

Online Alcohol Sale and Delivery Code of Conduct

June 2019

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Forward

Retail Drinks Australia Limited (**Retail Drinks**) is the national industry association representing the interests of all off-licensees in Australia.

Retail Drinks was formed from the evolution and consolidation of state-based membership of the Australian Liquor Stores Association (**ALSA**) which previously represented the interests of Australia's retail liquor industry for over 30 years. Retail Drinks has the objective of working proactively and collaboratively with all of industry to ensure a stronger, more inclusive, united voice for industry which is truly representative of all Australia's packaged liquor retailers.

As part of its mission to enhance the ability of retailers to trade responsibly, Retail Drinks has created the first ever Code of Conduct (**the Code**) to govern online sales and deliveries of alcohol in Australia.

Retail Drinks has developed the Code following an extensive process of consultation and collaboration with key industry stakeholders, including all major online liquor retailers and representatives from various Australian state and territory governments. Best-practice elements from each of these retailers' existing frameworks have been considered in the development of the Code. The Code has also been developed with reference to the Australian Competition and Consumer Commission's (**ACCC**) *Guidelines for developing effective voluntary industry codes of conduct*.

1. Background

1.1: Introduction

The Code is a voluntary, industry-wide framework, authored and administered by Retail Drinks, for the purposes of governing online alcohol sales and deliveries in Australia.

1.2: Objectives

The Code's primary objective is to provide a robust, best-practice and fit for purpose framework governing online sales and deliveries of alcohol. The Code also serves to enhance the ability of retailers to trade in this space responsibly. The intention of the Code is to:

- a) Enable all retailers to conduct online sales and deliveries of alcohol, upholding the principle of responsible retailing at all times;
- b) Represent a unified framework consistent across all Australian jurisdictions; and
- c) Provide proactive and collaborative industry leadership to promote effective self-regulation.

1.3: Scope and Coverage

The Code applies to all existing Retail Drinks Members engaging in online sales and deliveries of alcohol and any other person or entity who subsequently elects to become a Code Signatory. Delivery companies and couriers are also eligible to become Code Signatories. All current and new Retail Drinks Members will be requested to become Code Signatories as part of maintaining their Membership.

If a Retail Drinks Member does not comply with the requirements of the Code and fails to make reasonable attempts to address this non-compliance, they will be subject to a formal disciplinary process which may ultimately result in them ceasing to be a Code Signatory and Member. Further information in regards to the Code's complaint management mechanisms and the process of disciplinary action taken against non-compliant Signatories and Retail Drinks Members is provided in Section 9.

The Code is national in scope, applying to online sales and deliveries in all Australian states and territories. It is intended that the Code will be recognised by all Australian state and territory governments as a best-practice standard for retailers in terms of both their practices and conduct.

Online alcohol purchases for the purposes of businesses to business (B2B) transactions (i.e. those accompanied by a valid Australian Business Number (ABN) and delivered to a legitimate business address) are specifically excluded from the scope of the Code.

1.4: Privacy, Confidentiality and Competition Law Compliance.

Retail Drinks is committed to protecting the privacy of the personal information of all Code Signatories, and their Customers, and to this end will comply with the Australian Privacy Principles (**APPs**) as contained in the *Privacy Act 1988* (Cth) (Privacy Act) regarding the collection of personal information. ***A full copy of Retail Drinks' privacy policy is available on its website.***

Retail Drinks may also periodically contact Code Signatories and other third parties requesting relevant information concerning the Code, including in relation to Code compliance, audit results and data monitoring. These information requests will not under any circumstances request personal information of Customers and shall, wherever applicable or unless consented to by the Code Signatory, be anonymised before disclosure to the CAC or any third party.

Retail Drinks is committed to the observance of all laws and the highest ethical standards. Compliance with the *Competition and Consumer Act 2010* (Cth) (**CCA**) is a core element of this commitment. No members or directors of Retail Drinks, Code Signatories or the Code Administration Committee, have the intention of using Retail Drinks meetings or other communications as a mechanism to establish or give effect to any anti-competitive or otherwise unlawful conduct. To guard against this risk, Retail Drinks has implemented a Competition Law Compliance Policy (**Policy**) and its Board has undertaken competition law compliance training. All members of the CAC will be required to undertake the same training. ***A full copy of Retail Drinks' Competition Law Compliance Policy is available on its website.***

1.5: Timing

The Code will formally come into effect as of 1 July 2019.

1.6: Transitional Arrangements

In order to assist Code Signatories ensure that their systems are fully compliant with the Code, a six-month transitional period will apply.

The Code, including all relevant disciplinary mechanisms as described in Section 9 and the practice of audit, will apply as of 1 January 2020.

2. Definitions

The following terms and expressions used throughout the Code have the meaning set out beside them.

- **Age-checking** – the process of verifying a prospective Customer is of legal drinking age to ensure compliance with regulatory requirements regarding the sale and supply of alcohol to minors.
- **Attended delivery** – the acceptance of an alcohol delivery at a nominated address by a person who is over the age of 18.
- **Block-out period** (clause 4.1.11) – the timeframe between 1am and 6am in which no deliveries of alcohol, either attended or unattended, are permitted to occur.
- **CAC and Code Administration Committee** – The Committee established under clause 5.1 tasked with oversight of all aspects of the Code.
- **Code compliant** – state of compliance with all requirements as set out in the Code.
- **Complaint** – an issue raised by a Customer, Retailer, Delivery Agent or other third-party identifying non-compliance, or possible non-compliance with the Code.
- **Complaint Management Framework** – the major elements of the Code pertaining to the timely and satisfactory resolution of complaints alleging non-compliance with the Code.
- **Customer** – any person over the age of 18 purchasing alcohol from a Retailer through an online system to be delivered at a later point in time.
- **Data monitoring** – the process of reviewing potentially high-risk transactions or ordering patterns within an online ordering system.
- **Delivery** – the process of providing alcohol to a Customer at a nominated address outside a licensed premise.
- **Delivery Agent** – all alcohol delivery providers, and includes delivery companies, couriers and individual drivers.
- **Dry Zone** (clause 4.1.9) – a declared area as prescribed by law where all consumption and therefore delivery of alcohol is prohibited.
- **Express delivery** – the delivery of alcohol occurring anywhere within a 4-hour timeframe from initial time of purchase.
- **Member** – a financial Member of Retail Drinks.

- **Non-same day delivery** – the delivery of alcohol occurring on any day after the day of purchase.
- **Prescribed Zone** (clause 4.1.10) – a declared area as agreed to by Retail Drinks and relevant state and territory governments where all unattended deliveries are prohibited.
- **Purchaser** – any person aged over 18 engaging in the online purchase of alcohol from a Retailer.
- **Responsible Manager** – a specific person appointed by a Retailer under clause 4.1.4 with oversight of that Retailer’s adherence to the Responsible Supply Principles and other risk mitigation measures in place.
- **Responsible Supply Principles** – the principles governing the responsible sale and supply of alcohol, including Responsible Service of Alcohol principles applicable under the relevant State and Territory regulations, and other principles relating to the prohibition on the sale and supply of alcohol to persons who are under 18 or who are intoxicated at the time of supply.
- **Retailer** – a business licensed to, and engaging in, the online sale and delivery of alcohol to Customers.
- **Same-day delivery** – the delivery of alcohol occurring at any timeframe between the time of purchase and midnight on the day of purchase, or at any timeframe between the time of purchase and the daily closure time of the applicable liquor licence (if after midnight).
- **Self-Exclusion** – the ability for Customers to voluntarily exclude themselves under clause 4.1.6 from an online alcohol delivery service for a specified period of time, or permanently.
- **Signatory** – any person or entity who intends to be involved, either directly or indirectly, with the sale and delivery of alcohol by online retail sale and who agrees to subscribe to the Code and abide by its requirements.
- **Third-Party Request** – a request under clause 4.1.7 by a third-party for a Retailer to review a Customer’s ordering history
- **Unattended delivery** – a delivery of alcohol which is left unattended by a Delivery Agent at a nominated delivery address in accordance with any specific instructions provided by the purchaser.

3. Legislation

The Code and its associated requirements will exist separately to the various legislative frameworks across each of the Australian states and territories.

3.1: Existing Legislative Frameworks

All retailers, both bricks and mortar as well as online, already have various responsibilities and obligations pertaining to the sale and supply of alcohol under each state and territory's relevant liquor legislation. The existing liquor legislation in each of the states and territories is listed below:

Australian Capital Territory

- *Liquor Act 2010*

New South Wales

- *Liquor Act 2007*

Northern Territory

- *NT Liquor Act*

Queensland

- *Liquor Act 1992*

South Australia

- *Liquor Licensing Act 1997*

Tasmania

- *Liquor Licensing Act 1990*

Victoria

- *Liquor Control Reform Act 1998*

Western Australia

- *Liquor Control Act 1988*

Whilst some Australian jurisdictions already have legislated requirements regarding online alcohol sales and deliveries, there is no uniformity across these laws on a nation-wide basis. As is the case with new and emerging business models in other industries, regulatory and legislative frameworks often fail to keep up with the pace of technological change and evolving consumer preferences. The Code is intended to provide a national, unified approach towards online alcohol sales and deliveries to eliminate inconsistencies that currently exist across Australia. In doing so, the Code delivers significant benefits to industry participants in the form of reduced red tape and duplication.

The Code aligns with Retailers' existing legal requirements as contained in the aforementioned legislation where practically possible (such as the prohibition of alcohol deliveries in Dry Zones – clause 4.1.9 of the Code) but does not necessarily capture the requirements of individual licensees that may be contained in their liquor licence conditions issued by the relevant state or territory authority.

4. Principles

As per its stated objectives, the existence of the Code is intended to enhance the ability of Retailers to trade responsibly in the online alcohol sale and delivery sector. As such, many of the Code's principles are written with this objective in mind, or are written with the intent of collaboration between Retailers and Delivery Agents to ensure achievement of this objective. Accordingly, some principles apply only to Retailers, and some principles apply only to Delivery Agents.

The Code is intended to prescribe a set of minimum requirements to all Retailers and Delivery Agents, however any Retailer wishing to adopt additional measures that are above and beyond the requirements of the Code are able (and encouraged) to do so.

4.1: Risk Mitigation

One of the key principles of the Code is to ensure that there are adequate procedures in place to sufficiently mitigate against the risks associated with online alcohol sales and deliveries, specifically the risk of violating the Responsible Supply Principles. In incorporating risk mitigation as a key principle of the Code, all Signatories must adhere to the following requirements as a minimum in order to comply.

4.1.1: Unattended Delivery

- Same-day or Express unattended alcohol deliveries are not permitted under any circumstances.
- Non-same day unattended alcohol deliveries are permitted. However, Retailers providing Non-same day unattended deliveries are required to request specific unattended delivery instructions from a Customer at time of purchase, and these instructions must be passed on to Delivery Agents.
- Instructions may include specific details as to where the delivery should be left in order to minimise against possible risks such as theft.

4.1.2: Attended Delivery

- Same-day and Non-same day attended deliveries are permitted, provided that:
 - the purchaser or another adult¹ (over the age of 18 and not intoxicated) is present in order to receive the delivery; and
 - Identification procedures as set out in clause 4.1.3 are complied with.

4.1.3: Identification Procedures

- Retailers must adopt adequate procedures in their systems which verify that Customers are aged over 18. For the purposes of this clause, the extent and manner of the adequate

¹ In South Australia, the customer is required to nominate another adult to which alcohol may be delivered as part of the purchasing process (Section 107A(3)(b) of *Liquor Licensing Act 1997*).

procedures can be determined by the Retailer but must include more than only manual date of birth entry (age-check) by the Customer.

- Any person accepting the delivery of alcohol, either the Customer or another adult, is required to provide sufficient identification documents upon accepting a delivery if they appear to look under the age of 25.
- Acceptable forms of identification in this instance include:
 - Australian or Foreign² Passport;
 - Australia Post Digital iD™ in relevant approved jurisdictions³
 - Australia Post Keypass in Digital iD™⁴;
 - Australian Proof of Age document⁵;
 - Drivers Licence or permit issued by an Australian State or Territory
 - Drivers Licence issued by a foreign country⁶; and
 - Photo Card issued by a public authority of the Commonwealth or of another State or Territory for the purpose of attesting to a person's identity and age.

4.1.4: Online Responsible Supply Principles Manager

- Retailers must nominate a dedicated and trained online Responsible Supply Principles manager (**Responsible Manager**) with responsibility for the following Code compliance matters:
 - Review of Data Monitoring (clause 4.1.5);
 - Review of Self-Exclusion and Third-Party Requests (clauses 4.1.6 and 4.1.7);
 - Ensuring a record of incidents is maintained (clause 4.2.3); and
 - Ensuring compliance with the Code, including adopting or distributing any Code updates and training updates (clause 4.2.1).
- For the avoidance of doubt a Responsible Manager may delegate one or more of its responsibilities to sufficiently trained and qualified employees, at the Retailer's discretion. However, a Retailer must be able to identify the relevant employees with the delegated authority of a Responsible Manager if contacted, and the Responsible Manager remains the relevant contact for the CAC in relation to Code compliance.

4.1.5: Data Monitoring

- Retailers should ensure that their systems have the ability to flag potentially high-risk transactions or ordering patterns for further review (and if deemed necessary, actioning) by the Responsible Manager.
- All Retailers must adopt processes to ensure adequate management of any flagged Customers (including, subject to technology capability, those Customers banned from purchasing alcohol

² Foreign passports are currently accepted as an acceptable form of identification in New South Wales, Victoria, Queensland, Tasmania, the Australian Capital Territory and Northern Territory (most international passports accepted in the NT).

³ Australia Post Digital iD™ is currently accepted in Victoria, Queensland, Tasmania and the Australian Capital Territory.

⁴ Ibid.

⁵ Proof of Age documents accepted in New South Wales, Victoria, Queensland, South Australia, Western Australia, Tasmania, the Australian Capital Territory and the Northern Territory.

⁶ Foreign drivers licences are currently accepted in New South Wales, Queensland, the Australian Capital Territory and Northern Territory (most).

due to any regulation imposed by a state or territory regulators), potentially resulting in their temporary or permanent exclusion from an online service (Clause 4.1.6 and 4.1.7).

4.1.6: Self-Exclusion

- Online ordering systems must enable a Customer to self-exclude themselves from a delivery service for a specified period of time, or permanently.
- Self-exclusion must trigger a cessation of any direct or push marketing to the excluded Customer.

4.1.7: Third-Party Review Request

- Retailers should provide the ability within their online ordering systems enabling a Third-Party to lodge a Request to review a Customer.
- A Third-Party Request may relate to concerns as to whether ongoing supply to an online Customer complies with the Code, or state and territory laws. The Request may also relate to concerns regarding the Customer's alcohol consumption habits.
- Upon receipt of a Third-Party Request, and provided a Retailer does not form a view (acting reasonably) that the Third-Party Request is frivolous or being made for an improper purpose, a Retailer should conduct a review of the Customer with the potential (but not obligation) to raise the relevant concerns or risks with the Customer.
- Should the Retailer deem that further action is required, in addition to any other action the Retailer deems appropriate, the Customer who is the subject of action due to a Third-Party Request may be:
 - Advised that their ordering history has been reviewed; and
 - Provided relevant information and/or educational materials produced by government or third parties such as DrinkWise.
- Due to privacy requirements, a Retailer can only confirm to the Third-Party lodging the original Request that the request was considered and reviewed, but cannot provide any further information and in particular, may not confirm what action (if any) was taken.

4.1.8: Cooling Off Period

- Any Customer who has their access to a Retailer's online ordering system suspended or revoked, pursuant to the processes described in either clauses 4.1.6 or 4.1.7, may apply for their access to be reinstated.
- Any reinstatement request will be subject to a minimum 24-hour 'cooling off' period from the time when the request is granted, and access is reinstated.

4.1.9: Dry Zones

- The Code expressly prohibits any alcohol sales and deliveries, including hampers and gift products containing alcohol, in designated Dry Zones as prescribed in current state and territory liquor regulations.
- As part of its management and administration of the Code, Retail Drinks will continuously maintain a record of Dry Zones across all Australian states and territories which will be updated when necessary.
- This comprehensive list of Dry Zones will be provided to all Signatories as part of collateral materials associated with the Code. All Signatories will also be informed whenever newer versions of this document are created.

4.1.10: Other Prescribed Zones

- In addition to Dry Zones as prescribed in regulation and described in clause 4.1.9, Retail Drinks, may also apply additional restrictions to other areas due to the presence of significant alcohol related crisis or high-risk factors.
- The process of including other Prescribed Zones will occur in consultation with various Australian state and territory governments.
- The addition of other Prescribed Zones requires the recommendation of the CAC in accordance with the Code review procedures as described in clause 5.1.1.
- Any areas designated as additional Prescribed Zones will be excluded from receiving unattended deliveries, regardless of whether they are same day or non-same day deliveries, and may include such other restrictions as the CAC deems appropriate in the circumstances.

4.1.11: Block-out Period

- The Code designates the timeframe between 1 and 6am as a 'block-out' period.
- During this block-out period, no deliveries of alcohol, regardless of whether they are attended or unattended deliveries, may occur.
- Depending on the state and territory of operation, there may be additional time periods in which alcohol deliveries may not occur, according to the applicable legislation and/or individual licence conditions imposed.^{7,8}

⁷ In South Australia, a retail liquor merchant's licence only authorises the licensee to sell liquor direct sales transactions provided that it is despatched and delivered only between the hours of 8am and 9pm and not on Good Friday or Christmas Day (Section 37(1)(ab) of *Liquor Licensing Act 1997*).

⁸ In New South Wales, a packaged liquor licence authorises the sale of takeaway liquor (includes home delivery services of alcohol) from 5 am to 11 pm between Monday and Saturday and 10 am and 10 pm on Sunday, unless an Extended Trading Authorisation has been granted allowing for takeaway liquor sales between 5 am and 10 am on Sundays. A 6-hour closure period applies to all liquor licences, including those with extended trading hours.

4.2 Education and Training

Another key principle governing the operation of the Code is incorporating education and training frameworks to ensure that the overarching objective of promoting responsible online retailing is achieved. This principle is particularly significant given that the existing responsible service of alcohol (**RSA**) framework does not sufficiently cover the specific risks and issues faced in a home delivery environment and therefore does not safely mitigate against the risk factors involved.

The nature of the transaction in a home delivery environment differs significantly to an on-premises environment which necessitates the development of an industry-specific training framework for all Delivery Agents.

In ensuring that best-practice approaches relating to the online alcohol delivery sector are adopted, all Code Signatories must adhere to the following requirements as a minimum in order to comply.

4.2.1: Delivery Agent Training

- All Delivery Agents must be provided with appropriate Responsible Supply Principles training, which is specifically tailored to the online delivery environment, prior to conducting any alcohol deliveries.
- These training programs must be fit for purpose, and ideally recreate possible scenarios faced by Delivery Agents.
- Retail Drinks will provide Code Signatories with a suite of educational resources to assist Retailers and Delivery Agents in developing their own training programs.
- Retail Drinks will also regularly provide updates to training programs, to assist Responsible Managers in updating Delivery Agents with relevant trends or issues concerning the online alcohol sale and delivery sector.

4.2.2: Delivery Agent Practices

- In the event that a Delivery Agent perceives a conflict with the Responsible Supply Principles during the course of a delivery, the delivery must not occur.
- Delivery Agents' practices should include incentives for adherence to the Responsible Supply Principles such as ensuring that Delivery Agents are not financially penalised where goods have not exchanged hands due to perceived conflicts with this Principle.

4.2.3: Records of Incidents

- All Retailers and Delivery Agents will be required to document any incidents occurring during a delivery where a Delivery Agent has raised Responsible Supply Principles concerns.
- Retailers will be required to keep a record of all non-completed deliveries due to perceived conflicts with the Responsible Supply Principles for a minimum period of 12 months from the date of any incident recorded.

- Records of incidents maintained pursuant to this clause may be electronic or physical and may be contained in more than one location, provided that the Responsible Manager is able to produce a complete list on request.
- All Retailers should ensure that there are adequate procedures in place amongst its Delivery Agents so that all relevant details associated with any incident(s) are accurately recorded.

5. Code Administration

5.1 Code Administration Committee

As part of the administration of the Code, Retail Drinks' Code Administration Committee (CAC) assumes primary responsibility for managing all aspects of the Code, including its content, promotion and ongoing effectiveness. The CAC also assumes responsibility for ensuring that there is a high degree of compliance with the Code across the industry which is consistently maintained.

5.1.1: Code Review Process

- As part of the duties and functions of the CAC, the Code is subject to a regular and thorough review process.
- This comprehensive review process will occur at a minimum frequency of once every 2 years.
- Should any urgent updates to the Code be needed in the intervening period between formal reviews, the CAC may convene an extraordinary general meeting (EGM) to discuss and recommend that changes be made to the Code.
- Changes to the Code, such as updating the list of Prescribed Zones, may also be discussed and recommended by the CAC during the course of an ordinary general meeting.
- Any updates to the content of the Code will occur in close collaboration and consultation with key industry and government stakeholders to ensure that the Code remains robust, best-practice and fit for purpose in keeping with the Code's overall objectives.
 - The ability to continuously revise and update the Code as necessary is a significant benefit of the Code as it is a more flexible framework than government legislation.
- The flexibility of the Code is particularly relevant given the fast-changing and dynamic nature of the online alcohol sale and delivery sector. All changes to the Code occurring both during and outside of the formal review process, will be reported periodically as deemed appropriate by the CAC, and will be notified to all Code Signatories and state and territory governments.

5.2 Membership

- It is intended that the membership of the CAC will encompass a diverse range of retail liquor industry members to ensure that a variety of viewpoints from across the industry are represented. To this end, the Committee will consist of at least one (1) representative from the following stakeholder categories:
 - Retail Drinks management;
 - Digital/Online Retailer;
 - A Responsible Manager of a Signatory;
 - A delivery or third-party logistics company who is also a Signatory; and
 - A government representative;

- Other Members may be added to the CAC as required and deemed necessary. The CAC should consist of no more than ten (10) Members in total.

5.3 Meetings

5.3.1: Chair

All meetings of the CAC will be chaired by Retail Drinks.

5.3.2: Agenda

Prior to each meeting, a meeting agenda including a list of all discussion items will be prepared and distributed by email to all CAC Members.

The agenda will be distributed no later than three (3) business days in advance of the meeting.

CAC Members wishing to raise specific discussion items during the meeting can have these matters included on the agenda by informing Retail Drinks prior to the distribution of the agenda.

5.3.3: Minutes

At the conclusion of each meeting, Retail Drinks will prepare minutes detailing all items discussed and agreed upon by the CAC. Retail Drinks will keep a record of all meeting minutes on file for future reference.

Individual copies of these minutes will be distributed to all CAC Members no less than seven (7) working days after the meeting.

Any matters requiring significant time and resources to address may be dealt with outside of the meeting and reported against at the subsequent CAC meeting.

5.3.4: Frequency

The frequency of meetings will be decided at the first meeting of this CAC.

At a minimum, it is envisaged that meetings of this CAC will take place on a quarterly basis.

There may also be a need to convene additional meetings as the level of activity arising from the CAC increases.

The exact scheduling of meetings for this CAC will be determined by the availability of individual Members.

5.3.5: Attendance

Whilst it is intended that all meetings of this CAC will occur face-to-face, meetings may also be held by telephone, videoconference, or other electronic means.

5.3.6: Quorum

A quorum will be a minimum 50 per cent of CAC Members present but cannot be less than 3 Members.

5.4 Review

The effectiveness of the CAC in fulfilling its functions and achieving its stated objectives will be reviewed after a 12-month period.

6. Audit Process

As part of Retail Drinks' objective of ensuring that the Code is robust, best-practice and fit for purpose, all Code Signatories will be subject to an independent audit to demonstrate their continued compliance with the Code's requirements.

6.1: Self-auditing

- All Code Signatories have the opportunity to conduct a self-audit of their online sale and delivery practices to ensure their continued compliance with the Code.
- Audit outcomes will be shared with the CAC for aggregation into the overall audit of Code compliance.

6.2: Periodic Randomised Audits

- Code Signatories will be the subject of a periodic, randomised sale and delivery audit process conducted by Retail Drinks through an external auditor.
- The scope of the Audit will be to confirm a Code Signatory's compliance with the Responsible Supply Principles and will involve a transaction through the Signatory's website, and assessment of their compliance with the Code throughout the sales and delivery process, specifically with regards to:
 - Principles in clauses 4.1.1 to 4.1.3 (inclusive) in relation to Unattended and Attended Deliveries, and Identification Procedures; and
 - Clauses 4.1.9 and 4.1.10 in relation to Dry Zones and Prescribed Zones.

6.3: Consequences of Audit Failure

- Should any non-compliance with the Code be identified through the auditing process as described in clause 6.2 above, a Code Signatory will be contacted to discuss immediate actions required to rectify any identified non-compliant practices consistent with the provisions outlined in clause 9.2.1.
- Once the source of non-compliance has been identified through the audit process, the Code Signatory will be required to address this non-compliance in a timely and satisfactory manner.
- A subsequent, follow-up audit will be conducted once the Code Signatory has implemented the necessary measures to address any non-compliance as identified during the initial audit process.
- Should the Code Signatory fail to resolve non-compliance as identified by the auditing process in a timely and satisfactory manner, the relevant Signatory may be subject to formal disciplinary action as outlined in clause 9.

7. Promotion

Retail Drinks agrees to promote the Code through all practical means to ensure that industry stakeholders are aware of the Code's existence and the associated benefits with becoming a Code Signatory. Individual copies of the Code will also be made available through Retail Drinks' website and hard copy by request.

- As part of becoming a Code Signatory, Signatories are entitled to promote their Code-compliant status in their external marketing and promotional materials, should they wish to do so.
- Code Signatories may also promote and market their Code-compliant status through the use of an approved, trademarked logo to be produced by Retail Drinks.

8. Complaint Management Framework

The Code provides a detailed and robust complaint management framework to ensure that all complaints received alleging non-compliance of the Code by a Code Signatory, whether perceived or actual, are handled in a highly professional, timely and appropriate manner.

The complaint management framework is in place to ensure that the highest possible standards of industry compliance with the Code are maintained.

8.1: Complaint Register

All parties involved in the process of conducting online alcohol deliveries, including Customers, Retailers, and Delivery Agents are able to lodge a complaint with Retail Drinks where any perceived or actual breach of the Code has occurred.

The CAC is tasked with maintaining a comprehensive complaint register as part of its role in maintaining and overseeing a high degree of industry compliance with the Code.

This register would record key information relating to the specific complaint including the:

- Nature of the complaint received;
- Relevant parties involved;
- Timeliness of the response to the complaint;
- Type of sanction (if any) imposed; and
- Any other relevant outcomes relating to the complaint.

The management of the complaint register would be in strict accordance with all legislative requirements as set out in the Privacy Act.

9. Disciplinary Action for Non-Compliance

The Code also sets out a process by which disciplinary action is brought against a non-compliant Code Signatory. The disciplinary action brought against a Code Signatory is dependent upon the nature of their non-compliance as well as attempts demonstrated by the Code Signatory to rectify their non-compliance in a timely and satisfactory manner.

9.1: Investigation Process

In the first instance of a complaint being received alleging non-compliance with the Code, this will trigger an investigation process by Retail Drinks to determine the veracity of the complaint received against a Code Signatory. Should any non-compliance with the Code be found upon this investigation process, the Code Signatory will be contacted to discuss immediate actions required to rectify any identified non-compliant practices.

If it is found that a Code Signatory is exhibiting repeated or intentional non-compliance with the Code and fails to resolve this non-compliance in a timely and satisfactory manner, the CAC will escalate this matter to a formal disciplinary process where they may be removed as a Code Signatory either temporarily or permanently (see clause 9.2.2 below).

9.2: Disciplinary Process

Should repeated attempts to rectify a Code Signatory's non-compliance fail to result in a satisfactory outcome, the CAC may decide to take further disciplinary action against the non-compliant Signatory. The CAC may hold a formal disciplinary meeting to decide what action, if any, should be taken against a Signatory demonstrating repeated non-compliance with the Code. As part of its determination, the CAC can decide whether the Code Signatory:

- Should be subject to no further disciplinary action;
- Should have their status as a Code Signatory suspended for a specified period; or
- Have their status as a Code Signatory permanently revoked.

The non-compliant Code Signatory will be provided with the opportunity to verbally present to CAC Members during this meeting. Additionally, the Code Signatory may also provide the CAC with a written statement in regards to their non-compliance and proposed disciplinary action prior to the meeting for CAC Members' consideration.

9.3: Appeal Process

In the event that the CAC has determined that formal disciplinary action should be taken against a non-compliant Code Signatory, the Code Signatory may then appeal the CAC's decision in writing.

All appeals will be considered by the Retail Drinks Australia Limited Board, who will be provided with all documentation in relation to the original complaint, any submitted materials, the decision of the CAC and any appeal documentation. The Retail Drinks Australia Limited Board will then make the decision (which is not subject to any further appeal rights) to uphold or revoke the formal disciplinary action against a non-compliant Code Signatory.

9.4: Additional Disciplinary Action in accordance with Retail Drinks Constitution

In the case that a Retail Drinks Member has their status as a Code Signatory either suspended or revoked as a result of repeated non-compliance, this action will also automatically trigger formal disciplinary mechanisms as contained in Section 7 of the Retail Drinks Constitution. From this, the Retail Drinks Australia Limited Board may decide through a formal Disciplinary Subcommittee and appeals process to either suspend (temporarily or permanently) or cease the Member's membership of Retail Drinks.