



Australian Government
National Indigenous
Australians Agency



NIAA

Low-Cost Essentials Subsidy Scheme Rules 2025

June 2025

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Contents

Part 1	Background	5
1.1	Name	5
1.2	These Rules	5
1.3	Order of precedence	5
1.4	Commencement	5
1.5	Scheme duration	5
1.6	No obligation	5
Part 2	Scheme arrangements	6
2.1	Arrangements with Outback Stores	6
Part 3	Participation in the Scheme	7
3.1	Introduction	7
3.2	Applying to be a Scheme Participant	7
Part 4	Obligations of Scheme Participants	8
4.1	General obligations of Scheme Participants	8
4.2	Intended Maximum Price	8
4.3	Scheme Registered Stores	9
4.4	NIAA Scheme Signage	9
4.5	Reporting requirements	9
4.6	Notification requirements	10
4.7	Intellectual Property	11
4.8	Confidentiality	11
4.9	Commonwealth policies	12
4.10	Record-keeping	12
Part 5	Complaints and review	13
5.1	Complaints Processes	13
Part 6	Audit and enforcement	14
6.1	Access and audit	14
6.2	Enforcement	14
6.3	Variation of Scheme enrolment	15
6.4	Suspending Scheme participation	15
6.5	Terminating participation	16
6.6	Grounds for suspension and termination	16
6.7	What happens when Scheme enrolment is terminated	18
6.8	Publicity	18
Part 7	Governance of the Scheme	19
7.1	Governance of the Scheme	19

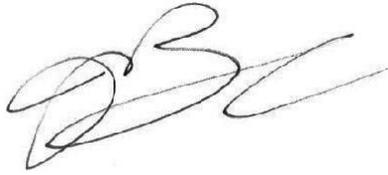


Part 8	General provisions	20
8.1	Liability and indemnity	20
8.2	Notices	20
8.3	Exercising rights	20
8.4	Remedies cumulative	20
8.5	Power to extend times	20
8.6	Amendments of the Scheme Rules	21
8.7	Nature of relationship	21
8.8	Governing law	21
8.9	Interpretation	21



Low-Cost Essentials Subsidy Scheme Rules 2025

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



Jody Broun

Chief Executive Officer

National Indigenous Australians Agency

Dated: 27 June 2025



Part 1 Background

1.1 Name

1.1.1 These are the Low-Cost Essentials Subsidy Scheme Rules 2025.

1.2 These Rules

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

1.2.2 These Rules should be read in conjunction with the Scheme Guidelines which contain requirements and other information relevant to the Scheme and its administration, including Scheme Eligibility Requirements and the application process to participate in the Scheme.

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 Rules
- (c) the Scheme Guidelines
- (d) the Code Guidelines
- (e) the Code Information Booklet

1.4 Commencement

1.4.1 These Rules commence on 1 July 2025.

1.5 Scheme duration

1.5.1 The Scheme and these Rules cease to have effect on 30 June 2029.

1.6 No obligation

1.6.1 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 Outback Stores or any other entity.



Part 2 Scheme arrangements

2.1 Arrangements with Outback Stores

- 2.1.1 The NIAA has entered into arrangements with Outback Stores (**Grant Agreements**) for the provision by the Commonwealth of grants for the purposes of the Scheme.
- 2.1.2 The Grant Agreements require Outback Stores to provide the Subsidised Items to Scheme Participants in accordance with the terms of the Grant Agreements, these Rules and the Scheme Guidelines. Outback Stores must use money it receives from the Commonwealth under the Grant Agreements to procure the Subsidised Items and deliver the Subsidised Items to Scheme Registered Stores at a Subsidised Price.
- 2.1.3 The NIAA intends to conduct a review of the first 3 months of Scheme operations. This review will be conducted by the NIAA, based on reporting provided to it by Outback Stores under the Grant Agreements. Depending on the outcomes of this review, the NIAA may seek to change these Rules using the process set out in rule 8.6.



Part 3 Participation in the Scheme

3.1 Introduction

Scheme enrolment

- 3.1.1 A person is a participant in the Scheme only if it is enrolled as a Scheme Participant.
- 3.1.2 A person is a Scheme Participant even if its Scheme enrolment is suspended.
- 3.1.3 A Scheme Participant can have multiple Remote Community Stores, in which case:
 - (a) these Rules will only apply to the Scheme Participant to the extent of the Scheme Registered Stores it has, and
 - (b) the Scheme will only apply in respect of the Scheme Registered Stores that a Scheme Participant has.

3.2 Applying to be a Scheme Participant

Applying for enrolment

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

Note: The Application Form can be downloaded from on the [NIAA Food Security Website](#). The Application Form covers both enrolment as a Code Participant and enrolment as a Scheme Participant. An applicant can't be enrolled as a Scheme Participant unless it is enrolled as a Code 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 application process

- 3.2.2 The Scheme Guidelines set out:
 - (a) the application process and requirements
 - (b) the Scheme Eligibility Requirements for Scheme enrolment and
 - (c) the evaluation criteria for Scheme enrolment.



Part 4 Obligations of Scheme Participants

4.1 General obligations of Scheme Participants

4.1.1 A Scheme Participant must, at all times:

- (a) comply with these Rules in relation to each Scheme Registered Stores it has
- (b) arrange for its Personnel to comply with these Rules in relation to each Scheme Registered Stores
- (c) comply with its agreements with Outback Stores for the supply of the Subsidised Items (including any wholesale credit agreement with Outback Stores)
- (d) comply with applicable written Commonwealth, state and territory laws
- (e) satisfy the Scheme Eligibility Requirements in relation to the Scheme Registered Stores it has
- (f) support monitoring of the Scheme to improve Scheme effectiveness, including providing feedback on the Subsidised Items.

4.2 Intended Maximum Price

NIAA approves the Intended Maximum Price; Outback Stores publishes it

4.2.1 The NIAA is responsible for determining the Intended Maximum Prices for Subsidised Items from time to time. Once the Intended Maximum Prices are determined by the NIAA, Outback Stores will publish the Intended Maximum Prices.

Note: The Intended Maximum Price list from time to time is made available on the [NIAA Food Security Website](#).

4.2.2 Outback Stores will notify Scheme Participants of updates to the Intended Maximum Prices. The Intended Maximum Prices will come into effect 3 Business Days after they are published, whether or not Scheme Participants are notified by Outback Stores.

Note: The Intended Maximum Price in force at the time the Scheme Participant purchases or orders an Subsidised Item may be different from the Intended Maximum Price in force at the time the Subsidised Item is sold to a retail customer.

Participants must not sell items at more than the Intended Maximum Price

4.2.3 A Scheme Participant must not sell a Subsidised Item at a price which is more than the Intended Maximum Price for the Subsidised Item in effect at the time of the sale to the retail consumer.

Note: A Scheme Participant may seek an exemption from this rule – see rule 4.2.4.

4.2.4 If there is a significant decrease in the Intended Maximum Price, and that drop in price would cause a substantial decrease in a Scheme Participant's gross profit on that Subsidised Item, the Scheme Participant may seek an exemption from the NIAA from rule 4.2.3. In granting any exemption, the NIAA may determine conditions – this could be in the form of a requirement that the Scheme Participant sells the Subsidised Item at the Intended Maximum Price in force at the time the Scheme Participant purchased or ordered the Subsidised Item, or through another mechanism determined by the NIAA.



Note: For example, if a Scheme Participant places a large order to cover supplies during the wet season and subsequently there is a substantial reduction in the Intended Maximum Price, it may consider it appropriate to seek such an exemption.

Determining the Intended Maximum Price

4.2.5 At least once every month, Outback Stores will survey the prices charged for each kind of Subsidised Item in large supermarkets based in the City of Darwin, Northern Territory, and report to the NIAA the average of those prices for those Subsidised Items. Outback Stores will conduct other price monitoring activities as directed by the NIAA. Where a Subsidised Item is not stocked in those supermarkets, Outback Stores may (with the NIAA's approval) refer to the prices charged for the Subsidised Item by an alternative supermarket operator in an alternative urban Australian area for the purposes of reporting the average prices to the NIAA. NIAA will refer to the report prepared by Outback Stores in determining the Intended Maximum Prices.

Determining the Subsidised Price, and providing an allowance for gross profit

4.2.6 Outback Stores will determine the Subsidised Price at which the Subsidised Item will be sold by Outback Stores to a Scheme Participant and make that information available to Scheme Participants.

4.2.7 In determining the Subsidised Price, Outback Stores will leave 30% between the Intended Maximum Price and the Subsidised Price, so that the Scheme Participant has the choice of making a gross profit margin of up to 30% while still complying with Rule 4.2.3.

Note: Rule 4.2.3 requires a Scheme Participant to not sell a Subsidised Item at a price which is more than the Intended Maximum Price in effect at the time of sale to the retail consumer. Rule 4.2.4 applies if, between the date of sale of the Subsidised Item to the Scheme Participant and the time at which the Subsidised Item is sold to the retail consumer, the headroom referred to in rule 4.2.7 falls below 30%.

4.3 Scheme Registered Stores

4.3.1 A Scheme Participant must only sell a Subsidised Item from a Scheme Registered Store it has and must not sell any Subsidised Item from a store which is not Scheme Registered.

Note: Outback Stores will only provide a Subsidised Item to a Scheme Registered Store.

4.4 NIAA Scheme Signage

4.4.1 The NIAA may provide a Scheme Participant with NIAA Scheme Signage.

4.4.2 A Scheme Participant must prominently display any NIAA Scheme Signage in a manner as directed by the NIAA. This may include requirements around displaying the NIAA Scheme Signage in high traffic and accessible areas of its Scheme Registered Store.

4.4.3 To be clear, these obligations are in addition to a Scheme Participant's obligation to display NIAA Code Signage in accordance with the Code Rules.

4.5 Reporting requirements

General reporting requirements

4.5.1 A Scheme Participant must provide the NIAA with annual reports substantially in the form of the NIAA Statement of Compliance available on the [NIAA Food Security Website](#) for each of its Scheme Registered Stores.



4.6 Notification requirements

General notification requirements

4.6.1 In addition to rule 4.3, a Scheme 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 these Rules, the Code or the Code Rules
- (b) without limiting rule 4.6.1(a)):
 - (i) anything that adversely affects, or may adversely affect, its ability to meet the Scheme Eligibility Requirements 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 an 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 considered

but this does not cover anything disclosed by it to the NIAA as part of its application to become a Scheme Participant or a Code Participant or
- (f) it has become, or is likely to become, Insolvent.

4.6.2 Subject to rule 4.6.3, a Scheme 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 4.6.2 must outline the changes (including any updated information) in the same level of detail as required under the Application Form.

Change in Control

4.6.3 A Scheme Participant must notify the NIAA of any proposed change in Control of the Scheme 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.

4.6.4 A notice provided under rule 4.6.3 must include the same details of the proposed new controllers as are required for controllers and managers under the Application Form.

4.6.5 Rule 4.6.3 does not limit rule 4.6.1.



Conflicts of interest

- 4.6.6 A Scheme Participant must immediately notify the NIAA if it identifies an actual, potential or perceived conflict of interest other than those identified as part of its application to become a Scheme Participant or a Code Participant.
- 4.6.7 Upon notification of an identified actual, potential or perceived conflict, the NIAA may direct a Scheme participant to take such steps as it considers are reasonably necessary to address or manage the actual, potential or perceived conflict. A Scheme Participant must comply with any such direction from the NIAA.

General power to request information

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

4.7 Intellectual Property

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

4.8 Confidentiality

Scheme Participants' confidentiality obligations

- 4.8.1 Subject to these Rules, a Scheme Participant must not use or disclose Confidential Information that the NIAA provides to it in connection with its Scheme enrolment, or Confidential Information about a customer, without the NIAA's prior consent.
- 4.8.2 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 Scheme 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 Scheme 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 Scheme or the Code or
 - (d) a use or disclosure with the prior consent of the person concerned.



4.9 Commonwealth policies

Giving false or misleading information to us

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

Fraud

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

Public interest disclosure

- 4.9.3 A Scheme 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

- 4.9.4 A Scheme 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*.

4.10 Record-keeping

- 4.10.1 A Scheme 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 Scheme enrolment or expiration of the Scheme.



Part 5 Complaints and review

5.1 Complaints Processes

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

- 5.1.1 If a Scheme Participant is not satisfied with a decision or action taken by NIAA in relation to the Scheme, the Scheme Participant can make a complaint to NIAA about the matter in accordance with this rule 5.1.1:
- (a) Complaints not relating to applications to enrol for the Scheme should be directed to NIAA Complaints. For complaints relating to enrolment for the Scheme, see the Scheme Guidelines.
 - (b) Complaints may be made verbally or in writing
 - (c) Feedback or complaints can be made 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
- 5.1.2 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

- 5.1.3 A Scheme Participant can request for a decision made by the NIAA to be reviewed. If a Scheme Participant requests a review, a new assessor and/or delegate of the NIAA will reconsider and remake the decision. The Scheme Participant must cooperate with the NIAA reviewer.
- 5.1.4 The Scheme Participant will be informed of the outcome of its request in a timely way.



Part 6 Audit and enforcement

6.1 Access and audit

Obligation to provide access

6.1.1 A Scheme 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 Scheme Participant's Scheme Registered Stores and
- (b) examine, inspect, audit and copy any accounts or documents relating to these Rules or the Scheme.

6.1.2 A Scheme Participant must do all things necessary to comply with the reasonable requirements of a person exercising a power referred to in this rule 6.1.

Costs

6.1.3 The Scheme Participant and the NIAA must each bear their own costs of any audit under rule 6.1.

Other obligations

6.1.4 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*.

6.2 Enforcement

Compliance checks

6.2.1 A Scheme Participant may be subject to compliance checks by the NIAA.

6.2.2 The NIAA can conduct a compliance check at any time (generally, on reasonable notice). A compliance check may relate to the Scheme Participant's compliance with any or all of these Rules, the Code Rules, the Code and the Code Guidelines, including whether Scheme Participant is selling Subsidised Items at or below the Intended Maximum Price.

6.2.3 A Scheme Participant must cooperate with any the 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 Rules are not met (including following compliance checks)

6.2.4 If it appears to the NIAA (whether following a compliance check or not) that a Scheme Participant is not complying with these Rules, the NIAA may take such steps as appear to it appropriate to ensure that the Scheme Participant achieves and will continue to achieve compliance with these Rules. Such steps may include:

- (a) referring the Scheme Participant to an external support provider that the NIAA determines is able to assist the Participant



- (b) asking the Scheme Participant to commit to fixing its non-compliance, for example, by agreeing in writing to comply with its obligations in relation to the Intended Maximum Price.

6.2.5 Rule 6.2.4 does not affect the NIAA's right to vary, suspend or terminate the Scheme Participant's enrolment in the Scheme.

6.3 Variation of Scheme enrolment

Power to vary Scheme enrolment

6.3.1 The NIAA may, on application by a Scheme Participant, vary the Scheme Participant's Scheme enrolment:

- (a) by amending the Scheme Registered Store (or Stores) in respect of which the Scheme Participant's application was granted and
- (b) by imposing a specified condition on the Scheme Participant's Scheme enrolment, on any of the grounds set out in rule 6.6.

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

- (a) by amending the Scheme Registered Store (or Stores) in respect of which the Scheme Participant's application was granted and
- (b) by imposing a specified condition on the Scheme Participant's Scheme enrolment.

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

6.4 Suspending Scheme participation

Power to suspend enrolment as a Scheme Participant

6.4.1 The NIAA may, by notice to a Scheme Participant (a **Suspension Notice**), suspend the Scheme Participant's Scheme enrolment on any of the grounds set out in rule 6.6. A Scheme Participant's Scheme enrolment may be suspended in relation to one or more Scheme Registered Stores.

Note: The effect of suspension is that the Scheme Participant will not be entitled to purchase or receive Subsidised Items from its suspended Scheme Registered Stores under arrangements with Outback Stores.

6.4.2 A Suspension Notice must set out:

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

6.4.3 The 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

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



- (a) vary the terms of suspension, including by extending the period of suspension or any Scheme Registered Store which the suspension relates to, on any of the grounds set out in rule 6.6,
- (b) revoke a suspension from a specified day.

6.5 Terminating participation

NIAA may terminate Scheme enrolment for cause

- 6.5.1 The NIAA can, by notice (**Termination Notice**), terminate a Scheme Participant's Scheme enrolment on any of the grounds set out in rule 6.6. The Termination Notice must set out the grounds for termination, and when termination takes effect.
- 6.5.2 Unless stated otherwise in the Termination Notice, the termination will relate to all Scheme Registered Stores that the relevant Scheme Participant has.

NIAA may terminate Scheme enrolment for convenience

- 6.5.3 The NIAA can, by notice (also a **Termination Notice**), terminate a Scheme Participant's Scheme enrolment at any time and for any reason, or for no reason. The Termination Notice must state that it is under this rule 6.5 and set out when termination takes effect.
- 6.5.4 Unless stated otherwise in the Termination Notice, the termination will relate to all Scheme Registered Stores that the relevant Scheme Participant has.

Scheme Participants may terminate their Scheme enrolment

- 6.5.5 A Scheme Participant may, by notice to the NIAA (also a **Termination Notice**), terminate its Scheme enrolment. The 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.

For clarity, a Termination Notice under this rule 6.5.5 does not apply to a Scheme Participant's Code enrolment, which is separately terminated under the Code Rules.

- 6.5.6 Unless stated otherwise in the Termination Notice, the termination will relate to all Scheme Registered Stores that the relevant Scheme Participant has.

Automatic termination of Scheme enrolment

- 6.5.7 If a Scheme Participant's Code enrolment is terminated pursuant to the Code Rules, the Scheme Participant's Scheme enrolment will automatically terminate upon the termination of its Code enrolment.

Other termination rights not affected

- 6.5.8 Rules 6.5.1 to 6.5.5 do not limit the NIAA's other rights, or a Scheme Participant's other rights, to terminate Scheme enrolment.

6.6 Grounds for suspension and termination

- 6.6.1 For rules 6.4 and 6.5, the grounds are:
 - (a) that a Scheme Participant's Code enrolment has been terminated or suspended (which may relate to one or more of a Scheme Participant's Code Registered Stores), or the NIAA has imposed a condition on a Participant's Code enrolment



- (b) that there are no Credit Terms Agreement in force between Outback Stores and the Scheme Participant in relation to any of its Scheme Registered Stores

Note: This could be because it has expired, or been terminated or repudiated
 - (c) the NIAA considers, acting reasonably, that:
 - (i) the Scheme Participant has breached, or is likely to breach, an obligation in these Rules, the Code or the Code Rules
 - (ii) the Scheme Participant does not meet either the Scheme Eligibility Requirements or the enrolment requirements as set out in the Code Guidelines
 - (iii) the Scheme Participant's continuing participation in the Scheme adversely affects, or is likely to affect adversely, the Commonwealth's reputation
 - (d) the Scheme Participant no longer carries on a business of a Remote Community Store
 - (e) either:
 - (i) the Scheme Participant is being or has been investigated, or Enforcement Action is being or has been taken against the Scheme Participant, by a Commonwealth, state or territory government agency for a breach of an applicable law or
 - (ii) the Scheme 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 Scheme Participant's application for Code enrolment or Scheme enrolment
 - (f) the identity of a person who Controls the Scheme Participant has changed without the Scheme Participant notifying the NIAA
 - (g) the Scheme Participant has not ordered any Subsidised Items under the Scheme for all its Scheme Registered Stores for a continuous period of 3 months
 - (h) any of the Scheme Participant's property is seized to satisfy a debt or
 - (i) the Scheme Participant becomes Insolvent.
- 6.6.2 In most cases, the NIAA will warn Scheme Participants before suspending or terminating Scheme enrolment.

Warning Notices

- 6.6.3 Before the NIAA suspends or terminates a Scheme Participant's Scheme enrolment, it will give the Scheme 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

- 6.6.4 Despite rule 6.6.3, the NIAA does not have to give a Scheme Participant a Warning Notice if:
- its proposed action is, in its reasonable opinion, needed to deal with a significant and urgent risk to the Scheme Participant's customers at a relevant Remote Community Store, or
 - (a) it is acting under rule 6.6.1(i).



Matters to be considered

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

6.7 What happens when Scheme enrolment is terminated

Effect of termination of Scheme enrolment – all Scheme Registered Stores

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

- (a) must not do anything to suggest that it is a Scheme Participant (unless the termination does not relate to all the Scheme Participant's Scheme Registered Stores) and
- (b) must deal with any remaining Subsidised Items in its possession as directed by the NIAA.

6.7.2 If a Scheme Participant's Scheme enrolment is terminated in relation to all its Scheme Registered Stores, it must not sell to a customer any Subsidised Items that it acquired from Outback Stores but were unsold on termination at a price that is more than the Intended Maximum Price for the Subsidised Item at the time of the sale.

Effect of termination of Scheme enrolment – some Scheme Registered Stores

6.7.3 If a Scheme Participant's Scheme enrolment is only partially terminated and the Scheme Participant still has at least one Scheme Registered Store, then, from the day after the day termination takes effect, the Scheme Participant:

- (a) must not sell any Subsidised Items from any store which is no longer a Scheme Registered Store, and
- (b) must sell any remaining Subsidised Items in its possession from its remaining Scheme Registered Store/s in accordance with these Rules or as otherwise directed by the NIAA.

Continuing compliance with surviving obligations

6.7.4 If a Scheme Participant's Scheme enrolment is terminated in relation to all its Scheme Registered Stores, the Scheme Participant must comply with the provisions of these Rules that by their nature survive, and must continue to comply with all provisions of these Rules.

6.7.5 If a Scheme Participant's Scheme enrolment is partially terminated and the Scheme Participant still has at least one Scheme Registered Store, the Scheme Participant must continue to comply with all provisions of these Rules.

6.8 Publicity

6.8.1 The NIAA can publish or disclose (including on its website):

- (a) the fact that a person is a Scheme Participant and
- (b) the fact that a Scheme Participant's Scheme enrolment has been varied, suspended or terminated.



Part 7 Governance of the Scheme

7.1 Governance of the Scheme

Advisory Group

7.1.1 The NIAA has established a Scheme Advisory Group which was responsible for developing and recommending the list of Subsidised Items for the NIAA's approval. The Scheme Advisory Group remains responsible for reviewing and providing the NIAA with recommended updates to the list of Subsidised Items throughout the duration of the Scheme.

Project Steering Committee

7.1.2 The NIAA has established a Project Steering Committee to oversee the implementation of the Scheme, including the performance of Outback Stores.



Part 8 General provisions

8.1 Liability and indemnity

Indemnity from Scheme Participants

8.1.1 A Scheme Participant must indemnify the NIAA for any loss the NIAA suffers arising from a breach by the Scheme Participant and its Personnel of these Rules.

NIAA and the Commonwealth have no liability

8.1.2 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 Scheme Participant.

8.2 Notices

8.2.1 A notice, approval, consent, instruction or other communication issued to a Scheme 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.

8.2.2 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.

8.3 Exercising rights

Discretion in exercising rights

8.3.1 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 Scheme in its discretion (including by imposing conditions).

Partial exercising of rights

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

8.4 Remedies cumulative

8.4.1 The NIAA's rights, powers and remedies in connection with the Scheme are in addition to other rights, powers and remedies it has that are given by law.

8.5 Power to extend times

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



8.6 Amendments of the Scheme Rules

Scheme Rules change

- 8.6.1 If the NIAA proposes to change these Rules, it will publish on the [NIAA Food Security Website](#) a proposal (a **Scheme 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 Scheme Participants and others to make submissions to the NIAA about the proposal.

Scheme Participants to inform themselves

- 8.6.2 It's the responsibility of Scheme Participants to make themselves aware of Scheme Rules Change Proposals; the Commonwealth and the NIAA have no obligations in that regard.

Submissions to be considered

- 8.6.3 In deciding whether to change these Rules under this rule 8.6, the NIAA must take into account anything in submissions made during the Consultation Period.

Change notice

- 8.6.4 After the Consultation Period for a Scheme 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.

8.7 Nature of relationship

- 8.7.1 A Scheme Participant is not for that reason alone a partner or agent of, or a joint venturer with, the Commonwealth or Outback Stores.

8.8 Governing law

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

8.9 Interpretation

Definitions

In these Scheme Rules:

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 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 means a Store that is Fully Registered or Conditionally Registered.

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

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

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

Confidential Information means information provided by the NIAA to a Scheme Participant, or by a Scheme Participant to the NIAA, in connection with the Scheme, 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.

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.

Consultation Period has the meaning it has in rule 8.6.1(d).

Credit Terms means an agreement with Outback Stores as described in the Scheme Guidelines.

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

- (a) giving the Scheme Participant directions or orders in relation to such a breach
- (b) prohibiting or restricting specified conduct by the Scheme Participant as a consequence of such a breach



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

Evaluation Criteria means the criteria set out in the Scheme Guidelines that the NIAA will use to assess if a person is suitable to be enrolled as a Scheme Participant.

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.

Grant Agreement has the meaning it has in rule 2.1.1.

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.

Intended Maximum Price means the intended maximum price at which a Subsidised Item should be sold to a retail customer, as approved by the NIAA and published by Outback Stores before being notified to Scheme Participants.

NIAA means the National Indigenous Australians Agency.

NIAA Code Signage has the meaning given in the Code Rules.

NIAA Scheme Signage means any materials provided by NIAA to a Scheme Participant relating to the Scheme. This may include, a certificate of Scheme enrolment, shelf indicators drawing attention to the Subsidised Items and a customer complaints form.

NIAA Statement of Compliance means the form available at on the [NIAA Food Security Website](#).

Outback Stores means Outback Stores Pty Ltd (ACN 120 661 234).

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

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

Recipient has the meaning it has in rule 4.8.2(b).

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



Registration of a Store means registration of that Store, either Conditionally or Fully, in the Code.

Related Body Corporate has the meaning given to it 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 at the time of publication on the [NIAA Food Security Website](#).

Rules or **Scheme Rules** means this document, the Low-Cost Essentials Subsidy Scheme Rules 2025.

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

Scheme Eligibility Requirement means a requirement identified in the Scheme Guidelines as an Eligibility Requirement.

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

Note: At the time of publication, the Scheme Guidelines are available 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 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 Change Proposal has the meaning it has in rule 8.6.1.

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.

Subsidised Items means the products available from time to time for purchase by Scheme Participants from Outback Stores at a subsidised price under the Scheme. The list of Subsidised Items is available on the [NIAA Food Security Website](#).

Suspension Notice has the meaning it has in rule 6.4.1.

Termination Notice has the meaning it has in rule 6.5.1.

Warning Notice has the meaning it has in rule 6.6.3.

General interpretation

8.9.2 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

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

