



National Code of Practice for Remote Store Operations Rules 2025

June 2025

Version	Date	Approved by
1	18 June 2025	Jody Broun, CEO NIAA
2	25 June 2025	Jody Broun, CEO NIAA

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National Code of Practice for Remote Store Operations Rules 2025

I, Jody Broun, make the following Rules for the National Code of Practice for Remote Store Operations.

A handwritten signature in black ink, appearing to be 'Jody Broun', written in a cursive style.

Jody Broun

Chief Executive Officer

National Indigenous Australians Agency

Dated: 25 June 2025

Part 1 Background

1.1 Name

1.1.1 These are the National Code of Practice for Remote Store Operations Rules 2025.

1.2 These Rules

1.2.1 These Rules are made by the NIAA and contain mandatory obligations which Code Participants must comply with.

1.2.2 These Rules should be read in conjunction with:

- (a) the Code
- (b) the Code Guidelines, which contain requirements and other information relevant to the Code and its administration, including the application process for Registration (including Conditional Registration) under the Code, and
- (c) the Code Information Booklet, which contains supplementary guidance for Code Participants.

1.3 Order of precedence

1.3.1 If there is any inconsistency between provisions of the following documents, they apply in the following (descending) order of priority to the extent of any inconsistency:

- (a) these Rules
- (b) the Code Guidelines
- (c) the Code Information Booklet.

1.4 Commencement

These Rules commence on 1 July 2025.

1.5 No obligation

These Rules do not create, and are not to be read as creating, an obligation on the Commonwealth to provide any goods, or any grants to any entity.

Part 2 Enrolment for the Code

2.1 Introduction

Enrolment as a Code Participant

- 2.1.1 A person is a participant in the Code only if it is enrolled as a Code Participant.
- 2.1.2 A person is a Code Participant even if it has one or more Code Registered Stores that are Conditionally Registered, or its Code enrolment is suspended.
- 2.1.3 A Code Participant can own multiple Remote Community Stores, in which case these Rules will only apply to the Code Participant in relation to the Code Registered Stores it owns.

2.2 Applying to be a Code Participant

Applying for Code enrolment

- 2.2.1 A person that seeks to be enrolled as a Code Participant will have to apply to the NIAA.

Note: The Application Form can be downloaded from the [NIAA Food Security Website](#). The Application Form covers both enrolment as a Code Participant and enrolment as a Scheme Participant. An applicant will need to indicate on the application, whether it is applying for enrolment as a Code Participant, a Scheme Participant, or both.

The applications process

- 2.2.2 The Code Guidelines set out the application process and requirements.

Part 3 Obligations of Code Participants

3.1 Obligations of Code Participants

3.1.1 A Code Participant must, at all times:

- (a) comply with these Rules in relation to the Code Registered Stores it owns
- (b) arrange for its Personnel to comply with these Rules in relation to its Code Registered Stores
- (c) comply with applicable written Commonwealth, State and Territory laws
- (d) comply with all the Minimum Standards in relation to its Code Registered Stores that are Fully Registered
- (e) comply with all relevant Minimum Standards as notified by the NIAA in relation to its Code Registered Stores that are Conditionally Registered
- (f) strive to achieve the Recommended Standards.

3.1.2 The Minimum Standards and the Recommended Standards are set out in the Code.

3.2 Reporting requirements

Fully Registered Code Participants

3.2.1 A Code Participant that has at least one Code Registered Store that is Fully Registered must give the NIAA a report on its compliance with the Code and these Rules for each of its Code Registered Stores that are Fully Registered (**Annual Statement of Compliance**).

Note: A Code Participant that has a Conditionally Registered Store need not provide this Annual Statement of Compliance in respect of that Conditionally Registered Store.

3.2.2 An Annual Statement of Compliance must:

- (a) be in the form provided on the [NIAA Food Security Website](#)
- (b) be provided for each Code Registered Store that is Fully Registered that the Code Participant has, and
- (c) be provided on each anniversary of the date on which the relevant Code Registered Store was Fully Registered.

3.2.3 The NIAA will use reasonable endeavours to provide a Code Participant with 1 month's prior notice before an Annual Statement of Compliance is due. However, a Code Participant remains responsible for ensuring its compliance with the requirement to provide all relevant Annual Statements of Compliance in accordance with this rule 3.2, even where the NIAA fails to provide a Code Participant with notification under this rule 3.2.3.

3.3 Notification requirements

General notification requirements

3.3.1 A Code Participant must notify the NIAA as soon as practicable after becoming aware that any of the following has happened:

- (a) anything that adversely affects, or may adversely affect, its ability to comply with the Code or these Rules
- (b) without limiting rule 3.3.1(a):

- (i) anything that adversely affects, or may adversely affect, its ability to meet the enrolment requirements set out in the Code Guidelines on a continuous basis
- (ii) a change or proposed change in the identity of the persons that Control it
- (iii) a cancellation, revocation or suspension (however described) of an Authorisation that it needs to carry on the business of a Remote Community Store, or a notice from a Commonwealth, State or Territory agency of its intention to do any of those things
- (iv) the expiry of such Authorisation without it being extended or renewed
- (v) an application by it for such an Authorisation is refused
- (c) a change to its name, or corporate government identifiers (such as its ACN or ABN)
- (d) an eligible data breach that it must report under the *Privacy Act 1988* or a corresponding law of a State or Territory
- (e) either:
 - (i) it is being or has been investigated, or Enforcement Action is being or has been taken against it, by a Commonwealth, State or Territory government agency for a breach of an applicable law or
 - (ii) it has been notified by such an agency that such an investigation or such Enforcement Action is being consideredbut this does not cover anything disclosed to the NIAA as part of an application to become a Code Participant or a Scheme Participant or
- (f) it has become, or is likely to become, Insolvent.

3.3.2 Subject to rule 3.3.3, a Code Participant must notify the NIAA as soon as practicable after becoming aware of any changes to the information provided in its Application Form. A notice under this rule 3.3.2 must outline the changes (including any updated information) in the same level of detail as required under the Application Form.

Change in Control

3.3.3 A Code Participant must notify the NIAA of any proposed change in Control of the Code Participant, and must do so:

- (a) before the change takes effect or
- (b) if it is not possible to give the notice before the change takes effect – as soon as practicable after the change takes effect.

3.3.4 A notice under rule 3.3.3 must include the same kinds of information about the proposed new controllers as are required for controllers and managers under the Application Form.

3.3.5 Rule 3.3.3 does not limit rule 3.3.1.

Conflicts of interest

3.3.6 A Code Participant must immediately notify the NIAA if it identifies an actual, potential or perceived conflict of interest other than one identified in its application for Code enrolment.

3.3.7 Upon notification of an identified actual, potential or perceived conflict, the NIAA may direct a Code Participant to take such steps as it considers are reasonably necessary to address or manage the actual, potential or perceived conflict. A Code Participant must comply with any such direction from the NIAA.

General power to require information

- 3.3.8 If the NIAA asks a Code Participant to give it information relevant to its Code enrolment, the Code Participant must comply with the request as soon as practicable but in any event within 5 Business Days.

3.4 Intellectual property

- 3.4.1 Nothing in these Rules alters any Intellectual Property existing at the commencement of these Rules.
- 3.4.2 If the NIAA provides a Code Participant with any NIAA Code Signage or other items in connection with the Code Participant's Code enrolment, the NIAA grants to the Code Participant a non-exclusive, revocable, Australia-wide (including the External Territories), royalty-free licence to reproduce and use any the NIAA or third party Intellectual Property rights embodied in the NIAA Code Signage for the duration of the Code Participant's Code enrolment.

3.5 Confidentiality

Code Participants' confidentiality obligations

- 3.5.1 Subject to these Rules, a Code Participant must not use or disclose Confidential Information that the NIAA provides to it in connection with its Code enrolment, or any Confidential Information about a customer, without the NIAA's prior consent.
- 3.5.2 This does not prevent:
- (a) disclosure to the extent required by a written law or the rules of a stock exchange,
 - (b) disclosure to, or use by, any of the Code Participant's Personnel, advisers or Related Bodies Corporate (each a **Recipient**) so long as:
 - (i) the Recipient needs to know the information to perform the Recipient's duties, and
 - (ii) the Code Participant ensures that the Recipient is bound by a corresponding duty of confidentiality
 - (c) disclosure or use to the extent necessary in connection with legal proceedings relating to the Code or
 - (d) a use or disclosure with the prior consent of the person concerned.

3.6 Commonwealth policies

Giving false or misleading information to the NIAA

- 3.6.1 A Code Participant acknowledges that giving false or misleading information to the NIAA can be a serious offence.

Fraud

- 3.6.2 A Code Participant must take all reasonable steps to prevent and detect Fraud in relation to the Code, including Fraud by its Personnel or customers.

Public interest disclosure

- 3.6.3 A Code Participant must ensure that its Personnel are aware that, if they suspect wrongdoing within the Commonwealth public sector, they may raise their concerns under the *Public Interest Disclosure Act 2013*.

Note: Information for disclosers is available at ombudsman.gov.au.

Anti-corruption

- 3.6.4 A Code Participant must comply, and must ensure that its Personnel comply, with any request or direction from the NIAA in relation to the NIAA carrying out its anti-corruption functions, including under the *National Anti-Corruption Commission Act 2022*.

3.7 Record-keeping

- 3.7.1 A Code Participant must keep complete accounts and records relating to the performance of its obligations under these Rules and retain copies of all accounts and records for a period of 7 years after termination of its Code enrolment or expiration of the Code.

Part 4 Complaints and review

4.1 Complaints Processes

Code Participants must clearly display the NIAA Complaints Processes for customers

4.1.1 The NIAA may provide Code Participants with:

- (a) printed copies of the Code
- (b) a certificate of Code enrolment
- (c) a customer complaints form,

which together, or on their own, constitute **NIAA Code Signage**.

4.1.2 A Code Participant must prominently display the NIAA Code Signage in a high traffic and accessible areas of all its Remote Community Stores for which it is Registered so all customers can see and read it.

Code Participants can complain about decisions and actions the NIAA takes in relation to the Code

4.1.3 If a Code Participant is not satisfied with a decision or action taken by the NIAA in relation to its Code enrolment, the Code Participant can make a complaint to the NIAA about the matter.

- (a) Complaints not relating to Code enrolment applications should be directed to the NIAA Complaints. For complaints relating to Code enrolment applications, see the Code Guidelines.
- (b) Complaints may be made orally or in writing.
- (c) Feedback or complaints can be made or online, via phone (02) 6152 3050, via email: complaints@niaa.gov.au or sent by mail to:

Complaints
National Indigenous Australians Agency
PO Box 2191
Canberra ACT 2600

4.1.4 Further information on providing feedback or making a complaint, including services available to assist with making a complaint, is available at <https://www.niaa.gov.au/feedback-and-complaints>.

Review of decision

4.1.5 A Code Participant can request for a decision made by the NIAA in relation to it to be reviewed. If a Code Participant requests a review, a new assessor and/or delegate of the NIAA will reconsider and remake the decision.

4.1.6 The Code Participant will be informed of the outcome of its request in a timely manner.

Part 5 Audit and enforcement

5.1 Access and audit

Obligation to provide access

- 5.1.1 A Code Participant must permit the NIAA and its authorised representatives, as well as the Auditor-General, the Information Commissioner and contractors or personnel of the NIAA, the Auditor-General or the Information Commissioner, to:
- (a) access the Code Participant's Code Registered Stores and
 - (b) examine, inspect, audit and copy any accounts or documents relating to the Code and these Rules.
- 5.1.2 A Code Participant must do all things necessary to comply with the reasonable requirements of a person exercising a power referred to in this rule 5.1.

Costs

- 5.1.3 The Code Participant and the NIAA must each bear their own costs of any audit conducted under rule 5.1.

Other obligations

- 5.1.4 A Scheme Participant must provide all assistance and materials required by the NIAA to comply with any requests received by the NIAA under the *Freedom of Information Act 1982*.

5.2 Enforcement

Compliance checks

- 5.2.1 A Code Participant may be subject to compliance checks by the NIAA.
- 5.2.2 The NIAA can conduct a compliance check at any time (generally, on reasonable notice). A compliance check may relate to the Code Participant's compliance with any or all of the Code and these Rules.
- 5.2.3 A Code Participant must cooperate with any NIAA official conducting a compliance check, including by:
- (a) complying with requests for information or documents
 - (b) providing explanations as required
- and otherwise assisting the official to conduct the compliance check.

Action where Minimum Standards not met (including following compliance checks)

- 5.2.4 If it appears to the NIAA (whether following a compliance check or not) that a Code Participant is not complying with a Minimum Standard that it is required to comply with, the NIAA may take such steps as appear to it appropriate to ensure that the Code Participant achieves and will continue to achieve compliance with the Minimum Standard. Such steps may include:
- (a) referring the Code Participant to an external support provider that the NIAA determines is able to assist the Code Participant

Note: For example, the NIAA may refer the Code Participant to ORIC to get governance support,

- (b) asking the Code Participant to commit to fixing its non-compliance, for example, by agreeing in writing to meet the Minimum Standards.

5.2.5 Rule 5.2.4 does not affect the NIAA's right to vary, suspend or terminate the Code Participant's Code enrolment.

5.3 Variation of enrolment

Power to vary Code enrolment

5.3.1 The NIAA may, on application by a Code Participant, vary the Code Participant's Code enrolment:

- (a) by amending the Code Registered Store (or Stores) in respect of which the Code Participant is enrolled and
- (b) by imposing a specified condition on the Code Participant's Code enrolment.

5.3.2 The NIAA may, without an application by the Code Participant, vary a Code Participant's Code enrolment:

- (a) by amending the Code Registered Store (or Stores) in respect of which the Code Participant is enrolled
- (b) by imposing a specified condition on the Code Participant's Code enrolment, on any of the grounds set out in rule 5.6.

5.3.3 A condition must be intended to promote the objects of the Code and the Scheme.

5.4 Suspending Code participation

Power to suspend Code enrolment

5.4.1 The NIAA may, by notice to a Code Participant (a **Suspension Notice**) suspend the Code Participant's Code enrolment on any of the grounds set out in rule 5.6. A Code Participant's Code enrolment may be suspended in relation to one or more Code Registered Stores.

5.4.2 A Suspension Notice must set out:

- (a) the grounds for the suspension, and
- (b) when the suspension starts and when it will end.

The Suspension Notice can say that the suspension will end on a stated day, after a stated period, or when a stated event occurs.

Note: Example of a stated event: when the NIAA is satisfied that the problem that led to suspension has been rectified.

Varying and revoking suspensions

5.4.3 The NIAA may, by notice to a Code Participant the enrolment of which has been suspended:

- (a) vary the terms of suspension, including by extending the period of suspension or any Code Registered Store which the suspension relates to, on any of the grounds set out in rule 5.6, and
- (b) revoke the suspension from a specified day.

5.5 Terminating participation

The NIAA may terminate Code enrolment for cause

- 5.5.1 NIAA can, by notice (**Termination Notice**), terminate a Code Participant's Code enrolment on any of the grounds set out in rule 5.6. The Termination Notice must set out the grounds for termination, and when termination takes effect.

The NIAA may terminate Code enrolment for convenience

- 5.5.2 The NIAA can, by notice (also a **Termination Notice**), terminate a Code Participant's Code enrolment at any time and for any reason, or for no reason. The Termination Notice must state that it is under this rule 5.5 and set out when termination takes effect.

Note: Termination of a Code Participant's Code enrolment automatically terminates the Code Participant's Scheme enrolment.

- 5.5.3 Unless stated otherwise in the Termination Notice, the termination will relate to all Code Registered Stores owned by the relevant Code Participant.

Code Participants may terminate their Code enrolment

- 5.5.4 A Code Participant may, by notice to the NIAA (also a **Termination Notice**), terminate its Code enrolment. The Termination Notice takes effect:

- (a) when it is given to the NIAA or
- (b) if the Termination Notice specifies a later day (which cannot be more than 20 Business Days after the notice is given to the NIAA) — that day.

- 5.5.5 Unless stated otherwise in the Termination Notice, the termination will relate to all Code Registered Stores owned by the relevant Code Participant.

Other termination rights not affected

- 5.5.6 Rules 5.5.1 to 5.5.4 do not limit the NIAA's other rights, or a Code Participant's other rights, to terminate Code enrolment.

5.6 Grounds for suspension and termination

- 5.6.1 For rules 5.4 and 5.5, the grounds are:

- (a) if the Code Participant has any Code Registered Stores that are Fully Registered — that the Code Participant has breached a Minimum Standard in relation to a Code Registered Store that is Fully Registered
- (b) if the Code Participant has any Conditionally Registered Store — that the Code Participant has breached a Minimum Standard that applies to its Conditionally Registered Store
- (c) the NIAA considers, acting reasonably, that:
 - (i) the Code Participant has breached, or is likely to breach, an obligation in the Rules
 - (ii) the Code Participant's continuing to be enrolled as a Code Participant adversely affects, or is likely to affect adversely, the Commonwealth's reputation
- (d) the Code Participant no longer carries on a business of a Remote Community Store
- (e) either:

- (i) the Code Participant is being or has been investigated, or Enforcement Action is being or has been taken against the Code Participant, by a Commonwealth, State or Territory government agency for a breach of an applicable law or
- (ii) the Code Participant has been notified by such an agency that such an investigation or such Enforcement Action is being considered

but this does not cover anything disclosed to the NIAA as part of the Code Participant's application for Code enrolment

- (f) the identity of a person who Controls the Code Participant has changed without the Code Participant notifying the NIAA
- (g) any of the Code Participant's property is seized to satisfy a debt, or
- (h) the Code Participant becomes Insolvent.

5.7 In most cases, the NIAA will warn Code Participants before varying, suspending or terminating Code enrolment

Warning notices

5.7.1 Before the NIAA varies, suspends or terminates a Code Participant's Code enrolment, it must give the Code Participant a notice (a **Warning Notice**):

- (a) setting out what it is proposing to do
- (b) setting out the reasons for its proposed action, the facts supporting the reasons and the main evidence for those facts and
- (c) giving the Code Participant with at least 10 Business Days to make submissions to the NIAA about the matter.

When warning notices not needed

5.7.2 Despite rule 5.7.1, the NIAA does not have to give a Code Participant a Warning Notice if:

- (a) its proposed action is, in its reasonable opinion, needed to deal with a significant and urgent risk to the Code Participant's customers at a relevant Remote Community Store, or
- (b) it is acting under rule 5.6.1(h).

Matters to be considered

5.7.3 In deciding whether to vary, suspend or terminate a Code Participant's Code enrolment, the NIAA must take into account any relevant submissions provided by the Code Participant.

5.8 What happens when Code enrolment is terminated

Effect of termination of Code enrolment

5.8.1 If a Code Participant's Code enrolment is terminated in relation to all its Code Registered Stores, then, from the day after the day termination takes effect, the Code Participant:

- (a) must not do anything to suggest that it is a Code Participant
- (b) must remove all signage advertising itself as a Code Participant, including any NIAA Code Signage, and give all NIAA Code Signage to the NIAA or as it directs and
- (c) if relevant, the Code Participant's Scheme enrolment will also be terminated.

- 5.8.2 If a Code Participant's Code enrolment is only partially terminated and the Code Participant still has at least one Code Registered Store, then, from the day after the day termination takes effect, the Code Participant must remove all signage advertising itself as a Code Participant, including any NIAA Code Signage from its stores that are no longer Code Registered Stores.

Continuing compliance with surviving obligations

- 5.8.3 If a Code Participant's Code enrolment is terminated in relation to all its Code Registered Stores, the Code Participant must comply with the provisions of these Rules that by their nature survive.
- 5.8.4 If a Code Participant's Code enrolment is partially terminated and the Code Participant still has at least one Code Registered Store, the Code Participant must continue to comply with all provisions of these Rules.

5.9 Publicity

- 5.9.1 The NIAA can publish or disclose (including on its website):
- (a) the fact that a person is a Code Participant and
 - (b) the fact that a Code Participant's Code enrolment has been varied, suspended or terminated.

Part 6 General provisions

6.1 Liability and indemnity

Indemnity from Code Participants

- 6.1.1 A Code Participant must indemnify the NIAA for any loss the NIAA suffers arising from a breach by the Code Participant and its Personnel of these Rules or the Code.

The NIAA and the Commonwealth have no liability

- 6.1.2 Neither the NIAA or the Commonwealth has any liability for any loss a person suffers or incurs arising out of the person's activities as a Code Participant.

6.2 Notices

- 6.2.1 A notice, approval, consent, instruction or other communication issued to a Code Participant in connection with these Rules must be in writing, and sent to the address notified by the recipient in the Application Form, or such other address notified to the NIAA.
- 6.2.2 Communications are deemed to be received and take effect from:
- (a) if sent by post, 8 days after posting or
 - (b) if sent by email, the earlier of:
 - (i) the time the sender receives an automated message confirming delivery or
 - (ii) 4 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

6.3 Exercising rights

Discretion in exercising rights

- 6.3.1 Unless these Rules expressly say otherwise, the NIAA may exercise any rights, powers or remedies or give or refuse consent, approval or a waiver in connection with the Code in its discretion (including by imposing conditions).

Partial exercising of rights

- 6.3.2 Unless these Rules expressly say otherwise, the NIAA's failure to exercise a right, power or remedy in connection with the Code fully or at a given time does not prevent the NIAA from exercising it later.

6.4 Remedies cumulative

- 6.4.1 the NIAA's rights, powers and remedies in connection with the Code are in addition to other rights, powers and remedies it has that are given by law.

6.5 Power to extend times

- 6.5.1 If these Rules require a Code Participant to do a particular thing at a specified time or within a specified period, the NIAA can, by notice to the Code Participant, extend the period as stated in the notice. It can do so more than once, and even after the period has ended.

6.6 Amendments of the Code Rules

Code Rules change

6.6.1 If the NIAA proposes to change these Rules, it will publish on the [NIAA Food Security Website](#) a proposal (a **Code Rules Change Proposal**):

- (a) setting out the proposed change
- (b) setting out when it is proposed that it take effect
- (c) setting out the reasons for the proposed change, the facts supporting the reasons and the main evidence for those facts and
- (d) giving a reasonable period (at least 20 Business Days) (a **Consultation Period**) for Code Participants and others to make submissions to the NIAA about the proposal.

Code Participants to inform themselves

6.6.2 It's the responsibility of Code Participants to make themselves aware of Code Rules Change Proposals: the Commonwealth and the NIAA have no obligations in that regard.

Submissions to be considered

6.6.3 In deciding whether to change these Rules under this rule 6.6, the NIAA must take into account submissions made during the Consultation Period.

Final change proposal

6.6.4 After the Consultation Period for a Code Rules Change Proposal is ended, if the NIAA decides to go ahead with the change (including in a modified form), it will publish on the [NIAA Food Security Website](#) a notice:

- (a) setting out what the change is and
- (b) setting out when it takes effect.

6.7 Nature of relationship

6.7.1 A Code Participant is not for that reason alone a partner or agent of, or a joint venturer with, of the Commonwealth.

6.8 Governing law

6.8.1 The law in force in the Australian Capital Territory governs these Rules. Each Code Participant, and the Commonwealth, submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory in connection these Rules.

6.9 Interpretation

Definitions

In these Rules:

Annual Statement of Compliance: see rule 3.2.1.

Application Form means the form so named available on the [NIAA Food Security Website](#).

Authorisation, in relation to an activity, means a licence, permission, authorisation or permission (however that is described) required by a written law to carry out the activity.

Business Day, in relation to something to be done on a day in a place, means a day other than a Saturday or a Sunday, or a public holiday in the place.

Code means the National Code of Practice for Remote Store Operations.

Note: The Code is available at on the [NIAA Food Security Website](#).

Code Guidelines means the National Code of Practice for Remote Store Operations Guidelines 2025.

Note: The Code Guidelines are available on the [NIAA Food Security Website](#).

Code Information Booklet means booklet so named and provided by the NIAA to Code Participants and applicants for Code enrolment.

Code Participant means a person enrolled for the Code in accordance with the Code Rules and Code Guidelines. A person is a Code Participant even if its Code Registered Store is only Conditionally Registered or its Code enrolment is suspended.

Code Registered Store or **Registered Store** means a Store that is Fully Registered or Conditionally Registered.

Code Rules Change Proposal has the meaning given in rule 6.6.1.

Conditional Registration or **Conditionally Registered** has the meaning given in the Code Guidelines.

Confidential Information means information provided by the NIAA to a Code Participant in connection with the Code that meets all the following criteria:

- (a) it is commercially sensitive (that is, it is not generally known or ascertainable)
- (b) its disclosure would cause unreasonable detriment to the owner of the information or another person
- (c) it was provided with an express or implied understanding that it would remain confidential.

It includes Personal Information about a customer or another person. It does not include information that:

- (d) is or becomes public knowledge other than by breach of these Rules
- (e) is in the possession of a receiving party without restriction on disclosure before the date of receipt or
- (f) was independently developed or acquired by the receiving party.

Consultation Period has the meaning given in rule 6.6.1.

Control of an entity includes the power to directly or indirectly:

- (a) determine the management or policies of the entity
- (b) control the membership of the board or other governing body of the entity or
- (c) control the casting of more than one half of the maximum number of votes that may be cast at a general meeting of the entity

regardless of whether the power is in writing or not, enforceable or unenforceable, express or implied, formal or informal or arises by means of trusts, agreements, arrangements, understandings, practices or otherwise.

Enforcement Action, by a government agency, means any action in relation to a Code Participant in consequence of a breach or a suspected breach of an applicable law, including:

- (a) giving the Code Participant directions or orders in relation to such a breach

- (b) prohibiting or restricting specified conduct by the Code Participant as a consequence of such a breach
- (c) arranging for conciliation, mediation or similar processes between the Code Participant and a customer in relation to such a breach
- (d) taking proceedings against a Code Participant or Code Participant's Personnel in a court or tribunal (however described) in relation to such a breach
- (e) imposing a penalty (however described) on the Code Participant in relation to such a breach but not merely monitoring compliance with an applicable law.

Fraud means:

- (a) dishonestly obtaining a benefit from the Commonwealth or
 - (b) causing a loss to the Commonwealth or another person, by deception or other means
- and includes alleged, attempted or suspected Fraud.

Full Registration or **Fully Registered** means registration of a Store under the Code on an unconditional basis.

Insolvent means being an insolvent under administration or insolvent or having a controller appointed (each as defined in the Corporations Act), or being in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, wound up, subject to any arrangement, assignment or composition, protected from creditors under any Statute, dissolved (other than to carry out a reconstruction while solvent) or being otherwise unable to pay debts when they fall due or having something with the same or a similar effect happen under the laws of any jurisdiction.

Intellectual Property means all present and future rights conferred by law in any business names, business trademarks, domain names, patents, designs, copyright material, proprietary software and all other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world, whether registered or unregistered.

Minimum Standard means a standard identified in the Code as a mandatory requirement.

NIAA means the National Indigenous Australians Agency.

NIAA Code Signage has the meaning given in rule 4.1.1.

Personal Information has the meaning given to it in the *Privacy Act 1988*.

Personnel means a Code Participant's officers, employees, agents and advisers (including their respective personnel).

Recommended Standard means a standard identified in the Code as a desirable, but not mandatory, requirement.

Recipient has the meaning given in rule 3.5.2.

Related Body Corporate has the meaning given in the *Corporations Act 2001*.

Remote Area or **Very Remote Area** means an area identified by the Australian Bureau of Statistics as in remote Australia or very remote Australia in accordance with the Australian Statistical Geography Standard.

Remote Food Security Strategy means the National Strategy for Food Security in Remote Aboriginal and Torres Strait Islander Communities (also known as the National Strategy for Food Security in Remote First Nations Communities) available on the [NIAA Food Security Website](#).

Rules or Code Rules means this document, the National Code of Practice for Remote Store Operations Rules 2025.

Scheme means the Commonwealth scheme known as the Low-Cost Essentials Subsidy Scheme.

Scheme Guidelines means the Low-Cost Essentials Subsidy Scheme Guidelines 2025.

Note: At the time of publication, the Scheme Guidelines are available at on the [NIAA Food Security Website](#).

Scheme Participant means a person enrolled by the NIAA to participate in the Scheme in respect of one or more Scheme Registered Stores.

Scheme Registered Store means a Code Registered Store which the NIAA has approved to be a Store through which the Scheme Participant can participate in the Scheme.

Scheme Rules means the Low-Cost Essentials Subsidy Scheme Rules 2025.

Store or Remote Community Store has the meaning given in the Code.

Store Owner means the owner and operator of at least one Remote Community Store. To be clear, the Store Owner of a Remote Community Store does not include a person operating the Store as a store management services provider, or who is otherwise engaged by another person to operate the Store.

Suspension Notice has the meaning given in rule 5.4.1.

Termination Notice has the meaning given in rule 5.5.1.

Warning Notice has the meaning given in rule 5.7.1.

General interpretation

6.9.1 In these Rules:

- (a) headings, labels and notes are for convenience only and do not affect the meaning of other provisions
- (b) the singular includes the plural and vice versa
- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings
- (d) a reference to one gender includes a reference to other genders
- (e) a reference to a contract or agreement includes a reference to any legally enforceable arrangement between parties, whatever the form of the document recording the arrangement
 - Note:** For example, as a contract or a deed.
- (f) a reference to a contract or a document is a reference to the contract or document as varied or novated, or the document that replaces it
- (g) the meaning of general words is not limited by specific examples introduced by words such as “such as”, “including” and “for example”
- (h) a reference to “person” includes a reference to an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation
- (i) a reference to a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns

- (j) a reference to a time of day, in relation to something to be done on a day in a place, is a reference to the legal time on that day in that place
- (k) a reference to “law” includes Commonwealth, State and Territory statutes, the unwritten or common law and the principles of equity.

Rules of interpretation

No rule of interpretation applies to the disadvantage of the NIAA merely because it prepared these Rules.