

17 In the Relevant Period, prior to supplying a particular Brand’s products to a dealer, FE Sports provided the dealer with a written document setting out the proposed terms and conditions of supply in respect of the specific products (the Dealer Agreements).

18 As the Dealer Agreements were specific to particular Brand’s products, any one dealer may have had multiple Dealer Agreements with FE Sports (i.e. one for each Brand of products to be supplied by FE Sports to the dealer).

19 There was some variation between the Dealer Agreements depending on the Brand of products to be supplied.

20 In the Relevant Period, 259 Dealer Agreements were sent to dealers in respect of the supply of 3T, 100% and Stages products, most of which contained the following term (Term 1):

The Dealer is permitted to advertise and promote [Brand] products through its internet home page provided that no reference is made to a price other than RRP. Under no circumstances is a [Brand] product to be advertised for sale by the Dealer at a discount.

21 In the Relevant Period, Dealer Agreements were sent to five dealers in respect of the supply of Wahoo products which contained the following term (Term 2):

The Dealer is permitted to advertise and promote Wahoo Fitness Products through its internet home page at any price that is not less than the RRP. Under no circumstances is a Wahoo Fitness Product to be advertised for sale by the Dealer at a discount or via any auction website. Further the Dealer agrees that a breach of this term prohibiting the advertising of Wahoo Fitness Products on the internet at less than the RRP is fundamental and will lead to immediate termination of the Agreement without notice.

22 Term 2 did not appear in the other 80 Dealer Agreements for Wahoo products.

23 In the Relevant Period, 64 Dealer Agreements were sent to dealers in respect of the supply of Pirelli products, most of which contained the following term (Term 3):

The Dealer is permitted to advertise and promote Pirelli PZero Velo Products through its internet home page provided that no reference is made to a price other than the RRP. Under no circumstances is a Pirelli PZero Velo Product to be advertised for sale by the Dealer at a discount.

24 The Dealer Agreements described in the preceding paragraphs did not define the term ‘RRP’, nor were the RRPs for products specified in the Dealer Agreements.

25 During the Relevant Period, FE Sports maintained a master price list of RRPs which it updated from time to time (the Master Price List). The Master Price List was accessible by all dealers through the FE Sports website located at the URL www.fesports.com.au (the Website).

26 During the Relevant Period, FE Sports also provided each dealer to which one or more Dealer Agreements was sent with log-in access to a restricted part of the Website in which the applicable RRP for each of a Brand’s products was specified and through which dealers could place orders.

27 In each of the cases referred below where a dealer was sent a Dealer Agreement during the Relevant Period and where an agreement was made with that dealer based on a Dealer Agreement, the term “RRP” as used in the Dealer Agreement meant the RRP according to the Master Price List available to dealers through the Website.

### Dealer Agreements provided to dealers

28 During the Relevant Period, FE Sports provided to dealers:

(a) in relation to 3T products, 169 Dealer Agreements which contained Term 1;

(b) in relation to 100% products, 44 Dealer Agreements which contained Term 1;

(c) in relation to Stages products, 46 Dealer Agreements which contained Term 1;

(d) in relation to Wahoo products, five Dealer Agreements which contained Term 2; and

(e) in relation to Pirelli products, 64 Dealer Agreements which contained Term 3.

29 A table particularising the 328 Dealer Agreements provided to dealers during the Relevant Period as described above is set out in Schedule 1 to these reasons.

### Entry into Dealer Agreements

30 FE Sports proceeded to enter into agreements with some of the dealers who had been provided with a Dealer Agreement as described above.

31 Those dealers placed an order for supply, which was accepted by FE Sports in accordance with the following terms of the Dealer Agreements:

(1) “*The Dealer’s placement of an order or conduct of business in accordance with this Agreement following receipt of this Agreement will constitute an offer by the Dealer to become a retailer of [Brand]’s products.*”

(2) “*The Offer shall be accepted by FE Sports when it confirms acceptance of the Dealer’s offer in writing or by electronic means or starts to provide the goods or otherwise acts in accordance with this Agreement.*”

32 In respect of the allegations in the ACCC’s concise statement in the Relevant Period:

(a) in relation to 3T products, FE Sports entered into 122 Dealer Agreements by a dealer placing an order for supply;

(b) in relation to 100% products, FE Sports entered into 25 Dealer Agreements by a dealer placing an order for supply;

(c) in relation to Stages products, FE Sports entered into 35 Dealer Agreements by a dealer placing an order for supply;

(d) in relation to Wahoo products, FE Sports entered into five Dealer Agreements by a dealer placing an order for supply; and

(e) in relation to Pirelli products, FE Sports entered into 55 Dealer Agreements by a dealer placing an order for supply.

33 A table particularising the Dealer Agreements that were entered into by dealers placing an order for supply is set out in Schedule 2 to these reasons.

## Admitted contraventions

34 In the ASAFA, FE Sports admits that, by engaging in the conduct outlined above:

(a) on 328 occasions, it made it known to a dealer that it would not supply goods to the dealer unless the dealer agreed not to advertise for sale those goods at a price less than the RRP, and on each such occasion, it engaged in the practice of resale price maintenance as described in ss 96(3)(a) and 96(7)(a) of the CCA, in contravention of s 48 of the CCA; and

(b) on 242 occasions (which is a subset of the occasions referred to in the previous paragraph), FE Sports entered into agreements for the supply of goods to a dealer, being an agreement one of the terms of which was that the dealer would not advertise for sale the goods at a price less than the RRP, and on each such occasion, it engaged in the practice of resale price maintenance as described in ss 96(3)(c) and 96(7)(a) of the CCA, in contravention of s 48 of the CCA.

## Other facts relevant to relief

### Background to the admitted contraventions

35 FE Sports received three letters from the ACCC in 2015 and 2016 specifically raising concerns about FE Sports’ conduct. Copies of those letters were attached to the ASAFA.

36 In a letter dated 23 March 2015, the ACCC advised FE Sports that it had received a complaint that FE Sports may have contravened the CCA by seeking to induce a reseller not to sell a particular product below a specified price. The letter attached a media release concerning a recent ACCC investigation in relation to resale price maintenance by several importers and wholesalers of bicycle parts and accessories and a factsheet providing further information in relation to resale price maintenance.

37 The letter stated that the ACCC had not sought to independently verify the complaint and did not propose to investigate it at that time. Instead, it indicated the purpose of the letter as being to bring to FE Sports’ attention its obligations under the CCA, thereby providing it with an opportunity to review and, if necessary, adjust its business practices. However, the ACCC did advise that it may take formal action if it received evidence in future that FE Sports had engaged in similar conduct.

38 In a letter dated 30 September 2015, the ACCC advised FE Sports that it had received a further complaint that FE Sports had engaged in resale price maintenance, specifically by:

(a) entering into an agreement that prohibited a dealer from advertising or promoting Wahoo products on the internet at less than the RRP; and

(b) withholding supply of Wahoo products to the dealer for the reason that it had advertised those products below the RRP.

39 The letter also requested various items of information from FE Sports with respect to its Dealer Agreements and business practices in relation to dealers advertising and promoting products at or below a specified RRP.

40 FE Sports appears to have responded to the ACCC’s letter of 30 September 2015 by way of a letter from its legal representatives dated 16 October 2015 (which was not attached to the ASAFA). In a response dated 28 October 2015, the ACCC advised that the information provided by FE Sports was incomplete and requested further information concerning the matters referred to above.

41 In a letter dated 27 April 2016, the ACCC advised FE Sports that it had again received a complaint that FE Sports may have engaged in resale price maintenance contrary to the CCA by entering into supply agreements with retailers that included a term that required retailers not to sell goods supplied at a price less than a specified RRP. The letter was otherwise in similar terms to the ACCC’s letter of 23 March 2015 and attached a factsheet providing further information in relation to resale price maintenance.

42 It is not in dispute that, in or around February 2016, FE Sports changed its template Dealer Agreements so that the templates did not include any of Terms 1, 2 or 3.

43 The Dealer Agreements containing Terms 1, 2 and 3 which are the subject of these proceedings were provided to dealers by Mr Danny Brkic, a former member of FE Sports’ management team who was described as the “Marketing Manager”. Mr Brkic did not use the new template Dealer Agreements referred to above in relation to the Dealer Agreements provided to Dealers as particularised in Schedule 1 to these reasons.

44 The ACCC accepts that no current directors or other members of the FE Sports management team were aware that Terms 1, 2 or 3 were still in the Dealer Agreements being used by Mr Danny Brkic. It was however conceded by FE Sports and its directors that they should have known of that fact. They also conceded that the directors or other management team members did not take any appropriate steps to oversee this aspect of Mr Danny Brkic’s work or to seek to ensure that the agreements complied with the law, despite senior management of FE Sports being aware of the ACCC’s correspondence with FE Sports which raised issues in 2015 and 2016.

45 When FE Sports became aware of the terms in the Dealer Agreements (on 1 October 2020), it sent new Dealer Agreements to Dealers for 3T, Wahoo, Pirelli and 100% (Stages is no longer supplying FE Sports) together with a covering email which noted that FE Sports was providing revised terms of the Dealer Agreements.

46 To prevent reoccurrence, FE Sports now has a policy requiring that a director must sign off on any Dealer Agreements.

### FE Sports’ size and financial position

47 FE Sports has 30 employees.

48 FE Sports’ revenue, gross profit and EBITDA for the 2018 and 2019 financial years were as follows:

|  |  |  |
| --- | --- | --- |
|  | **FY 2017–2018** | **FY 2018–2019** |
| **Revenue** | $15,764,241 | $20,285,707 |
| **Gross Profit** | $4,053,024 | $4,760,668 |
| **EBITDA** | $437,804 | $389,759 |

### Co-operation with the ACCC

49 FE Sports co-operated with the ACCC during its investigation as follows:

(a) in response to an ACCC request for submissions with respect to its proposed legal action against it, FE Sports provided submissions dated 29 September 2020 in which it admitted that its conduct contravened s 48 of the CCA; and

(b) FE Sports also admitted the contraventions in its concise statement in response filed on 18 November 2020.

### No prior findings of contraventions

50 The Court has not previously found any contraventions against FE Sports in relation to any provision of the CCA.

# AGREEMENT AS TO THE APPROPRIATE ORDERS

51 In *Commonwealth v Director, Fair Work Building Industry Inspectorate* (2015) 258 CLR 482 (*Commonwealth v Director*), a majority of the High Court explained the approach to be adopted when civil regulatory orders are sought on an agreed basis, reaffirming the practice of courts acting upon agreed penalty submissions (as explained in *NW Frozen Foods Pty Ltd v Australian Competition and Consumer Commission* (1996) 71 FCR 285 (*NW Frozen Foods*) and *Minister for Industry, Tourism and Resources v Mobil Oil Australian Pty Ltd* (2004) ATPR 41,993). The majority in *Commonwealth v Director* (at [46]) approved of the view expressed below in that case that “there is an important public policy involved in promoting predictability of outcome in civil penalty proceedings and that the practice of receiving and, if appropriate, accepting agreed penalty submissions increases the predictability of outcome for regulators and wrongdoers”, adding that “such predictability of outcome encourages corporations to acknowledge contraventions, which, in turn, assists in avoiding lengthy and complex litigation and thus tends to free the courts to deal with other matters and to free investigating officers to turn to other areas of investigation that await their attention”.

52 The majority also noted the very considerable scope in civil proceedings for parties to agree upon the facts and upon consequences (at [57]). They went on to state (at [58]):

… There is … no reason in principle or practice why civil penalty proceedings should be treated as an exception. **Subject to the court being sufficiently persuaded of the accuracy of the parties’ agreement as to facts and consequences, and that the penalty which the parties propose is an appropriate remedy in the circumstances thus revealed**, it is consistent with principle and … highly desirable in practice for the court to accept the parties’ proposal and therefore impose the proposed penalty…

(Emphasis added).

53 The parties jointly submit that the principles stated in *Commonwealth v Director* are not confined to agreed submissions in relation to pecuniary penalties and apply equally to other forms of civil regulatory orders. There is no reason in this case why that submission should not be accepted: the rationale underlying those principles applies with equal force to other forms of civil regulatory orders.

54 That position is also consistent with long-standing judicial support for agreed positions as to declarations, injunctions and similar orders in civil regulatory proceedings, having regard to the public interests explained in *NW Frozen Foods*: see e.g. *Australian Competition and Consumer Commission v Coles Supermarkets Australia Pty Ltd* [2014] FCA 1405 (*Coles Supermarkets*) at [75]; *Australian Competition and Consumer Commission v Real Estate Institute of Western Australia Inc* (1999) 161 ALR 79 at [1], [20] – [21], [29].

55 Joint submissions as to the appropriateness of relief similar to that sought in this case were also accepted in trade practices cases pre-dating *Commonwealth v Director*: see e.g. *Australian Competition and Consumer Commission v Mitsubishi Electric Australia Pty Ltd* [2013] FCA 1413 and *Australian Competition and Consumer Commission v NSK Australia Pty Ltd* [2014] FCA 453.

# CONTRAVENTIONS OF THE CCA

56 Section 48(1) of the CCA prohibits a corporation from engaging in “the practice of resale price maintenance”, a practice relevantly defined by s 96 in the following terms:

**96 Acts constituting engaging in resale price maintenance**

(1) Subject to this Part, a corporation (in this section called the supplier) engages in the practice of resale price maintenance if that corporation does an act referred to in any of the paragraphs of subsection (3).

…

(3) The acts referred to in subsections (1) and (2) are the following:

(a) the supplier making it known to a second person that the supplier will not supply goods to the second person unless the second person agrees not to sell those goods at a price less than a price specified by the supplier;

…

(c) the supplier entering into an agreement, or offering to enter into an agreement, for the supply of goods to a second person, being an agreement one of the terms of which is, or would be, that the second person will not sell the goods at a price less than a price specified, or that would be specified, by the supplier;

…

(7) A reference in any of paragraphs (3)(a) to (e), inclusive, including a reference in negative form, to the selling of goods at a price less than a price specified by the supplier shall be construed as including references to:

(a) the advertising of goods for sale at a price less than a price specified by the supplier as the price below which the goods are not to be advertised for sale;

…

57 It may be noted that amendments to ss 48 and 96 of the CCA since the admitted conduct occurred would not alter the operation of those provisions in this case had the conduct occurred later: see *Competition and Consumer Amendment (Competition Policy Review) Act 2017* (Cth), Sch 8, ss 1, 2 and 21.

58 FE Sports has admitted to having contravened s 48 during the Relevant Period by engaging in the conduct described in the ASAFA. In accordance with the approach described in *Commonwealth v Director*, the Court must nonetheless satisfy itself of the accuracy of those admissions: see at [58].

## Section 96(3)(a) – making it known

59 A corporation (the supplier) contravenes s 48 of the CCA by making it known to a second person that the supplier would not supply goods to the second person unless they agree not to advertise those goods at a price less than a price specified by the supplier (the practice described in ss 96(3)(a) and 96(7)(a)).

60 In *Australian Competition and Consumer Commission v Dermalogica Pty Ltd* (2005) 215 ALR 482 (*Dermalogica*), Goldberg J held that “agreement” in s 96(3)(a) of the *Trade Practices Act 1974* (Cth) (TPA), now the CCA, was not confined to “something resembling a negotiated contract or the explicit provision of an assurance”, but extended to “acquiescence or submission by the second person to a unilateral demand by the supplier” (at [50]). His Honour continued, stating (at [51]):

… **All that must be shown is that the supplier made it known that agreement by the second person not to discount is required to maintain supply**; it need not be shown that the supplier was even seeking acknowledgement that it had been made known, let alone any indication of the second person’s intended course of conduct in response to the making-known. **The provision requires only communication** **from the supplier to the second person**…

(Emphasis added).

61 By issuing Dealer Agreements which contained Terms 1, 2 or 3 to actual or prospective dealers, FE Sports made it known to them that it would not supply goods unless the dealer agreed not to advertise those goods for sale at a price less than that specified by FE Sports.

62 It is not necessary that a particular price below which the relevant goods must not be sold or advertised be specified when supplier makes the relevant matters known.

63 In *The Heating Centre Pty Ltd v Trade Practices Commission* (1986) 9 FCR 153 at 157, Lockhart and Wilcox JJ held that, for the purposes of s 96(3)(a), (b) or (f) of the TPA, the price may be specified by an anterior document, provided that the supplier in performing an act otherwise within sub-section (3) makes it clear that it is referring to that document.

64 In this case, the relevant price below which goods were not to be advertised was not specified in the Dealer Agreements beyond a reference to “RRP”. However, it is clear in that context that the reference to “RRP” was a reference to an RRP that would be specified from time to time by FE Sports on its website. This is sufficient for the purposes of ss 96(3)(a).

65 For the foregoing reasons, it has been established that FE Sports engaged in the practice of resale price maintenance as described in ss 96(3)(a) and 96(7)(a) in contravention of s 48 of the CCA on the 328 occasions particularised in Schedule 1 to these reasons.

## Section 96(3)(c) – entering into an agreement

66 In order to satisfy the Court that FE Sports contravened s 48 of the CCA by engaging in the conduct described in s 96(3)(c), it is necessary to establish that it entered into an agreement for the supply of goods to a dealer and that such agreement included a term of the nature described in that section (including by operation of s 96(7)(a)).

67 Here, the Dealer Agreements provided that a dealer’s placement of an order would constitute an offer to FE Sports to become a retailer of the relevant Brand’s products, and that such offers would be accepted by FE Sports when it confirmed its acceptance of the dealer’s offer or started to provide the relevant products. That is sufficient to constitute the entry into an agreement, even though acceptance is by conduct.

68 It has also been shown that, in relation to the 328 Dealer Agreements provided to dealers, dealers placed orders for supply which were subsequently met by FE Sports on 242 occasions. It follows that FE Sports entered into a relevant Dealer Agreement on 242 occasions.

69 Each of those agreements included a term in the form of Terms 1, 2 or 3, each of which was a term of the nature described in s 96(3)(c) (by operation of s 96(7)(a)), in that it prohibited the dealer from advertising goods at a price less than a price specified, or that would be specified, by FE Sports. While the relevant price was not specified in the Dealer Agreements beyond a reference to the undefined “RRP”, as has been mentioned, in the context of the circumstances between the parties, it is clear that “RRP” referred to the RRP that would be specified from time to time by FE Sports on its website.

70 It is to be observed that although the Dealer Agreements only prohibited the advertising of relevant products for sale below the RRP, s 96(7) of the CCA specifically attaches the prohibition in s 48(1) to that conduct.

71 For the foregoing reasons, it has been established that FE Sports engaged in the practice of resale price maintenance as described in ss 96(3)(c) and 96(7)(a) in contravention of s 48 of the CCA on the 242 occasions particularised in Schedule 2 to these reasons.

# APPROPRIATE ORDERS

## Declarations

72 The parties jointly submitted that the Court should make declarations to the effect that FE Sports had contravened s 48 of the CCA by engaging in the practice of resale price maintenance in the manner and on the occasions identified above.

73 The Court has a wide discretion to make declarations under s 21 of the *Federal Court of Australia Act 1976* (Cth) (the FCA Act): *Forster v Jododex Australia Pty Ltd* (1972) 127 CLR 421 (*Forster*) at 437 – 438; *Ainsworth v Criminal Justice Commission* (1992) 175 CLR 564 at 581 – 582. The preconditions to the exercise of that power are well known: see *Forster* at 437 – 438: and do not require repeating. Their application in the context of declarations of civil contraventions was thoroughly discussed in *ASIC v Axis International Management Pty Ltd* (2009) 178 FCR 485 (*Axis International*) at [23] – [43].

74 In the circumstances of the established contraventions, it is appropriate to make the declarations sought by the parties as:

(a) there is a real and not hypothetical question as to whether FE Sports contravened the provisions of the CCA which are the subject of the admitted contraventions (*Axis International* at [23]);

(b) as the relevant regulator discharging its functions in the public interest, the ACCC has a real interest in raising the question in this proceeding as to whether FE Sports has contravened s 48 of the CCA (*Axis International* at [26]); and

(c) FE Sports is a proper contradictor as the entity declared to have contravened the relevant provisions, notwithstanding its admission and agreement: *ACCC v MSY Technology Pty Ltd* (2012) 201 FCR 378 (*MSY Technology*) at [30] – [33]. There will be foreseeable consequences as the ACCC will have obtained a declaration of this Court expressing public disapproval of the contraventions of s 48 of the CCA (*Axis International* at [31]).

75 The declarations also have utility in setting out the particular liability found and the basis for the penalties ordered: see e.g. *Rural Press Ltd v Australian Competition and Consumer Commission* (2003) 216 CLR 53 at [95].

76 As the parties jointly submitted, the declarations are desirable and appropriate here because they will record the Court’s disapproval of the conduct, vindicate the concerns of consumers, assist the ACCC in carrying out the duties conferred on it by the CCA, assist in clarifying the law, and make clear to other would-be contraveners that such conduct is unlawful: see generally *Axis International* at [26] – [31], [42]; *Coles Supermarkets* at [77] – [79].

## Pecuniary penalty

77 On being satisfied that a person has contravened s 48, the Court may order them to pay to the Commonwealth such pecuniary penalty as it determines to be appropriate having regard to all relevant matters: CCA, s 76.

78 The parties jointly submitted that the appropriate penalty was the amount of $350,000, with $200,000 attributed to the “making it known” course of conduct and $150,000 attributed to the “entering an agreement” course of conduct. The difference between the two figures was explained on the basis of the former type of contravention being more numerous than the latter.

### Applicable principles

79 The parties made thorough submissions as to the appropriateness of the amount of $350,000.

80 The relevant principles set out in the Joint Submissions can be summarised as follows:

(1) The primary purpose of civil penalties is deterrence, both general and specific: *Commonwealth v Director* at [55], [59], [110]; *Trade Practices Commission v CSR Ltd* (1991) ATPR 41-076 (*TPC v CSR*) at 52,152; *Australian Competition and Consumer Commission v Reckitt Benckiser (Australia) Pty Ltd* (2016) 340 ALR 25 (*Reckitt*) at [153]. The achievement of this purpose depends on the penalty having the necessary “sting or burden”: *Australian Building and Construction Commissioner v Construction, Forestry, Mining and Energy Union* (2018) 262 CLR 157 at [116]. This is no different in the case of contraventions where commercial profit is the driver of the contravening conduct: *Australian Competition and Consumer Commission v TPG Internet Pty Ltd* (2013) 250 CLR 640 at [64] – [66]. There is a need to ensure that the penalty “is not such as to be regarded by that offender or others as an acceptable cost of doing business” and will deter them “from the cynical calculation involved in weighing up the risk of penalty against the profits to be made from contravention”: *Singtel Optus Pty Ltd v Australian Competition and Consumer Commission* (2012) 287 ALR 249 (*Singtel Optus*)at [62] – [63].

(2) In the case of resale price maintenance, a strong deterrent penalty is required because “Parliament has taken the view that resale price maintenance amounts to serious misconduct”: *Australian Competition and Consumer Commission v Netti Atom Pty Ltd* [2007] FCA 1945 at [7]. See also *Australian Competition and Consumer Commission v High Adventure Pty Ltd* [2005] FCAFC 247 (*High Adventure*)at [7]; *Australian Competition and Consumer Commission v OmniBlend Australia Pty Ltd* [2015] FCA 871 (*OmniBlend*) at [88]; *Australian Competition and Consumer Commission v Eternal Beauty Products Pty Ltd* [2012] FCA 1124 at [49]; *Australian Competition and Consumer Commission v TEAC Pty Ltd* [2007] FCA 1859 (*TEAC*) at [10].

(3) The imposition of a single penalty for multiple contraventions may be appropriate where separate acts, each giving rise to a separate contravention, are nonetheless so inextricably interrelated that they should be viewed as one multi-faceted ‘course of conduct’: *Australian Competition and Consumer Commission v Yazaki Corporation* (2018) 262 FCR 243 (*Yazaki*)at [234]. This is a means of avoiding double punishment for legally distinct, but overlapping contraventions. Whether separate contraventions should be viewed as a single course of conduct depends on a factual enquiry having regard to all of the circumstances: see e.g. *Construction, Forestry, Mining and Energy Union v Cahill* [2010] FCAFC 39 at [39] – [42]; *Yazaki* at [234] – [235].

(4) Where multiple penalties are to be imposed upon a particular wrongdoer, the totality principle is applied as a final check to ensure that the sum of the penalties is appropriate overall and does not exceed what is proper having regard to the totality of the contravening conduct: *Australian Competition and Consumer Commission v Optus Mobile Pty Ltd* [2019] FCA 106 at [41]. The penalties should be altered where their cumulative total is too high or low: *Australian Competition and Consumer Commission v Australian Safeway Stores Pty Ltd (No 4)* (2006) ATPR 42-101 at 44-634.

(5) The appropriateness of a penalty is to be determined “having regard to all relevant matters”: CCA, s 76(1). That section specifies several, non-exhaustive factors: the nature and extent of the act or omission and of any loss or damage suffered as a result of the act or omission; the circumstances in which the act or omission took place; and whether the person has previously been found by the Court in proceedings under Part VI or Part XIB to have engaged in any similar conduct.

(6) Numerous other relevant matters have been identified, largely based on the ‘French factors’ set out in *TPC v CSR*. A modified list has been developed in the consumer law context: *Singtel Optus* at [37]; *Coles Supermarkets* at [8]. Those factors comprise:

(a) the size of the contravening company;

(b) the deliberateness of the contravention and the period over which it extended;

(c) whether the contravention arose out of the conduct of senior management of the contravener or at some lower level;

(d) whether the contravener has a corporate culture conducive to compliance with the CCA as evidenced by educational programmes and disciplinary or other corrective measures in response to an acknowledged contravention;

(e) whether the contravener has shown a disposition to cooperate with the authorities responsible for the enforcement of the CCA in relation to the contravention;

(f) whether the contravener has engaged in similar conduct in the past;

(g) the financial position of the contravener; and

(h) whether the contravening conduct was systematic, deliberate or covert.

(7) A consideration of the actual and potential benefits from the wrongdoing will often also a relevant matter, being of primary relevance to whether a penalty has an appropriate deterrent value: see e.g. *Reckitt* at [149], [153]; *Australian Competition and Consumer Commission v Snowdale Holdings Pty Ltd (No 2)* [2017] FCA 834 at [66], [152] – [156].

(8) The maximum penalty payable by FE Sports for each contravention of s 48 is $10 million: CCA, s 76(1A)(b). The Court must give due regard to that figure, at least as an expression of the legislature’s policy regarding the seriousness of the proscribed conduct: *Coles Supermarkets* at [6]. See also *Markarian v The Queen* (2005) 228 CLR 357 at [31]; *Reckitt* at [154] – [155]; *Flight Centre Limited v Australian Competition and Consumer Commission (No 2)* (2018) 260 FCR 68 at [55]. The application of the “course of conduct” principle does affect the maximum penalty for each individual contravention which forms part of the course of conduct. The maximum penalty can provide a guide against which to consider the whole of the overlapping wrongdoing conduct: *Coles Supermarkets* at [82], [103]; *Australian Energy Regulator v Snowy Hydro Limited (No 2)* [2015] FCA 58 at [119].

(9) It may not be necessary, nor helpful, to address each of the factors above in a seriatim, free-standing way, particularly given the significant overlap between different factors. The critical requirement is that all relevant matters are in fact addressed, in substance and transparently.

(10) The reasoning process to be applied in deriving the appropriate penalty, or assessing the appropriateness of the agreed penalty, is one of “instinctive synthesis”: *Coles Supermarkets* at [6]. This process requires a weighing together of all factors, rather than a sequential, mathematical process.

### Consideration

#### Nature, extent and duration of the conduct

81 The conduct in which FE Sports has been found to have engaged, resale price maintenance, is serious: this is reflected in the significant maximum penalties imposed in relation to *per se* contraventions of s 48. That conduct occurred on a significant number of occasions, in relation to 328 Dealer Agreements and affecting 246 dealers over a period of almost two and a half years.

82 The parties jointly submit by way of mitigation that the conduct only affected a portion of FE Sports’ business (five of the 24 brands suppliers to dealers). Moreover, it did not withhold supply (within the meaning of s 96(3)(d)(ii)) from any dealers, a more serious form or an escalation of resale price maintenance: *OmniBlend* at [95].

#### Relevant circumstances, including deliberateness and the role of management

83 FE Sports did deliberately provide the Dealer Agreements to dealers, but did not have in place any broader and explicit corporate strategy to deliberately undertake resale price maintenance. Its Marketing Manager was directly involved in, and responsible for, all of FE Sports’ conduct which is the subject of these proceedings. That person is no longer employed by FE Sports.

#### Amount of loss or damage caused

84 Specific loss or damage need not be found in order to establish liability pursuant to s 48, nor to impose a penalty. In this case, there is no evidence that any specific loss or damage occurred. However, such absence is not a mitigating factor in the imposition of penalties: see generally *TEAC* at [29]. Given the manner in which resale price maintenance distorts the forces of competition that would otherwise be expected to occur, the conduct is inherently harmful even if specific loss or damage is not quantifiable: *High Adventure* at [7].

#### Size of contravening company and financial position

85 It is fair to characterise FE Sports as a small to medium enterprise with 30 employees. Nonetheless, it had substantial and growing revenue and gross profits over the relevant years during which the contravening conduct occurred.

86 When considered against the size of FE Sports’ business, the proposed penalty is sufficiently large that it could not be seen as a mere cost of doing business.

#### Deterrence

87 The consideration of deterrence, both general and specific, point to the need for a penalty in the agreed amount of $350,000.

88 The parties identified several matters as supporting the need for specific deterrence: the contravening conduct occurred after FE Sports received the letters from the ACCC; the conduct was frequent, widespread and occurred over a prolonged period of time; FE Sports is a profitable business; the conduct is not of a kind that can be easily checked or monitored (absent an investigation or a complaint being made); and a penalty is more likely to encourage FE Sports’ senior management to be more proactive in ensuring compliance with the CCA.

89 The proposed penalty amount is also calculated to achieve general deterrence. When considered against the size of FE Sports’ business, it is sufficiently large that it would not be seen as a mere cost of doing business. Rather, it would send a signal of a kind that would make the risk/benefit equation sufficiently unpalatable to secure voluntary compliance by potential wrongdoers. It would also send a warning to other businesses that they cannot, by non-compliance, gain an advantage over those who do comply: *Reckitt* at [149] – [152].

#### Whether the person has previously been found by the Court to have engaged in similar conduct

90 FE Sports has not previously been found by the Court to have contravened the CCA.

#### Co-operation

91 FE Sports has co-operated with the ACCC through the conduct noted above, as well as by agreeing to joint submissions in relation to the appropriate orders.

92 The agreed penalty proposed by the parties has been calculated on the basis that a penalty of $500,000 would be appropriate. The discount of 30% appropriately reflects the early co-operation of FE Sports.

#### Course of conduct

93 Although each of the 328 instances of “making it known” and the 242 instances of “entering into an agreement” involved separate contraventions of s 48, it is appropriate in this case that those contraventions be considered cumulatively as two courses of conduct as the parties jointly submitted. This appropriately takes into account the overlapping nature of the contraventions in each category.

#### Totality

94 In this case, the parties correctly submitted that the proposed penalty takes into account the grouping of the penalties into two courses of conduct (which appropriately addresses any relevant overlap in the contraventions), and the sum of the penalties involved does not exceed what is proper having regard to the totality of the contravening conduct.

#### Other cases

95 The consideration of the pecuniary penalty imposed in other cases is rarely of more than limited assistance in assessing the appropriateness of an agreed penalty or determining the appropriate pecuniary penalty to impose: *Flight Centre* at [234]; *Yazaki* at [237]; *NW Frozen Foods* at 295 – 296; *Chief Executive Officer of the Australian Transaction Reports and Analysis Centre v Westpac* *Banking Corporation* [2020] FCA 1538 at [189]. As the parties submitted, the assistance that is to be derived from such comparisons may be even less where the Court has imposed a pecuniary penalty by reference to an agreed range or figure. What is sought in the comparison to other cases is the consistent application of principle: *McDonald v Australian Building and Construction Commissioner* (2011) 2020 IR 467 at [23] – [25].

96 Subject to those admonitions, the Joint Submissions referred to two cases that were said to bear factual similarity to the present case, being *Australian Competition and Consumer Commission v Telwater* *Pty Ltd* [2009] FCA 263 and *Australian Competition and Consumer Commission v Chaste* *Corporation Pty Ltd (in liq)* [2005] FCA 1212. Those cases were each decided more than ten years ago. Nonetheless, they do provide at least some comfort in this case insofar as they do not indicate that the penalty proposed is outside the appropriate range.

### Conclusion

97 Having regard to the matters above, it is appropriate that FE Sports be ordered to pay a penalty of $350,000 pursuant to s 76 of the CCA as proposed. That amount reflects the seriousness of the contravening conduct, achieves the goals of specific and general deterrence, and will not be regarded as “an acceptable cost of doing business”. It also makes appropriate allowance for mitigating circumstances, including the absence of any proven loss or damage, FE Sports’ cooperation with the ACCC by its early admissions, and the conduct not being at the most serious end of the scale.

## Injunctions

98 The Court may grant an injunction pursuant to s 80 of the CCA “in such terms as the court considers appropriate” if it is satisfied that a person has engaged in conduct that constitutes a contravention of a provision of Part IV of the CCA. It also has a general power pursuant to s 23 of the FCA Act to make orders it considers appropriate.

99 The exercise of either of those powers is not dependent upon there being an expectation that the conduct may be continued: CCA, s 80(4)(a); *Valve Corporation v Australian Competition and Consumer Commission* [2017] FCAFC 224 at [224].

100 The parties jointly submit that the Court ought to grant injunctions restraining FE Sports:

(a) from seeking to enforce a term in any agreement that a dealer not advertise goods for sale below the RRP; and

(b) for a period of five years, whether by itself or its directors, servants, agents, employees or otherwise howsoever, from:

(i) making it known that it will not supply goods unless a dealer or retailer agrees not to sell or advertise those goods at a price less than the RRP communicated by FE Sports; or

(ii) entering into agreements for the supply of goods to dealers and retailers, one of the terms of which is that the dealer or retailer would not sell or advertise the goods at a price less than the RRP communicated by FE Sports.

101 The first injunction is directed at preventing FE Sports from enforcing any term of a Dealer Agreement already in existence which provides that a dealer not advertise goods for sale below the RRP. The second is directed at preventing it from engaging in further resale price maintenance.

102 Injunctions in the terms proposed are appropriate in the circumstances of this case, as their operation would have a close nexus to the contravening conduct, they are designed to deter repetition of the same or similar contravening conduct, and they are clearly expressed and can be readily obeyed without a need for Court supervision. The proposed injunctions also do not extend beyond what is necessary to prevent repetition of the same or similar conduct.

## Compliance program

103 The parties jointly submit that FE Sports should be ordered to establish an education, training and CCA compliance program for employees or other persons involved in FE Sports’ business (in accordance with the form annexed to the draft orders in the Joint Submissions).

104 Such an order is in the nature of a “probation order” for the purposes of s 86C of the CCA. The Court may make such an order in relation to a person who has contravened Part IV: s 86C(1).

105 The considerations relevant to the exercise of the power were summarised by Gordon J in *Australian Competition and Consumer Commission v Sontax Australia (1988) Pty Ltd* [2011] FCA 1202 (at [36]).

106 Having regard to those considerations, it is appropriate that the order agreed upon by the parties be made as:

(a) the contraventions occurred despite the ACCC having already sent letters to FE Sports regarding resale price maintenance and potential contraventions of the CCA. The compliance program will improve company-wide awareness of the prohibition in s 48 of the CCA and enhance FE Sports’ ability to secure compliance with that prohibition, with a view to minimising the risk of similar conduct occurring in the future;

(b) the operation of the order has a clear nexus to the contravening conduct in that it requires annual reviews and education in relation to compliance with s 48 of the CCA;

(c) the proposed compliance program is set out with sufficient clarity that it is able to be performed; and

(d) it is in the public interest that FE Sports be required to conduct annual reviews and education in relation to the compliance program, having regard to the nature of the potential harm caused by the wrongdoing.

## Corrective letters

107 The parties also jointly submit that FE Sports should be ordered to send corrective letters to dealers who were sent the Dealer Agreements the subject of these proceedings (in the form of a draft letter annexed to the draft orders in the Joint Submissions). The Joint Submissions described such an order as being in the nature of an “adverse publicity order” for the purposes of s 86D of the CCA.

### The source of power

108 At the hearing, an issue arose as to the source of the Court’s power to make an order requiring FE Sports to send corrective letters. There is no doubt the Court has power, it being specifically provided for in s 86C(2)(c). That section is headed “Non-punitive orders”. Conversely, s 86D is headed “Punitive orders – adverse publicity”. It confers power on the Court to make an adverse publicity order which is defined as follows by s 86D(2):

(2) In this section, an ***adverse publicity order***, in relation to a person, means an order that:

(a) requires the person to disclose, in the way and to the persons specified in the order, such information as is so specified, being information that the person has possession of or access to; and

(b) requires the person to publish, at the person’s expense and in the way specified in the order, an advertisement in the terms specified in, or determined in accordance with, the order.

109 It is noted that sub-paragraph (a) is in identical terms to s 86C(2)(c) and, standing alone, would appear to contemplate the making of an order to send corrective letters. However, s 86D(2) features the conjunctive “and” whereas the proposed form of the orders agreed between the parties does not contemplate the publication of an advertisement by FE Sports (although it was contemplated by the relief sought in the ACCC’s originating application).

110 Senior Counsel for the ACCC did identify an argument as to why s 86D may still be the correct source of power. First, the section heading of s 86D refers to “[p]unitive orders” whereas that of s 86C refers to “[n]on-punitive orders” although the import of that is not great. Such headings do form part of Commonwealth Acts: *Acts Interpretation Act 1901* (Cth), s 13(1). As to the use that may be made of them, see DC Pearce, *Statutory Interpretation in Australia* (9th ed, LexisNexis Butterworths, 2019) at [4.71] and D Feldman, D Bailey & L Norbury, *Bennion, Bailey and Norbury on Statutory Interpretation* (8th ed, LexisNexis Butterworths, 2020) at 539 – 543. More importantly, Mr Free SC observed that s 86D appears to adopt the structure of s 86C (which also uses the conjunctive “and”) without also adopting the same chapeau (which critically changes the effect of using “and” in s 86C(2)). This may indicate an oversight in drafting rather than intention to restrict the Court’s power to craft appropriate orders.

111 As Mr Free SC for the ACCC submitted, where the correct source of a power, but not its existence is, in doubt, the safest approach is to not refer to the source of the power in the relevant order. That is the approach that has been adopted here. This also avoids prematurely reaching a conclusion where the parties did not join issue and the Court did not have the benefit of more fulsome submissions on the point. It also bears noting that any doubt about whether an order pursuant to s 86D *must* be in terms which require the publication of an advertisement could easily be remedied by a simple amendment to s 86D(2).

### The proposed order

112 The proposed letters will inform dealers who were or are party to the Dealer Agreements that are the subject of these proceedings that:

(a) the relevant conduct contravened the CCA;

(b) the specific provisions are illegal;

(c) the dealers are free to advertise or offer for sale goods supplied by FE Sports at a price less than the RRP; and

(d) there will be no consequences if a dealer does advertise or supply goods supplied by FE Sports at a discount to the RRP.

113 In the circumstances, it is appropriate that FE Sports be required to send the corrective letters as proposed by the parties.

## Costs

114 The parties have agreed that FE Sports should pay an amount towards the ACCC’s costs in this proceeding within 30 days of the date of the Court’s orders. It is appropriate to make the costs order as agreed between the parties.

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| I certify that the preceding one hundred and fourteen (114) numbered paragraphs are a true copy of the Reasons for Judgment of the Honourable Justice Derrington. |

Associate:

Dated: 24 March 2021

# SCHEDULE 1: THE DEALER AGREEMENTS PROVIDED TO DEALERS

| **TERM 1** | | | | |
| --- | --- | --- | --- | --- |
|  | **Date** | **Agreement Title** | **Dealer** | **Brand** |
| 1. | 2/08/2018 | Dealer Agreement - 3T Bike and Components | Cycle Republica | 3T |
| 2. | 1/08/2018 | Dealer Agreement - 3T Bike and Components | Pedals Plus Gordon | 3T |
| 3. | 14/08/2018 | Dealer Agreement - 3T Bike and Components | Cheeky Bikes | 3T |
| 4. | 14/08/2018 | Dealer Agreement - 3T Bike and Components | Omega Cycleworks | 3T |
| 5. | 14/08/2018 | Dealer Agreement - 3T Bike and Components | Active Cycles | 3T |
| 6. | 14/08/2018 | Dealer Agreement - 3T Bike and Components | Two Wheel Industries | 3T |
| 7. | 23/08/2018 | Dealer Agreement - 3T Bike and Components | Life of Bikes | 3T |
| 8. | 15/08/2018 | Dealer Agreement - 3T Bike and Components | The Ride Cycles | 3T |
| 9. | 7/08/2018 | Dealer Agreement - 3T Bike and Components | Bastion Cycles | 3T |
| 10. | 2/08/2018 | Dealer Agreement - 3T Bike and Components | Orr & Co Cycles | 3T |
| 11. | 2/08/2018 | Dealer Agreement - 3T Bike and Components | Cyclescape Ballarat | 3T |
| 12. | 1/01/2018 | Dealer Agreement - 3T Bike and Components | Cyclescape Bendigo | 3T |
| 13. | 11/07/2018 | Dealer Agreement - 3T Bike and Components | Bicycle Express | 3T |
| 14. | 9/07/2018 | Dealer Agreement - 3T Bike and Components | Ash Hall Cycles | 3T |
| 15. | 28/07/2018 | Dealer Agreement - 3T Bike and Components | Spoke n Sprocket | 3T |
| 16. | 8/08/2018 | Dealer Agreement - 3T Bike and Components | Curve Cycling | 3T |
| 17. | 6/08/2018 | Dealer Agreement - 3T Bike and Components | Commuter Cycles | 3T |
| 18. | 10/08/2018 | Dealer Agreement - 3T Bike and Components | Just Ride Nerang | 3T |
| 19. | 9/08/2018 | Dealer Agreement - 3T Bike and Components | Ride Indooroopilly | 3T |
| 20. | 13/08/2018 | Dealer Agreement - 3T Bike and Components | My Ride Sunshine Coast | 3T |
| 21. | 13/08/2018 | Dealer Agreement - 3T Bike and Components | Cycle Zone | 3T |
| 22. | 18/07/2018 | Dealer Agreement - 3T Bike and Components | RT Cycles | 3T |
| 23. | 3/07/2018 | Dealer Agreement - 3T Bike and Components | Prova Cycles | 3T |
| 24. | 10/07/2018 | Dealer Agreement - 3T Bike and Components | Showgrounds Village Physiotherapy Pty Ltd | 3T |
| 25. | 12/07/2018 | Dealer Agreement - 3T Bike and Components | Salter Cycles | 3T |
| 26. | 25/07/2018 | Dealer Agreement - 3T Bike and Components | Bike Guru | 3T |
| 27. | 26/07/2018 | Dealer Agreement - 3T Bike and Components | Ultimate Cycle | 3T |
| 28. | 26/07/2018 | Dealer Agreement - 3T Bike and Components | Berry Mt Cycles | 3T |
| 29. | Undated | Dealer Agreement - 3T Bike and Components | The Bike Shack | 3T |
| 30. | 24/07/2018 | Credit No CM29141 | Erina Bikeworx | 3T |
| 31. | 30/07/2018 | Dealer Agreement - 3T Bike and Components | Bikeminded | 3T |
| 32. | 24/07/2018 | Dealer Agreement - 3T Bike and Components | Ride Ettalong | 3T |
| 33. | 26/07/2018 | Dealer Agreement - 3T Bike and Components | Bikeline | 3T |
| 34. | 27/07/2018 | Dealer Agreement - 3T Bike and Components | DG Cycles | 3T |
| 35. | 26/07/2018 | Dealer Agreement - 3T Bike and Components | I Ride Bikes | 3T |
| 36. | 18/07/2018 | Dealer Agreement - 3T Bike and Components | Mikes Bikes | 3T |
| 37. | 17/07/2018 | Dealer Agreement - 3T Bike and Components | Aspley Bike Shop | 3T |
| 38. | 24/07/2018 | Dealer Agreement - 3T Bike and Components | Cycle in Surgery | 3T |
| 39. | 24/07/2018 | Dealer Agreement - 3T Bike and Components | Bike Obsession | 3T |
| 40. | 16/07/2018 | Dealer Agreement - 3T Bike and Components | Velofix | 3T |
| 41. | 10/07/2018 | Dealer Agreement - 3T Bike and Components | Cyclery Studio | 3T |
| 42. | 9/07/2018 | Dealer Agreement - 3T Bike and Components | Turramurra Cyclery | 3T |
| 43. | 3/07/2018 | Dealer Agreement - 3T Bike and Components | Cycling Fitness Nutrition | 3T |
| 44. | 3/07/2018 | Dealer Agreement - 3T Bike and Components | Drift Bikes | 3T |
| 45. | 5/07/2018 | Dealer Agreement - 3T Bike and Components | Hawkesbury Cycles | 3T |
| 46. | 10/07/2018 | Dealer Agreement - 3T Bike and Components | Swim Bike Run | 3T |
| 47. | 5/07/2018 | Dealer Agreement - 3T Bike and Components | Bike Central | 3T |
| 48. | 21/06/2018 | Dealer Agreement - 3T Bike and Components | Tune BikeWorks | 3T |
| 49. | 6/06/2018 | Dealer Agreement - 3T Bike and Components | Play Bikes Workshop | 3T |
| 50. | 25/06/2018 | Dealer Agreement - 3T Bike and Components | Bike Passion | 3T |
| 51. | 28/06/2018 | Dealer Agreement - 3T Bike and Components | Albion Cycles | 3T |
| 52. | 28/06/2018 | Dealer Agreement - 3T Bike and Components | Woolys Wheels | 3T |
| 53. | 28/06/2018 | Dealer Agreement - 3T Bike and Components | MC Cyclery | 3T |
| 54. | 28/06/2018 | Dealer Agreement - 3T Bike and Components | Summit Cycles Sydney | 3T |
| 55. | 29/05/2018 | Dealer Agreement - 3T Bike and Components | Bikes at Brighton | 3T |
| 56. | 27/08/2018 | Dealer Agreement - 3T Bike and Components | (No name printed) | 3T |
| 57. | 7/09/2018 | Dealer Agreement - 3T Bike and Components | Tune Cycles | 3T |
| 58. | 18/10/2018 | Dealer Agreement - 3T Bike and Components | Fits in Cycle | 3T |
| 59. | 12/10/2018 | Dealer Agreement - 3T Bike and Components | Ivanhoe Cycles Hallam | 3T |
| 60. | 20/09/2018 | Dealer Agreement - 3T Bike and Components | Flemington Cycles | 3T |
| 61. | 4/09/2018 | Dealer Agreement - 3T Bike and Components | Saint Cloud | 3T |
| 62. | 15/08/2018 | Dealer Agreement - 3T Bike and Components | Ted's Bike Shop | 3T |
| 63. | 16/08/2018 | Dealer Agreement - 3T Bike and Components | Bike Ride | 3T |
| 64. | 14/08/2018 | Dealer Agreement - 3T Bike and Components | Cycling Mythology | 3T |
| 65. | 8/08/2018 | Dealer Agreement - 3T Bike and Components | Ride Advice Cyclery | 3T |
| 66. | 2/08/2018 | Dealer Agreement - 3T Bike and Components | Vital Cycles | 3T |
| 67. | 2/08/2018 | Dealer Agreement - 3T Bike and Components | Coast Cyclery | 3T |
| 68. | 1/08/2018 | Dealer Agreement - 3T Bike and Components | NRG Cycles | 3T |
| 69. | 24/07/2018 | Dealer Agreement - 3T Bike and Components | Frasers Cycles | 3T |
| 70. | 2/07/2018 | Dealer Agreement - 3T Bike and Components | Visione Cycles | 3T |
| 71. | 31/05/2018 | Dealer Agreement - 3T Bike and Components | Altitude Cycling & Fitness | 3T |
| 72. | 31/05/2018 | Dealer Agreement - 3T Bike and Components | Corry Cycles Pty Ltd | 3T |
| 73. | 31/05/2018 | Dealer Agreement - 3T Bike and Components | Kidsons Cycles | 3T |
| 74. | 5/06/2018 | Dealer Agreement - 3T Bike and Components | Cycles Galleria Brunswick East | 3T |
| 75. | 12/06/2018 | Dealer Agreement - 3T Bike and Components | AQ Bike | 3T |
| 76. | 12/06/2018 | Dealer Agreement - 3T Bike and Components | TBE | 3T |
| 77. | 12/07/2018 | Dealer Agreement - 3T Bike and Components | Salter Cycles | 3T |
| 78. | 13/07/2018 | Dealer Agreement - 3T Bike and Components | Darrell Wheeler Cycles | 3T |
| 79. | 6/07/2018 | Dealer Agreement - 3T Bike and Components | Rapido Cycles | 3T |
| 80. | 13/06/2018 | Dealer Agreement - 3T Bike and Components | The Bike Fit Studio | 3T |
| 81. | 5/07/2018 | Dealer Agreement - 3T Bike and Components | Bike Central | 3T |
| 82. | 25/06/2018 | Dealer Agreement - 3T Bike and Components | Wheeler Cycles Bathurst | 3T |
| 83. | 14/06/2018 | Dealer Agreement - 3T Bike and Components | Rival Bikes | 3T |
| 84. | 19/06/2018 | Dealer Agreement - 3T Bike and Components | PP Custom Bike Repair | 3T |
| 85. | 27/06/2018 | Dealer Agreement - 3T Bike and Components | Johnson Bicycles | 3T |
| 86. | 28/06/2018 | Dealer Agreement - 3T Bike and Components | Bairnsdale Bikes | 3T |
| 87. | 27/06/2018 | Dealer Agreement - 3T Bike and Components | Bicycle Centre South Morang | 3T |
| 88. | 26/06/2018 | Dealer Agreement - 3T Bike and Components | White Horse Cycle Works | 3T |
| 89. | 25/06/2018 | Dealer Agreement - 3T Bike and Components | Croydon Cycleworks | 3T |
| 90. | 31/05/2018 | Dealer Agreement - 3T Bike and Components | Bike Gallery | 3T |
| 91. | 14/06/2018 | Dealer Agreement - 3T Bike and Components | Euride Retail | 3T |
| 92. | 13/06/2018 | Dealer Agreement - 3T Bike and Components | Bike Station | 3T |
| 93. | 20/06/2018 | Dealer Agreement - 3T Bike and Components | Lonsdale Street Cyclery | 3T |
| 94. | 21/06/2018 | Dealer Agreement - 3T Bike and Components | Pushy Fyshwick | 3T |
| 95. | 20/06/2018 | Dealer Agreement - 3T Bike and Components | Onya Bike Woden | 3T |
| 96. | 20/06/2018 | Dealer Agreement - 3T Bike and Components | Onya Bike Belconnen | 3T |
| 97. | 21/06/2018 | Dealer Agreement - 3T Bike and Components | The Cyclery Fyshwick | 3T |
| 98. | 13/06/2018 | Dealer Agreement - 3T Bike and Components | Jet Cycles | 3T |
| 99. | 13/06/2018 | Dealer Agreement - 3T Bike and Components | Phantom Cycles | 3T |
| 100. | 10/06/2018 | Dealer Agreement - 3T Bike and Components | Avanti Plus Narrabeen | 3T |
| 101. | 12/06/2018 | Dealer Agreement - 3T Bike and Components | Cyclespot | 3T |
| 102. | 8/06/2018 | Dealer Agreement - 3T Bike and Components | Ashfield Cycles | 3T |
| 103. | Undated | Dealer Agreement - 3T Bike and Components | Park Bikes | 3T |
| 104. | 6/06/2018 | Dealer Agreement - 3T Bike and Components | Cycle Max | 3T |
| 105. | 6/06/2018 | Dealer Agreement - 3T Bike and Components | Lespit Cyclery | 3T |
| 106. | 29/05/2018 | Dealer Agreement - 3T Bike and Components | Cheeky Velosport | 3T |
| 107. | 5/06/2018 | Dealer Agreement - 3T Bike and Components | Vanilla Cycles | 3T |
| 108. | 4/06/2018 | Dealer Agreement - 3T Bike and Components | Happy Wheels | 3T |
| 109. | 5/06/2018 | Dealer Agreement - 3T Bike and Components | Wheelhaus | 3T |
| 110. | 6/06/2018 | Dealer Agreement - 3T Bike and Components | BS16 Bicycle Solutions | 3T |
| 111. | 15/06/2018 | Dealer Agreement - 3T Bike and Components | Giant Wollongong (Spearman Cycles) | 3T |
| 112. | 15/06/2018 | Dealer Agreement - 3T Bike and Components | Simple Cycles | 3T |
| 113. | 18/06/2018 | Dealer Agreement - 3T Bike and Components | Velocipede | 3T |
| 114. | 18/06/2018 | Dealer Agreement - 3T Bike and Components | The Odd Spoke | 3T |
| 115. | Undated | Dealer Agreement - 3T Bike and Components | The Fixed Wheel | 3T |
| 116. | 30/05/2018 | Dealer Agreement - 3T Bike and Components | Laurieton Cycles | 3T |
| 117. | 29/05/2018 | Dealer Agreement - 3T Bike and Components | Two Monkeys Cycling | 3T |
| 118. | 4/06/2018 | Dealer Agreement - 3T Bike and Components | Endeavour Cycles | 3T |
| 119. | Undated | Dealer Agreement - 3T Bike and Components | Bob Wallis Cycles | 3T |
| 120. | 31/05/2018 | Dealer Agreement - 3T Bike and Components | Rainbow Cycles | 3T |
| 121. | Undated | Dealer Agreement - 3T Bike and Components | Gordon Street Cycles | 3T |
| 122. | 30/05/2018 | Dealer Agreement - 3T Bike and Components | Forster Cycles | 3T |
| 123. | 29/05/2018 | Dealer Agreement - 3T Bike and Components | Cycling Projects | 3T |
| 124. | 29/05/2018 | Dealer Agreement - 3T Bike and Components | Chain Reaction | 3T |
| 125. | 12/06/2018 | Dealer Agreement - 3T Bike and Components | The Pedaler | 3T |
| 126. | 11/06/2018 | Dealer Agreement - 3T Bike and Components | Chain Gang | 3T |
| 127. | 14/06/2018 | Dealer Agreement - 3T Bike and Components | Semi Racer | 3T |
| 128. | 21/06/2018 | Dealer Agreement - 3T Bike and Components | Swim Ride Run Faster | 3T |
| 129. | 20/06/2018 | Dealer Agreement - 3T Bike and Components | Gold Coast Triathlete | 3T |
| 130. | 31/05/2018 | Dealer Agreement - 3T Bike and Components | West End Cycles | 3T |
| 131. | 31/05/2018 | Dealer Agreement - 3T Bike and Components | Artavilla Emporium | 3T |
| 132. | 19/06/2018 | Dealer Agreement - 3T Bike and Components | (Not specified; ABN belongs to West Beach Cycles) | 3T |
| 133. | 18/06/2018 | Dealer Agreement - 3T Bike and Components | Avantiplus Launceston | 3T |
| 134. | 18/06/2018 | Dealer Agreement - 3T Bike and Components | Cycle 2 Lifeinmotion | 3T |
| 135. | 21/06/2018 | Dealer Agreement - 3T Bike and Components | Ride Bellerive | 3T |
| 136. | Undated | Dealer Agreement - 3T Bike and Components | Cyclepath Australia Pty Ltd | 3T |
| 137. | 4/06/2018 | Dealer Agreement - 3T Bike and Components | Kaos Custom Bikes | 3T |
| 138. | 7/06/2018 | Dealer Agreement - 3T Bike and Components | Topgear Cycles | 3T |
| 139. | 12/06/2018 | Dealer Agreement - 3T Bike and Components | Pro-Motion Bicycles | 3T |
| 140. | 15/06/2018 | Dealer Agreement - 3T Bike and Components | Peak Cycles | 3T |
| 141. | 1/04/2019 | Dealer Agreement - 3T Bike and Components | Avanti Plus Collingwood | 3T |
| 142. | 5/03/2019 | Dealer Agreement - 3T Bike and Components | Cyclery Northside | 3T |
| 143. | 13/03/2019 | Dealer Agreement - 3T Bike and Components | BikeNow Pty Ltd | 3T |
| 144. | 31/01/2019 | Dealer Agreement - 3T Bike and Components | Sticky Bottle | 3T |
| 145. | 25/02/2019 | Dealer Agreement - 3T Bike and Components | O'mara Cycles | 3T |
| 146. | 7/11/2018 | Dealer Agreement - 3T Bike and Components | Chameleon Bike Adventures | 3T |
| 147. | 12/10/2018 | Dealer Agreement - 3T Bike and Components | Runwith | 3T |
| 148. | 5/09/2018 | Dealer Agreement - 3T Bike and Components | DNA Cycles | 3T |
| 149. | 23/08/2018 | Dealer Agreement - 3T Bike and Components | Cycleworld Australia Pty Ltd | 3T |
| 150. | 1/08/2018 | Dealer Agreement - 3T Bike and Components | The Body Mechanic | 3T |
| 151. | 26/06/2019 | Dealer Agreement - 3T Bike and Components | Stelvio Group | 3T |
| 152. | 5/06/2019 | Dealer Agreement - 3T Bike and Components | Chainbrain | 3T |
| 153. | 30/05/2019 | Dealer Agreement - 3T Bike and Components | Bike Tech Hervey Bay | 3T |
| 154. | 2/04/2019 | Dealer Agreement - 3T Bike and Components | M1 Cycles | 3T |
| 155. | 13/05/2019 | Dealer Agreement - 3T Bike and Components | Bicycle Centre Bendigo | 3T |
| 156. | 13/05/2019 | Dealer Agreement - 3T Bike and Components | Pedalheads Cycles | 3T |
| 157. | 22/01/2019 | Dealer Agreement - 3T Bike and Components | Ninning Position | 3T |
| 158. | 5/02/2019 | Dealer Agreement - 3T Bike and Components | Hampton Cycles | 3T |
| 159. | 29/01/2019 | Dealer Agreement - 3T Bike and Components | Jetnikoff | 3T |
| 160. | 17/01/2019 | Dealer Agreement - 3T Bike and Components | Ashgrove Cycles | 3T |
| 161. | 19/12/2018 | Dealer Agreement - 3T Bike and Components | Clarence Street Cyclery | 3T |
| 162. | 30/10/2018 | Dealer Agreement - 3T Bike and Components | Lecyclo Sportif | 3T |
| 163. | 30/10/2018 | Dealer Agreement - 3T Bike and Components | The Bicycle Detailer | 3T |
| 164. | 4/10/2018 | Dealer Agreement - 3T Bike and Components | My Ride Salisbury | 3T |
| 165. | 25/11/2018 | Dealer Agreement - 3T Bike and Components | Wembley Cycles | 3T |
| 166. | 26/11/2018 | Dealer Agreement - 3T Bike and Components | Mooro Cycles Pty Ltd | 3T |
| 167. | 20/09/2018 | Dealer Agreement - 3T Bike and Components | Flemington Cycles | 3T |
| 168. | 4/10/2018 | Dealer Agreement - 3T Bike and Components | Smith Street Velo | 3T |
| 169. | 11/09/2018 | Dealer Agreement - 3T Bike and Components | Le Service Course Bicycle Workshop | 3T |
| 170. | 8/02/2019 | Dealer Agreement - 100% | Cycle House | 100 Percent |
| 171. | 31/01/2019 | Dealer Agreement - 100% | Wheel House Bikes | 100 Percent |
| 172. | 22/01/2019 | Dealer Agreement - 100% | Cecil Walker Cycles | 100 Percent |
| 173. | 22/11/2018 | Dealer Agreement - 100% | Ash Hall Cycles | 100 Percent |
| 174. | 13/12/2018 | Dealer Agreement - 100% | Mornington Cycles | 100 Percent |
| 175. | 21/11/2018 | Dealer Agreement - 100% | Bicycle Centre Bendigo | 100 Percent |
| 176. | 9/11/2018 | Dealer Agreement - 100% | Wheelhaus | 100 Percent |
| 177. | 6/11/2018 | Dealer Agreement - 100% | West Beach Cycles | 100 Percent |
| 178. | 8/11/2018 | Dealer Agreement - 100% | Bicycle Riders | 100 Percent |
| 179. | 2/11/2018 | Dealer Agreement - 100% | Matt King Ent Pty Ltd | 100 Percent |
| 180. | 27/11/2018 | Dealer Agreement - 100% | West End Cycles | 100 Percent |
| 181. | 9/11/2018 | Dealer Agreement - 100% | Pro-Motion Bicycles | 100 Percent |
| 182. | 30/11/2018 | Dealer Agreement - 100% | Topgear Cycles | 100 Percent |
| 183. | 22/11/2018 | Dealer Agreement - 100% | Wheel Heat | 100 Percent |
| 184. | 19/11/2018 | Dealer Agreement - 100% | Cyclepath Australia Pty Ltd | 100 Percent |
| 185. | Undated | Dealer Agreement - 100% | Cycle in Surgery | 100 Percent |
| 186. | 4/12/2018 | Dealer Agreement - 100% | The Bike Station | 100 Percent |
| 187. | 6/12/2018 | Dealer Agreement - 100% | Bicycle Fix | 100 Percent |
| 188. | 10/01/2019 | Dealer Agreement - 100% | My Ride Salisbury | 100 Percent |
| 189. | 16/01/2019 | Dealer Agreement - 100% | Euride Retail | 100 Percent |
| 190. | 25/01/2019 | Dealer Agreement - 100% | Cycle Inn Pty Ltd | 100 Percent |
| 191. | 30/01/2019 | Dealer Agreement - 100% | Cafe Cycles Company | 100 Percent |
| 192. | 10/01/2019 | Dealer Agreement - 100% | Cycle Station Albury | 100 Percent |
| 193. | 29/01/2019 | Dealer Agreement - 100% | Whitehorse Cycle Works | 100 Percent |
| 194. | 8/01/2019 | Dealer Agreement - 100% | Giant Frankston | 100 Percent |
| 195. | 8/03/2019 | Dealer Agreement - 100% | Drift Bikes | 100 Percent |
| 196. | 20/02/2019 | Dealer Agreement - 100% | Bike Culture Gungahlin | 100 Percent |
| 197. | 7/02/2019 | Dealer Agreement - 100% | Bendigo Cycles | 100 Percent |
| 198. | 30/01/2019 | Dealer Agreement - 100% | Blackman Bicycles | 100 Percent |
| 199. | 12/02/2019 | Dealer Agreement - 100% | Cyclery Studio | 100 Percent |
| 200. | 14/02/2019 | Dealer Agreement - 100% | Blackman Bicycles | 100 Percent |
| 201. | 30/01/2019 | Dealer Agreement - 100% | Blackman Bicycles | 100 Percent |
| 202. | 23/01/2019 | Dealer Agreement - 100% | Giant Wollongong (Spearman Cycles) | 100 Percent |
| 203. | Undated | Dealer Agreement - 100% | Steel City Cycles | 100 Percent |
| 204. | 6/03/2019 | Dealer Agreement - 100% | Bob Wallis Cycles | 100 Percent |
| 205. | 7/02/2019 | Dealer Agreement - 100% | Rainbow Cycles | 100 Percent |
| 206. | 5/12/2018 | Dealer Agreement - 100% | Park Bikes | 100 Percent |
| 207. | 23/01/2019 | Dealer Agreement - 100% | DNA Cycles | 100 Percent |
| 208. | 26/02/2019 | Dealer Agreement - 100% | The Cycling Fix | 100 Percent |
| 209. | 9/04/2019 | Dealer Agreement - 100% | Wild Ride Cycles | 100 Percent |
| 210. | 28/03/2019 | Dealer Agreement - 100% | Omega Cycleworks | 100 Percent |
| 211. | 4/07/2017 | Dealer Agreement - 100% | Oxley Cycles | 100 Percent |
| 212. | 30/05/2019 | Dealer Agreement - 100% | Beenleigh BMX Club Inc. | 100 Percent |
| 213. | 5/06/2019 | Dealer Agreement - 100% | Cycle Inn Pty Ltd | 100 Percent |
| 214. | 23/05/2018 | Dealer Agreement - Stages Cycling | Fitzroy Cycles Carnegie | STAGES |
| 215. | 8/08/2017 | Dealer Agreement - Stages Cycling | AQ Bike | STAGES |
| 216. | 2/05/2017 | Dealer Agreement - Stages Cycling | Avanti Plus North Brisbane | STAGES |
| 217. | 4/07/2017 | Dealer Agreement - Stages Cycling | Avanti Plus Sunshine Coast | STAGES |
| 218. | 17/05/2018 | Dealer Agreement - Stages Cycling | Gold Coast Triathlete | STAGES |
| 219. | 6/11/2017 | Dealer Agreement - Stages Cycling | Ride Indooroopilly | STAGES |
| 220. | 3/05/2017 | Dealer Agreement - Stages Cycling | Trilogy Cycles | STAGES |
| 221. | 16/10/2017 | Dealer Agreement - Stages Cycling | Visione Cycles | STAGES |
| 222. | 24/07/2017 | Dealer Agreement - Stages Cycling | Swan Hill Bikes and Trikes | STAGES |
| 223. | 14/02/2019 | Dealer Agreement - Stages Cycling | Bicycle Centre Belmont | STAGES |
| 224. | 15/05/2019 | Dealer Agreement - Stages Cycling | Bikefix Mobile Geelong and Surf Coast | STAGES |
| 225. | 5/02/2018 | Dealer Agreement - Stages Cycling | Bike Force Docklands | STAGES |
| 226. | Undated | Dealer Agreement - Stages Cycling | Croydon Cycleworks | STAGES |
| 227. | 14/09/2017 | Dealer Agreement - Stages Cycling | Cycles Galleria Brunswick East | STAGES |
| 228. | 31/08/2017 | Dealer Agreement - Stages Cycling | East End Wheelers | STAGES |
| 229. | 19/06/2018 | Dealer Agreement - Stages Cycling | Derrico Cycles | STAGES |
| 230. | 18/08/2017 | Dealer Agreement - Stages Cycling | Ivanhoe Cycles | STAGES |
| 231. | 22/06/2018 | Dealer Agreement - Stages Cycling | Johnson Bicycles | STAGES |
| 232. | 27/03/2019 | Dealer Agreement - Stages Cycling | Johnson Bicycles | STAGES |
| 233. | 13/02/2018 | Dealer Agreement - Stages Cycling | Mornington Cycles | STAGES |
| 234. | 8/01/2019 | Dealer Agreement - Stages Cycling | SBR | STAGES |
| 235. | 27/04/2018 | Dealer Agreement - Stages Cycling | Sunbury Cycles | STAGES |
| 236. | 2/05/2018 | Dealer Agreement - Stages Cycling | Bicycle Garage 2040 Pty Ltd | STAGES |
| 237. | 8/02/2018 | Dealer Agreement - Stages Cycling | Blackman Bicycles | STAGES |
| 238. | 7/11/2018 | Dealer Agreement - Stages Cycling | Chameleon Bike Adventures | STAGES |
| 239. | 18/03/2018 | Dealer Agreement - Stages Cycling | Cheeky Velosport | STAGES |
| 240. | 23/10/2018 | Dealer Agreement - Stages Cycling | Cycology | STAGES |
| 241. | 4/04/2018 | Dealer Agreement - Stages Cycling | Just Running | STAGES |
| 242. | 31/08/2018 | Dealer Agreement - Stages Cycling | Metabolic Performance | STAGES |
| 243. | 9/11/2017 | Dealer Agreement - Stages Cycling | Simple Cycles Wollongong | STAGES |
| 244. | 25/06/2018 | Dealer Agreement - Stages Cycling | St Ives Cyclery | STAGES |
| 245. | 15/08/2018 | Dealer Agreement - Stages Cycling | Teds Bike Shop | STAGES |
| 246. | 7/09/2018 | Dealer Agreement - Stages Cycling | Tune Cycles | STAGES |
| 247. | 29/04/2017 | Dealer Agreement - Stages Cycling | Two Wheel Industries | STAGES |
| 248. | 16/08/2018 | Dealer Agreement - Stages Cycling | Vanilla Cycles | STAGES |
| 249. | 1/09/2018 | Dealer Agreement - Stages Cycling | Velotec Sports | STAGES |
| 250. | 3/05/2017 | Dealer Agreement - Stages Cycling | Bio-Mechanics Cycles & Repairs | STAGES |
| 251. | 19/03/2019 | Dealer Agreement - Stages Cycling | Cycleworx Woodville | STAGES |
| 252. | 20/02/2018 | Dealer Agreement - Stages Cycling | Giant Glenelg | STAGES |
| 253. | 30/10/2018 | Dealer Agreement - Stages Cycling | Titan Performance Group | STAGES |
| 254. | 14/03/2019 | Dealer Agreement - Stages Cycling | Ultimate Ride Bicycle Centre | STAGES |
| 255. | 22/08/2018 | Dealer Agreement - Stages Cycling | Kimberley Cycles | STAGES |
| 256. | 6/01/2018 | Dealer Agreement - Stages Cycling | Lakes Bikes | STAGES |
| 257. | 26/10/2018 | Dealer Agreement - Stages Cycling | Melo Velo | STAGES |
| 258. | 31/08/2018 | Dealer Agreement - Stages Cycling | Ocean Keys Cycles | STAGES |
| 259. | 21/06/2018 | Dealer Agreement - Stages Cycling | Wagga Cycle Centre | STAGES |

| TERM 2 | | | | |
| --- | --- | --- | --- | --- |
|  | Date | Agreement Title | Dealer | Brand |
| 260. | 23/01/2019 | Dealer Agreement - Wahoo Fitness | Wheel Heat | Wahoo |
| 261. | 31/08/2017 | Dealer Agreement - Wahoo Fitness | East End Wheelers | Wahoo |
| 262. | 4/07/2017 | Dealer Agreement - 3T Bike and Components | Culture of Cycling | Wahoo |
| 263. | 8/08/2017 | Dealer Agreement - Wahoo Fitness | AQ Bike | Wahoo |
| 264. | 17/05/2017 | Dealer Agreement - Wahoo Fitness | The Bicycle Emporium | Wahoo |

| **term 3** | | | | |
| --- | --- | --- | --- | --- |
|  | **Date** | **Agreement Title** | **Dealer** | **Brand** |
| 265. | 14/08/2017 | Dealer Agreement - Pirelli PZero Velo | CBD Cycles | Pirelli |
| 266. | 10/08/2017 | Dealer Agreement - Pirelli PZero Velo | Ride Bellerive | Pirelli |
| 267. | 15/08/2017 | Dealer Agreement - Pirelli PZero Velo | Swan Hill Bikes and Trikes | Pirelli |
| 268. | 21/08/2017 | Dealer Agreement - Pirelli PZero Velo | Croydon Cycleworks | Pirelli |
| 269. | 20/07/2017 | Dealer Agreement - Pirelli PZero Velo | Jones Cycles/Giant Frankston | Pirelli |
| 270. | 18/07/2017 | Dealer Agreement - Pirelli PZero Velo | Ash Hall Cycles | Pirelli |
| 271. | 17/07/2017 | Dealer Agreement - Pirelli PZero Velo | Giant South Yarra | Pirelli |
| 272. | 14/07/2017 | Dealer Agreement - Pirelli PZero Velo | Culture of Cycling | Pirelli |
| 273. | 18/07/2017 | Dealer Agreement - Pirelli PZero Velo | Spider Bikes | Pirelli |
| 274. | 19/07/2017 | Dealer Agreement - Pirelli PZero Velo | Hampton Cycles | Pirelli |
| 275. | 20/07/2017 | Dealer Agreement - Pirelli PZero Velo | Biketailor | Pirelli |
| 276. | 12/07/2017 | Dealer Agreement - Pirelli PZero Velo | Bicycle Centre South Morang | Pirelli |
| 277. | 11/07/2017 | Dealer Agreement - Pirelli PZero Velo | O'mara Cycles | Pirelli |
| 278. | 17/07/2017 | Dealer Agreement - Pirelli PZero Velo | Avanti Plus Launceston | Pirelli |
| 279. | 17/07/2017 | Dealer Agreement - Pirelli PZero Velo | Avantiplus Hobart | Pirelli |
| 280. | 11/09/2017 | Dealer Agreement - Pirelli PZero Velo | Urban Pedaler | Pirelli |
| 281. | 31/08/2017 | Dealer Agreement - Pirelli PZero Velo | East End Wheelers | Pirelli |
| 282. | 18/08/2017 | Dealer Agreement - Pirelli PZero Velo | Cycleworks Box Hill | Pirelli |
| 283. | 14/08/2017 | Dealer Agreement - Pirelli PZero Velo | Cecil Walkers Cycles | Pirelli |
| 284. | 19/09/2017 | Dealer Agreement - Pirelli PZero Velo | Wheel Heat | Pirelli |
| 285. | 5/08/2017 | Dealer Agreement - Pirelli PZero Velo | The Bike Vault | Pirelli |
| 286. | 5/02/2017 | Dealer Agreement - Pirelli PZero Velo | Bike Force Docklands | Pirelli |
| 287. | 11/04/2018 | Dealer Agreement - Pirelli PZero Velo | Bicycle Centre Belmont | Pirelli |
| 288. | 10/04/2018 | Dealer Agreement - Pirelli PZero Velo | Bastion Cycles | Pirelli |
| 289. | 28/02/2018 | Dealer Agreement - Pirelli PZero Velo | Bairnsdale Bikes | Pirelli |
| 290. | 19/06/2018 | Dealer Agreement - Pirelli PZero Velo | Derrico Cycles | Pirelli |
| 291. | 15/08/2018 | Dealer Agreement - Pirelli PZero Velo | Cycle House | Pirelli |
| 292. | 10/04/2018 | Dealer Agreement - Pirelli PZero Velo | Bastion Cycles | Pirelli |
| 293. | 10/05/2019 | Dealer Agreement - Pirelli PZero Velo | Bikes at Brighton | Pirelli |
| 294. | 7/09/2018 | Dealer Agreement - Pirelli PZero Velo | Tune Cycles | Pirelli |
| 295. | 25/07/2018 | Dealer Agreement - Pirelli PZero Velo | Spoke n Sprocket | Pirelli |
| 296. | 31/08/2018 | Dealer Agreement - Pirelli PZero Velo | Metabolic Performance | Pirelli |
| 297. | Undated | Dealer Agreement - Pirelli PZero Velo | Steel City Cycles | Pirelli |
| 298. | 7/11/2018 | Dealer Agreement - Pirelli PZero Velo | Chameleon Bike Adventures | Pirelli |
| 299. | 1/09/2018 | Dealer Agreement - Pirelli PZero Velo | Velotec Sports | Pirelli |
| 300. | 17/12/2018 | Dealer Agreement - Pirelli PZero Velo | Chain Reaction | Pirelli |
| 301. | 30/10/2017 | Dealer Agreement - Pirelli PZero Velo | Yarra Valley Cycles | Pirelli |
| 302. | 3/08/2018 | Dealer Agreement - Pirelli PZero Velo | Happy Wheels | Pirelli |
| 303. | 26/06/2019 | Dealer Agreement - Pirelli PZero Velo | Giant Ashgrove | Pirelli |
| 304. | 8/08/2017 | Dealer Agreement - Pirelli PZero Velo | AQ Bike | Pirelli |
| 305. | 3/08/2017 | Dealer Agreement - Pirelli PZero Velo | Trilogy Cycles | Pirelli |
| 306. | 24/07/2017 | Dealer Agreement - Pirelli PZero Velo | The Pedaler | Pirelli |
| 307. | 18/07/2017 | Dealer Agreement - Pirelli PZero Velo | Trinity Cycles | Pirelli |
| 308. | 19/07/2017 | Dealer Agreement - Pirelli PZero Velo | Bicycle Centre on Mulgrave | Pirelli |
| 309. | 17/07/2017 | Dealer Agreement - Pirelli PZero Velo | Chain Gang | Pirelli |
| 310. | 21/07/2017 | Dealer Agreement - Pirelli PZero Velo | Taylor Cycles | Pirelli |
| 311. | 20/07/2017 | Dealer Agreement - Pirelli PZero Velo | 192 Bike Fix Townsville | Pirelli |
| 312. | 21/07/2017 | Dealer Agreement - Pirelli PZero Velo | RT Cycles | Pirelli |
| 313. | 12/10/2017 | Dealer Agreement - Pirelli PZero Velo | Aspley Bike Shop | Pirelli |
| 314. | 25/10/2017 | Dealer Agreement - Pirelli PZero Velo | Cycle Zone | Pirelli |
| 315. | 27/09/2017 | Dealer Agreement - Pirelli PZero Velo | Swift Carbon Australia | Pirelli |
| 316. | 21/05/2019 | Dealer Agreement - Pirelli PZero Velo | Bicycle Central on Mulgrave | Pirelli |
| 317. | 14/07/2017 | Dealer Agreement - Pirelli PZero Velo | Bike Force Clarkson | Pirelli |
| 318. | 11/12/2017 | Dealer Agreement - Pirelli PZero Velo | The Bike Place Baldivis | Pirelli |
| 319. | 14/09/2017 | Dealer Agreement - Pirelli PZero Velo | Glen Parker Cycles | Pirelli |
| 320. | 26/07/2017 | Dealer Agreement - Pirelli PZero Velo | Joondalup Cycle City | Pirelli |
| 321. | 13/07/2017 | Dealer Agreement - Pirelli PZero Velo | TBE | Pirelli |
| 322. | 11/11/2018 | Dealer Agreement - Pirelli PZero Velo | Pedal Mafia | Pirelli |
| 323. | 8/08/2017 | Dealer Agreement - Pirelli PZero Velo | Euride Retail | Pirelli |
| 324. | 7/08/2018 | Dealer Agreement - Pirelli PZero Velo | Horsham Cyclery | Pirelli |
| 325. | 14/08/2017 | Dealer Agreement - Pirelli PZero Velo | Riverlano Natural Health & Altitude Cycling & Fitness | Pirelli |
| 326. | 13/07/2017 | Dealer Agreement - Pirelli PZero Velo | Bicycle Express Norwood | Pirelli |
| 327. | 14/08/2017 | Dealer Agreement - Pirelli PZero Velo | Avanti Plus Salisbury | Pirelli |
| 328. | 29/11/2017 | Dealer Agreement - Pirelli PZero Velo | Mega Bike | Pirelli |

# SCHEDULE 2: DEALER AGREEMENTS ENTERED INTO WITH DEALERS

| **TERM 1** | | | | | |
| --- | --- | --- | --- | --- | --- |
|  | **Date (Agreement)** | **Date (Supply)** | **Agreement Title** | **Dealer** | **Brand** |
| 1. | 2/08/2018 | 09/2018 | Dealer Agreement - 3T Bike and Components | Cycle Republica | 3T |
| 2. | 1/08/2018 | 05/2019 | Dealer Agreement - 3T Bike and Components | Pedals Plus Gordon | 3T |
| 3. | 14/08/2018 | 08/2018 | Dealer Agreement - 3T Bike and Components | Cheeky Bikes | 3T |
| 4. | 14/08/2018 | 11/2018 | Dealer Agreement - 3T Bike and Components | Two Wheel Industries | 3T |
| 5. | 15/08/2018 | 01/2018 | Dealer Agreement - 3T Bike and Components | The Ride Cycles | 3T |
| 6. | 7/08/2018 | 08/2018 | Dealer Agreement - 3T Bike and Components | Bastion Cycles | 3T |
| 7. | 2/08/2018 | 04/2019 | Dealer Agreement - 3T Bike and Components | Orr & Co Cycles | 3T |
| 8. | 2/08/2018 | 10/2018 | Dealer Agreement - 3T Bike and Components | Cyclescape Ballarat | 3T |
| 9. | 1/01/2018 | 03/2018 | Dealer Agreement - 3T Bike and Components | Cyclescape Bendigo | 3T |
| 10. | 11/07/2018 | 10/2018 | Dealer Agreement - 3T Bike and Components | Bicycle Express | 3T |
| 11. | 9/07/2018 | 02/2019 | Dealer Agreement - 3T Bike and Components | Ash Hall Cycles | 3T |
| 12. | 28/07/2018 | 10/2018 | Dealer Agreement - 3T Bike and Components | Spoke n Sprocket | 3T |
| 13. | 8/08/2018 | 05/2019 | Dealer Agreement - 3T Bike and Components | Curve Cycling | 3T |
| 14. | 10/08/2018 | 11/2019 | Dealer Agreement - 3T Bike and Components | Just Ride Nerang | 3T |
| 15. | 9/08/2018 | 02/2019 | Dealer Agreement - 3T Bike and Components | Ride Indooroopilly | 3T |
| 16. | 13/08/2018 | 10/2018 | Dealer Agreement - 3T Bike and Components | My Ride Sunshine Coast | 3T |
| 17. | 13/08/2018 | 09/2018 | Dealer Agreement - 3T Bike and Components | Cycle Zone | 3T |
| 18. | 18/07/2018 | 09/2018 | Dealer Agreement - 3T Bike and Components | RT Cycles | 3T |
| 19. | 3/07/2018 | 11/2018 | Dealer Agreement - 3T Bike and Components | Prova Cycles | 3T |
| 20. | 10/07/2018 | 09/2018 | Dealer Agreement - 3T Bike and Components | Showgrounds Village Physiotherapy Pty Ltd | 3T |
| 21. | 12/07/2018 | 11/2018 | Dealer Agreement - 3T Bike and Components | Salter Cycles | 3T |
| 22. | 26/07/2018 | 10/2018 | Dealer Agreement - 3T Bike and Components | Ultimate Cycle | 3T |
| 23. | 24/07/2018 | 09/2018 | Credit No CM29141 | Erina Bikeworx | 3T |
| 24. | 27/07/2018 | 09/2018 | Dealer Agreement - 3T Bike and Components | DG Cycles | 3T |
| 25. | 26/07/2018 | 09/2018 | Dealer Agreement - 3T Bike and Components | I Ride Bikes | 3T |
| 26. | 18/07/2018 | 09/2018 | Dealer Agreement - 3T Bike and Components | Mikes Bikes | 3T |
| 27. | 17/07/2018 | 02/2019 | Dealer Agreement - 3T Bike and Components | Aspley Bike Shop | 3T |
| 28. | 24/07/2018 | 09/2018 | Dealer Agreement - 3T Bike and Components | Bike Obsession | 3T |
| 29. | 3/07/2018 | 10/2018 | Dealer Agreement - 3T Bike and Components | Cycling Fitness Nutrition | 3T |
| 30. | 3/07/2018 | 08/2018 | Dealer Agreement - 3T Bike and Components | Drift Bikes | 3T |
| 31. | 5/07/2018 | 10/2018 | Dealer Agreement - 3T Bike and Components | Hawkesbury Cycles | 3T |
| 32. | 10/07/2018 | 04/2019 | Dealer Agreement - 3T Bike and Components | Swim Bike Run | 3T |
| 33. | 5/07/2018 | 08/2018 | Dealer Agreement - 3T Bike and Components | Bike Central | 3T |
| 34. | 6/06/2018 | 09/2018 | Dealer Agreement - 3T Bike and Components | Play Bikes Workshop | 3T |
| 35. | 28/06/2018 | 08/2018 | Dealer Agreement - 3T Bike and Components | Albion Cycles | 3T |
| 36. | 28/06/2018 | 10/2018 | Dealer Agreement - 3T Bike and Components | MC Cyclery | 3T |
| 37. | 28/06/2018 | 07/2018 | Dealer Agreement - 3T Bike and Components | Summit Cycles Sydney | 3T |
| 38. | 29/05/2018 | 06/2018 | Dealer Agreement - 3T Bike and Components | Bikes at Brighton | 3T |
| 39. | 12/10/2018 | 01/2019 | Dealer Agreement - 3T Bike and Components | Ivanhoe Cycles Hallam | 3T |
| 40. | 20/09/2018 | 04/2019 | Dealer Agreement - 3T Bike and Components | Flemington Cycles | 3T |
| 41. | 4/09/2018 | 10/2018 | Dealer Agreement - 3T Bike and Components | Saint Cloud | 3T |
| 42. | 15/08/2018 | 04/2019 | Dealer Agreement - 3T Bike and Components | Ted's Bike Shop | 3T |
| 43. | 16/08/2018 | 08/2018 | Dealer Agreement - 3T Bike and Components | Bike Ride | 3T |
| 44. | 14/08/2018 | 02/2019 | Dealer Agreement - 3T Bike and Components | Cycling Mythology | 3T |
| 45. | 8/08/2018 | 01/2019 | Dealer Agreement - 3T Bike and Components | Ride Advice Cyclery | 3T |
| 46. | 2/08/2018 | 03/2019 | Dealer Agreement - 3T Bike and Components | Coast Cyclery | 3T |
| 47. | 24/07/2018 | 07/2018 | Dealer Agreement - 3T Bike and Components | Frasers Cycles | 3T |
| 48. | 2/07/2018 | 08/2018 | Dealer Agreement - 3T Bike and Components | Visione Cycles | 3T |
| 49. | 31/05/2018 | 06/2018 | Dealer Agreement - 3T Bike and Components | Altitude Cycling & Fitness | 3T |
| 50. | 31/05/2018 | 03/2019 | Dealer Agreement - 3T Bike and Components | Corry Cycles Pty Ltd | 3T |
| 51. | 31/05/2018 | 06/2018 | Dealer Agreement - 3T Bike and Components | Kidsons Cycles | 3T |
| 52. | 5/06/2018 | 07/2018 | Dealer Agreement - 3T Bike and Components | Cycles Galleria Brunswick East | 3T |
| 53. | 12/06/2018 | 09/2018 | Dealer Agreement - 3T Bike and Components | AQ Bike | 3T |
| 54. | 12/06/2018 | 07/2018 | Dealer Agreement - 3T Bike and Components | TBE | 3T |
| 55. | 12/07/2018 | 10/2018 | Dealer Agreement - 3T Bike and Components | Salter Cycles | 3T |
| 56. | 13/07/2018 | 09/2018 | Dealer Agreement - 3T Bike and Components | Darrell Wheeler Cycles | 3T |
| 57. | 5/07/2018 | 08/2018 | Dealer Agreement - 3T Bike and Components | Bike Central | 3T |
| 58. | 25/06/2018 | 08/2018 | Dealer Agreement - 3T Bike and Components | Wheeler Cycles Bathurst | 3T |
| 59. | 14/06/2018 | 07/2018 | Dealer Agreement - 3T Bike and Components | Rival Bikes | 3T |
| 60. | 19/06/2018 | 06/2018 | Dealer Agreement - 3T Bike and Components | PP Custom Bike Repair | 3T |
| 61. | 27/06/2018 | 08/2018 | Dealer Agreement - 3T Bike and Components | Johnson Bicycles | 3T |
| 62. | 26/06/2018 | 07/2018 | Dealer Agreement - 3T Bike and Components | White Horse Cycle Works | 3T |
| 63. | 25/06/2018 | 07/2018 | Dealer Agreement - 3T Bike and Components | Croydon Cycleworks | 3T |
| 64. | 31/05/2018 | 06/2018 | Dealer Agreement - 3T Bike and Components | Bike Gallery | 3T |
| 65. | 14/06/2018 | 12/2018 | Dealer Agreement - 3T Bike and Components | Euride Retail | 3T |
| 66. | 13/06/2018 | 09/2018 | Dealer Agreement - 3T Bike and Components | Bike Station | 3T |
| 67. | 20/06/2018 | 11/2018 | Dealer Agreement - 3T Bike and Components | Lonsdale Street Cyclery | 3T |
| 68. | 21/06/2018 | 07/2018 | Dealer Agreement - 3T Bike and Components | Pushy Fyshwick | 3T |
| 69. | 20/06/2018 | 11/2018 | Dealer Agreement - 3T Bike and Components | Onya Bike Woden | 3T |
| 70. | 21/06/2018 | 10/2018 | Dealer Agreement - 3T Bike and Components | The Cyclery Fyshwick | 3T |
| 71. | 13/06/2018 | 07/2018 | Dealer Agreement - 3T Bike and Components | Jet Cycles | 3T |
| 72. | 13/06/2018 | 06/2018 | Dealer Agreement - 3T Bike and Components | Phantom Cycles | 3T |
| 73. | 10/06/2018 | 08/2018 | Dealer Agreement - 3T Bike and Components | Avanti Plus Narrabeen | 3T |
| 74. | 12/06/2018 | 09/2018 | Dealer Agreement - 3T Bike and Components | Cyclespot | 3T |
| 75. | 6/06/2018 | 03/2019 | Dealer Agreement - 3T Bike and Components | Cycle Max | 3T |
| 76. | 6/06/2018 | 07/2018 | Dealer Agreement - 3T Bike and Components | Lespit Cyclery | 3T |
| 77. | 29/05/2018 | 04/2019 | Dealer Agreement - 3T Bike and Components | Cheeky Velosport | 3T |
| 78. | 5/06/2018 | 07/2018 | Dealer Agreement - 3T Bike and Components | Vanilla Cycles | 3T |
| 79. | 4/06/2018 | 09/2018 | Dealer Agreement - 3T Bike and Components | Happy Wheels | 3T |
| 80. | 5/06/2018 | 07/2018 | Dealer Agreement - 3T Bike and Components | Wheelhaus | 3T |
| 81. | 6/06/2018 | 07/2018 | Dealer Agreement - 3T Bike and Components | BS16 Bicycle Solutions | 3T |
| 82. | 15/06/2018 | 07/2018 | Dealer Agreement - 3T Bike and Components | Simple Cycles | 3T |
| 83. | 18/06/2018 | 08/2018 | Dealer Agreement - 3T Bike and Components | Velocipede | 3T |
| 84. | 18/06/2018 | 07/2018 | Dealer Agreement - 3T Bike and Components | The Odd Spoke | 3T |
| 85. | 29/05/2018 | 06/2018 | Dealer Agreement - 3T Bike and Components | Two Monkeys Cycling | 3T |
| 86. | 4/06/2018 | 08/2018 | Dealer Agreement - 3T Bike and Components | Endeavour Cycles | 3T |
| 87. | 31/05/2018 | 11/2018 | Dealer Agreement - 3T Bike and Components | Rainbow Cycles | 3T |
| 88. | 30/05/2018 | 05/2019 | Dealer Agreement - 3T Bike and Components | Forster Cycles | 3T |
| 89. | 29/05/2018 | 09/2018 | Dealer Agreement - 3T Bike and Components | Cycling Projects | 3T |
| 90. | 29/05/2018 | 08/2018 | Dealer Agreement - 3T Bike and Components | Chain Reaction | 3T |
| 91. | 12/06/2018 | 08/2018 | Dealer Agreement - 3T Bike and Components | The Pedaler | 3T |
| 92. | 11/06/2018 | 07/2018 | Dealer Agreement - 3T Bike and Components | Chain Gang | 3T |
| 93. | 14/06/2018 | 08/2018 | Dealer Agreement - 3T Bike and Components | Semi Racer | 3T |
| 94. | 21/06/2018 | 09/2018 | Dealer Agreement - 3T Bike and Components | Swim Ride Run Faster | 3T |
| 95. | 20/06/2018 | 09/2018 | Dealer Agreement - 3T Bike and Components | Gold Coast Triathlete | 3T |
| 96. | 31/05/2018 | 03/2019 | Dealer Agreement - 3T Bike and Components | Artavilla Emporium | 3T |
| 97. | 19/06/2018 | 02/2010 | Dealer Agreement - 3T Bike and Components | (Not specified; ABN belongs to West Beach Cycles) | 3T |
| 98. | 18/06/2018 | 01/2019 | Dealer Agreement - 3T Bike and Components | Avantiplus Launceston | 3T |
| 99. | 18/06/2018 | 03/2019 | Dealer Agreement - 3T Bike and Components | Cycle 2 Lifeinmotion | 3T |
| 100. | 21/06/2018 | 11/2018 | Dealer Agreement - 3T Bike and Components | Ride Bellerive | 3T |
| 101. | 4/06/2018 | 01/2019 | Dealer Agreement - 3T Bike and Components | Kaos Custom Bikes | 3T |
| 102. | 7/06/2018 | 03/2019 | Dealer Agreement - 3T Bike and Components | Topgear Cycles | 3T |
| 103. | 12/06/2018 | 07/2018 | Dealer Agreement - 3T Bike and Components | Pro-Motion Bicycles | 3T |
| 104. | 1/04/2019 | 04/2019 | Dealer Agreement - 3T Bike and Components | Avanti Plus Collingwood | 3T |
| 105. | 5/03/2019 | 03/2019 | Dealer Agreement - 3T Bike and Components | Cyclery Northside | 3T |
| 106. | 13/03/2019 | 02/2019 | Dealer Agreement - 3T Bike and Components | BikeNow Pty Ltd | 3T |
| 107. | 31/01/2019 | 01/2019 | Dealer Agreement - 3T Bike and Components | Sticky Bottle | 3T |
| 108. | 25/02/2019 | 03/2019 | Dealer Agreement - 3T Bike and Components | O'mara Cycles | 3T |
| 109. | 7/11/2018 | 11/2018 | Dealer Agreement - 3T Bike and Components | Chameleon Bike Adventures | 3T |
| 110. | 2/04/2019 | 04/2019 | Dealer Agreement - 3T Bike and Components | M1 Cycles | 3T |
| 111. | 13/05/2019 | 05/2019 | Dealer Agreement - 3T Bike and Components | Bicycle Centre Bendigo | 3T |
| 112. | 13/05/2019 | 05/2019 | Dealer Agreement - 3T Bike and Components | Pedalheads Cycles | 3T |
| 113. | 22/01/2019 | 03/2019 | Dealer Agreement - 3T Bike and Components | Ninning Position | 3T |
| 114. | 5/02/2019 | 02/2019 | Dealer Agreement - 3T Bike and Components | Hampton Cycles | 3T |
| 115. | 17/01/2019 | 01/2019 | Dealer Agreement - 3T Bike and Components | Ashgrove Cycles | 3T |
| 116. | 30/10/2018 | 01/2019 | Dealer Agreement - 3T Bike and Components | Lecyclo Sportif | 3T |
| 117. | 30/10/2018 | 10/2018 | Dealer Agreement - 3T Bike and Components | The Bicycle Detailer | 3T |
| 118. | 25/11/2018 | 12/2018 | Dealer Agreement - 3T Bike and Components | Wembley Cycles | 3T |
| 119. | 26/11/2018 | 11/2018 | Dealer Agreement - 3T Bike and Components | Mooro Cycles Pty Ltd | 3T |
| 120. | 20/09/2018 | 04/2019 | Dealer Agreement - 3T Bike and Components | Flemington Cycles | 3T |
| 121. | 4/10/2018 | 10/2018 | Dealer Agreement - 3T Bike and Components | Smith Street Velo | 3T |
| 122. | 11/09/2018 | 04/2019 | Dealer Agreement - 3T Bike and Components | Le Service Course Bicycle Workshop | 3T |
| 123. | 8/02/2019 | 03/2019 | Dealer Agreement - 100% | Cycle House | 100 Percent |
| 124. | 31/01/2019 | 02/2019 | Dealer Agreement - 100% | Wheel House Bikes | 100 Percent |
| 125. | 22/11/2018 | 12/2018 | Dealer Agreement - 100% | Ash Hall Cycles | 100 Percent |
| 126. | 13/12/2018 | 01/2018 | Dealer Agreement - 100% | Mornington Cycles | 100 Percent |
| 127. | 21/11/2018 | 04/2019 | Dealer Agreement - 100% | Bicycle Centre Bendigo | 100 Percent |
| 128. | 9/11/2018 | 12/2018 | Dealer Agreement - 100% | Wheelhaus | 100 Percent |
| 129. | 6/11/2018 | 12/2018 | Dealer Agreement - 100% | West Beach Cycles | 100 Percent |
| 130. | 8/11/2018 | 12/2018 | Dealer Agreement - 100% | Bicycle Riders | 100 Percent |
| 131. | 2/11/2018 | 12/2018 | Dealer Agreement - 100% | Matt King Ent Pty Ltd | 100 Percent |
| 132. | 27/11/2018 | 12/2018 | Dealer Agreement - 100% | West End Cycles | 100 Percent |
| 133. | 30/11/2018 | 12/2018 | Dealer Agreement - 100% | Topgear Cycles | 100 Percent |
| 134. | 19/11/2018 | 04/2019 | Dealer Agreement - 100% | Cyclepath Australia Pty Ltd | 100 Percent |
| 135. | 6/12/2018 | 01/2019 | Dealer Agreement - 100% | Bicycle Fix | 100 Percent |
| 136. | 10/01/2019 | 04/2019 | Dealer Agreement - 100% | My Ride Salisbury | 100 Percent |
| 137. | 25/01/2019 | 01/2019 | Dealer Agreement - 100% | Cycle Inn Pty Ltd | 100 Percent |
| 138. | 30/01/2019 | 05/2019 | Dealer Agreement - 100% | Cafe Cycles Company | 100 Percent |
| 139. | 10/01/2019 | 02/2019 | Dealer Agreement - 100% | Cycle Station Albury | 100 Percent |
| 140. | 29/01/2019 | 02/2019 | Dealer Agreement - 100% | Whitehorse Cycle Works | 100 Percent |
| 141. | 8/01/2019 | 02/2019 | Dealer Agreement - 100% | Giant Frankston | 100 Percent |
| 142. | 8/03/2019 | 04/2019 | Dealer Agreement - 100% | Drift Bikes | 100 Percent |
| 143. | 14/02/2019 | 04/2019 | Dealer Agreement - 100% | Blackman Bicycles | 100 Percent |
| 144. | 23/01/2019 | 03/2019 | Dealer Agreement - 100% | Giant Wollongong (Spearman Cycles) | 100 Percent |
| 145. | 5/12/2018 | 01/2019 | Dealer Agreement - 100% | Park Bikes | 100 Percent |
| 146. | 26/02/2019 | 03/2019 | Dealer Agreement - 100% | The Cycling Fix | 100 Percent |
| 147. | 28/03/2019 | 04/2019 | Dealer Agreement - 100% | Omega Cycleworks | 100 Percent |
| 148. | 23/05/2018 | 05/2018 | Dealer Agreement - Stages Cycling | Fitzroy Cycles Carnegie | STAGES |
| 149. | 8/08/2017 | 04/2018 | Dealer Agreement - Stages Cycling | AQ Bike | STAGES |
| 150. | 17/05/2018 | 10/2018 | Dealer Agreement - Stages Cycling | Gold Coast Triathlete | STAGES |
| 151. | 6/11/2017 | 11/2017 | Dealer Agreement - Stages Cycling | Ride Indooroopilly | STAGES |
| 152. | 3/05/2017 | 07/2017 | Dealer Agreement - Stages Cycling | Trilogy Cycles | STAGES |
| 153. | 16/10/2017 | 11/2017 | Dealer Agreement - Stages Cycling | Visione Cycles | STAGES |
| 154. | 24/07/2017 | 04/2018 | Dealer Agreement - Stages Cycling | Swan Hill Bikes and Trikes | STAGES |
| 155. | 14/02/2019 | 03/2019 | Dealer Agreement - Stages Cycling | Bicycle Centre Belmont | STAGES |
| 156. | 15/05/2019 | 05/2019 | Dealer Agreement - Stages Cycling | Bikefix Mobile Geelong and Surf Coast | STAGES |
| 157. | 5/02/2018 | 04/2018 | Dealer Agreement - Stages Cycling | Bike Force Docklands | STAGES |
| 158. | 14/09/2017 | 02/2018 | Dealer Agreement - Stages Cycling | Cycles Galleria Brunswick East | STAGES |
| 159. | 31/08/2017 | 10/2017 | Dealer Agreement - Stages Cycling | East End Wheelers | STAGES |
| 160. | 19/06/2018 | 08/2018 | Dealer Agreement - Stages Cycling | Derrico Cycles | STAGES |
| 161. | 18/08/2017 | 02/2018 | Dealer Agreement - Stages Cycling | Ivanhoe Cycles | STAGES |
| 162. | 22/06/2018 | 03/2019 | Dealer Agreement - Stages Cycling | Johnson Bicycles | STAGES |
| 163. | 27/03/2019 | 04/2019 | Dealer Agreement - Stages Cycling | Johnson Bicycles | STAGES |
| 164. | 13/02/2018 | 08/2018 | Dealer Agreement - Stages Cycling | Mornington Cycles | STAGES |
| 165. | 2/05/2018 | 06/2018 | Dealer Agreement - Stages Cycling | Bicycle Garage 2040 Pty Ltd | STAGES |
| 166. | 18/03/2018 | 04/2018 | Dealer Agreement - Stages Cycling | Cheeky Velosport | STAGES |
| 167. | 23/10/2018 | 05/2019 | Dealer Agreement - Stages Cycling | Cycology | STAGES |
| 168. | 9/11/2017 | 01/2018 | Dealer Agreement - Stages Cycling | Simple Cycles Wollongong | STAGES |
| 169. | 25/06/2018 | 08/2018 | Dealer Agreement - Stages Cycling | St Ives Cyclery | STAGES |
| 170. | 29/04/2017 | 06/2018 | Dealer Agreement - Stages Cycling | Two Wheel Industries | STAGES |
| 171. | 16/08/2018 | 08/2018 | Dealer Agreement - Stages Cycling | Vanilla Cycles | STAGES |
| 172. | 1/09/2018 | 02/2019 | Dealer Agreement - Stages Cycling | Velotec Sports | STAGES |
| 173. | 3/05/2017 | 05/2019 | Dealer Agreement - Stages Cycling | Bio-Mechanics Cycles & Repairs | STAGES |
| 174. | 19/03/2019 | 03/2019 | Dealer Agreement - Stages Cycling | Cycleworx Woodville | STAGES |
| 175. | 20/02/2018 | 03/2018 | Dealer Agreement - Stages Cycling | Giant Glenelg | STAGES |
| 176. | 30/10/2018 | 11/2018 | Dealer Agreement - Stages Cycling | Titan Performance Group | STAGES |
| 177. | 14/03/2019 | 03/2019 | Dealer Agreement - Stages Cycling | Ultimate Ride Bicycle Centre | STAGES |
| 178. | 22/08/2018 | 02/2019 | Dealer Agreement - Stages Cycling | Kimberley Cycles | STAGES |
| 179. | 6/01/2018 | 02/2018 | Dealer Agreement - Stages Cycling | Lakes Bikes | STAGES |
| 180. | 26/10/2018 | 11/2018 | Dealer Agreement - Stages Cycling | Melo Velo | STAGES |
| 181. | 31/08/2018 | 09/2018 | Dealer Agreement - Stages Cycling | Ocean Keys Cycles | STAGES |
| 182. | 21/06/2018 | 07/2018 | Dealer Agreement - Stages Cycling | Wagga Cycle Centre | STAGES |

| **TERM 2** | | | | | |
| --- | --- | --- | --- | --- | --- |
|  | **Date (Agreement)** | **Date (Supply)** | **Agreement Title** | **Dealer** | **Brand** |
| 183. | 23/01/2019 | 02/2019 | Dealer Agreement - Wahoo Fitness | Wheel Heat | Wahoo |
| 184. | 31/08/2017 | 10/2017 | Dealer Agreement - Wahoo Fitness | East End Wheelers | Wahoo |
| 185. | 4/07/2017 | 08/2017 | Dealer Agreement - 3T Bike and Components | Culture of Cycling | Wahoo |
| 186. | 8/08/2017 | 09/2017 | Dealer Agreement - Wahoo Fitness | AQ Bike | Wahoo |
| 187. | 17/05/2017 | 05/2019 | Dealer Agreement - Wahoo Fitness | The Bicycle Emporium | Wahoo |

| **TERM 3** | | | | | |
| --- | --- | --- | --- | --- | --- |
|  | **Date (Agreement)** | **Date (Supply)** | **Agreement Title** | **Dealer** | **Brand** |
| 188. | 14/08/2017 | 09/2017 | Dealer Agreement - Pirelli PZero Velo | CBD Cycles | Pirelli |
| 189. | 10/08/2017 | 11/2018 | Dealer Agreement - Pirelli PZero Velo | Ride Bellerive | Pirelli |
| 190. | 15/08/2017 | 10/2017 | Dealer Agreement - Pirelli PZero Velo | Swan Hill Bikes and Trikes | Pirelli |
| 191. | 21/08/2017 | 09/2017 | Dealer Agreement - Pirelli PZero Velo | Croydon Cycleworks | Pirelli |
| 192. | 20/07/2017 | 08/2017 | Dealer Agreement - Pirelli PZero Velo | Jones Cycles/Giant Frankston | Pirelli |
| 193. | 18/07/2017 | 08/2017 | Dealer Agreement - Pirelli PZero Velo | Ash Hall Cycles | Pirelli |
| 194. | 17/07/2017 | 09/2017 | Dealer Agreement - Pirelli PZero Velo | Giant South Yarra | Pirelli |
| 195. | 18/07/2017 | 08/2017 | Dealer Agreement - Pirelli PZero Velo | Spider Bikes | Pirelli |
| 196. | 19/07/2017 | 08/2017 | Dealer Agreement - Pirelli PZero Velo | Hampton Cycles | Pirelli |
| 197. | 20/07/2017 | 08/2017 | Dealer Agreement - Pirelli PZero Velo | Biketailor | Pirelli |
| 198. | 12/07/2017 | 08/2017 | Dealer Agreement - Pirelli PZero Velo | Bicycle Centre South Morang | Pirelli |
| 199. | 11/07/2017 | 08/2017 | Dealer Agreement - Pirelli PZero Velo | O'mara Cycles | Pirelli |
| 200. | 17/07/2017 | 08/2017 | Dealer Agreement - Pirelli PZero Velo | Avanti Plus Launceston | Pirelli |
| 201. | 17/07/2017 | 08/2017 | Dealer Agreement - Pirelli PZero Velo | Avantiplus Hobart | Pirelli |
| 202. | 11/09/2017 | 09/2017 | Dealer Agreement - Pirelli PZero Velo | Urban Pedaler | Pirelli |
| 203. | 31/08/2017 | 10/2017 | Dealer Agreement - Pirelli PZero Velo | East End Wheelers | Pirelli |
| 204. | 14/08/2017 | 09/2017 | Dealer Agreement - Pirelli PZero Velo | Cecil Walkers Cycles | Pirelli |
| 205. | 19/09/2017 | 10/2017 | Dealer Agreement - Pirelli PZero Velo | Wheel Heat | Pirelli |
| 206. | 5/08/2017 | 10/2017 | Dealer Agreement - Pirelli PZero Velo | The Bike Vault | Pirelli |
| 207. | 5/02/2017 | 12/2017 | Dealer Agreement - Pirelli PZero Velo | Bike Force Docklands | Pirelli |
| 208. | 11/04/2018 | 05/2018 | Dealer Agreement - Pirelli PZero Velo | Bicycle Centre Belmont | Pirelli |
| 209. | 10/04/2018 | 04/2018 | Dealer Agreement - Pirelli PZero Velo | Bastion Cycles | Pirelli |
| 210. | 28/02/2018 | 10/2018 | Dealer Agreement - Pirelli PZero Velo | Bairnsdale Bikes | Pirelli |
| 211. | 15/08/2018 | 04/2019 | Dealer Agreement - Pirelli PZero Velo | Cycle House | Pirelli |
| 212. | 10/04/2018 | 10/2019 | Dealer Agreement - Pirelli PZero Velo | Bastion Cycles | Pirelli |
| 213. | 25/07/2018 | 11/2018 | Dealer Agreement - Pirelli PZero Velo | Spoke n Sprocket | Pirelli |
| 214. | 7/11/2018 | 01/2019 | Dealer Agreement - Pirelli PZero Velo | Chameleon Bike Adventures | Pirelli |
| 215. | 1/09/2018 | 10/2018 | Dealer Agreement - Pirelli PZero Velo | Velotec Sports | Pirelli |
| 216. | 17/12/2018 | 02/2019 | Dealer Agreement - Pirelli PZero Velo | Chain Reaction | Pirelli |
| 217. | 30/10/2017 | 11/2017 | Dealer Agreement - Pirelli PZero Velo | Yarra Valley Cycles | Pirelli |
| 218. | 3/08/2018 | 03/2019 | Dealer Agreement - Pirelli PZero Velo | Happy Wheels | Pirelli |
| 219. | 8/08/2017 | 09/2017 | Dealer Agreement - Pirelli PZero Velo | AQ Bike | Pirelli |
| 220. | 3/08/2017 | 10/2017 | Dealer Agreement - Pirelli PZero Velo | Trilogy Cycles | Pirelli |
| 221. | 24/07/2017 | 08/2017 | Dealer Agreement - Pirelli PZero Velo | The Pedaler | Pirelli |
| 222. | 18/07/2017 | 09/2017 | Dealer Agreement - Pirelli PZero Velo | Trinity Cycles | Pirelli |
| 223. | 19/07/2017 | 06/2018 | Dealer Agreement - Pirelli PZero Velo | Bicycle Centre on Mulgrave | Pirelli |
| 224. | 17/07/2017 | 08/2018 | Dealer Agreement - Pirelli PZero Velo | Chain Gang | Pirelli |
| 225. | 21/07/2017 | 06/2018 | Dealer Agreement - Pirelli PZero Velo | Taylor Cycles | Pirelli |
| 226. | 20/07/2017 | 08/2017 | Dealer Agreement - Pirelli PZero Velo | 192 Bike Fix Townsville | Pirelli |
| 227. | 21/07/2017 | 08/2017 | Dealer Agreement - Pirelli PZero Velo | RT Cycles | Pirelli |
| 228. | 12/10/2017 | 02/2018 | Dealer Agreement - Pirelli PZero Velo | Aspley Bike Shop | Pirelli |
| 229. | 25/10/2017 | 01/2018 | Dealer Agreement - Pirelli PZero Velo | Cycle Zone | Pirelli |
| 230. | 27/09/2017 | 10/2018 | Dealer Agreement - Pirelli PZero Velo | Swift Carbon Australia | Pirelli |
| 231. | 14/07/2017 | 09/2017 | Dealer Agreement - Pirelli PZero Velo | Bike Force Clarkson | Pirelli |
| 232. | 11/12/2017 | 01/2018 | Dealer Agreement - Pirelli PZero Velo | The Bike Place Baldivis | Pirelli |
| 233. | 14/09/2017 | 10/2017 | Dealer Agreement - Pirelli PZero Velo | Glen Parker Cycles | Pirelli |
| 234. | 26/07/2017 | 08/2017 | Dealer Agreement - Pirelli PZero Velo | Joondalup Cycle City | Pirelli |
| 235. | 13/07/2017 | 10/2017 | Dealer Agreement - Pirelli PZero Velo | TBE | Pirelli |
| 236. | 11/11/2018 | 01/2019 | Dealer Agreement - Pirelli PZero Velo | Pedal Mafia | Pirelli |
| 237. | 8/08/2017 | 11/2017 | Dealer Agreement - Pirelli PZero Velo | Euride Retail | Pirelli |
| 238. | 7/08/2018 | 10/2018 | Dealer Agreement - Pirelli PZero Velo | Horsham Cyclery | Pirelli |
| 239. | 14/08/2017 | 10/2017 | Dealer Agreement - Pirelli PZero Velo | Riverlano Natural Health & Altitude Cycling & Fitness | Pirelli |
| 240. | 13/07/2017 | 09/2017 | Dealer Agreement - Pirelli PZero Velo | Bicycle Express Norwood | Pirelli |
| 241. | 14/08/2017 | 10/2017 | Dealer Agreement - Pirelli PZero Velo | Avanti Plus Salisbury | Pirelli |
| 242. | 29/11/2017 | 11/2017 | Dealer Agreement - Pirelli PZero Velo | Mega Bike | Pirelli |