



## Wine Export Charge Collection Agreement 2025

Department of Agriculture, Fisheries and  
Forestry

Collection Agreement

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Commonwealth of Australia, as represented by the  
Department of Agriculture, Fisheries and Forestry  
(**Commonwealth**)

Wine Australia (**Wine Australia**)

# Agreement Information

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## Parties

Name                      The Commonwealth of Australia as represented by the Department of Agriculture, Fisheries and Forestry ABN 34 190 894 983

Short form name        **Commonwealth**

Name                      Wine Australia ABN 89 636 749 924

Short form name        **Wine Australia**

## Overview

- A      A charge is imposed on wine that is produced in Australia and exported from Australia under the *Primary Industries (Customs) Charges Regulations 2024* (**Wine Export Charge**).
- B      Subsection 12(2) of the *Primary Industries Levies and Charges Collection Act 2024* (**Collection Act**) allows the Commonwealth to enter into an agreement with a person or body about the collection, on behalf of the Commonwealth, by that person or body of certain levies and charges. This includes the collection of the Wine Export Charge.
- C      The Secretary of the Department of Agriculture, Fisheries and Forestry on behalf of the Commonwealth, and Wine Australia have agreed to enter into this Agreement for the collection of the Wine Export Charge by Wine Australia, on behalf of the Commonwealth.
- D      Wine Australia collected the charge imposed on wine under the repealed *Primary Industries Levies and Charges Collection Act 1991*, on behalf of the Commonwealth as represented by the Department of Agriculture, Fisheries and Forestry.
- E      This collection arrangement enables Licensed Exporters to continue to streamline the management of their export operations and obligations through Wine Australia.
- F      This Agreement provides necessary updates to the terms and conditions to account for the new levy and charge legislative framework regarding the imposition of the Wine Export Charge and the collection of the Wine Export Charge by Wine Australia on behalf of the Commonwealth.

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# Agreed Terms

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## Part 1 – Collection

### 1. Definitions and interpretation

#### 1.1 Definitions

In this Agreement, except where the contrary intention is expressed, the following definitions are used:

<b>Agreement</b>	this Agreement as amended from time to time.
<b>Agreement Period</b>	the Agreement Period specified in clause 2.1.
<b>Applicable Law</b>	an applicable law, statute, regulation or code from time to time in force (including Privacy Law).
<b>APPs</b>	the Australian Privacy Principles, as defined in the Privacy Act as amended from time to time.
<b>Business Day</b>	means a day other than a Saturday, Sunday or public holiday in Canberra, Australian Capital Territory, commencing at 9.00 am and ending at 5.00 pm and 'Business Days' shall be construed accordingly.
<b>Collection Act</b>	the <i>Primary Industries Levies and Charges Collection Act 2024</i> , as in force from time to time.
<b>Collection Legislation</b>	the Collection Act and Collection Rules, as in force from time to time.
<b>Collection Rules</b>	the <i>Primary Industries Levies and Charges Collection Rules 2024</i> , as in force from time to time.
<b>Commencement Date</b>	the date on which this Agreement commences, being the date of execution by both parties, or where the parties execute the Agreement on different dates, the later of those dates.
<b>Commonwealth</b>	the Commonwealth of Australia as represented by the Department of Agriculture, Fisheries and Forestry.
<b>Commonwealth Contact Officer</b>	the person specified at clause 14(b)(ii).
<b>Confidential Information</b>	information that is by its nature confidential and a party knows or ought to know is confidential, but does not include information that is or becomes public knowledge otherwise than by breach of this Agreement or any other confidentiality obligation.
<b>Department</b>	the Department of Agriculture, Fisheries and Forestry and includes any department, agency or authority of the

	Commonwealth which is from time to time responsible for administering this Agreement on behalf of the Commonwealth.
<b>Department Contact</b>	the meaning given in clause 4.3(c).
<b>Dispute Contact</b>	the Chief Executive Officer of each party or such individual of similar position of seniority.
<b>Financial Year</b>	the period from 1 July 2025 until 30 June 2026 and each subsequent 12 month period commencing on 1 July.
<b>Former Collection Agreement</b>	the Wine Export Charge Collection Agreement 2021 by and between the parties.
<b>Late Payment Penalty</b>	a penalty payable under section 9 or 11 of the Collection Act and 'Late Payment Penalties' shall be construed accordingly.
<b>Licensed Exporter</b>	a person who: (i) has been granted a licence to export grape products from Australia issued in accordance with section 9 of the <i>Wine Australia Regulations 2018</i> ; and (ii) is otherwise liable to pay the Wine Export Charge.
<b>Personal Information</b>	has the same meaning as in the Privacy Act as in force from time to time.
<b>Personnel</b>	in relation to a party, any natural person who is an employee, officer, agent, or professional advisor of that party, and in the case of Wine Australia, of any subcontractor.
<b>PGPA Act</b>	means the <i>Public Governance, Performance and Accountability Act 2013</i> and any rules, as in force from time to time.
<b>Privacy Act</b>	the <i>Privacy Act 1988</i> (Cth) as in force from time to time.
<b>Privacy Law</b>	all applicable privacy laws in Australia including the Privacy Act and the APPs.
<b>Quarter</b>	a calendar quarter ending on 30 September, 31 December, 31 March or 30 June.
<b>Resolution Institute</b>	the dispute resolution association with that name and the Australian Business Number 69 008 651 232 or any other similar body agreed between the parties from time to time.
<b>Wine Australia Contact</b>	the person specified at clause 14(b)(i).
<b>Wine Export Charge</b>	the charge imposed on wine that is produced in Australia and exported from Australia by subsection 70-1(1) Schedule 2 to the <i>Primary Industries (Customs) Charges Regulations 2024</i> .

## 2. Duration of Agreement

### 2.1 Agreement Period

This Agreement begins on the Commencement Date and remains in force indefinitely (the **Agreement Period**) unless terminated in accordance with clause 10.

### 2.2 Periodic Review of Agreement

The parties agree that a periodic review of this Agreement will be undertaken at least once every 10 years.

## 3. Status of Former Collection Agreement

- (a) Except as provided for under this clause 3, this Agreement supersedes the Former Collection Agreement between the parties on and from Commencement Date, without prejudice to any rights or obligations of either party that have accrued prior.
- (b) The terms of the Former Collection Agreement continue to apply to any:
  - (i) Final FY Payment until Wine Australia has discharged all its obligations to the Commonwealth in relation to that Final FY Payment; and
  - (ii) Final FY Notice.
- (c) In clause 3(b):
  - (i) **Final FY Payment** means a payment to be made by Wine Australia to the Commonwealth under the Former Collection Agreement where that payment is referable to the Final Financial Year;
  - (ii) **Final FY Notice** means a notice given by Wine Australia to the Commonwealth under the Former Collection Agreement that Commonwealth compliance and enforcement action may be required to recover an outstanding Wine Export Charge referable to the Final Financial Year; and
  - (iii) **Final Financial Year** means a Financial Year that:
    - (A) began before 1 January 2025; and
    - (B) has not ended prior to 1 January 2025.
- (d) The clauses expressly set out as surviving in the Former Collection Agreement shall survive termination or expiry of the Former Collection Agreement.

## 4. Collection of Wine Export Charge

### 4.1 Commencement of collection

Unless otherwise agreed in writing between the parties, Wine Australia will collect the Wine Export Charge from Licensed Exporters until the end of the Agreement Period, commencing on and from the Commencement Date.

### 4.2 Wine Export Shipping and Charge Summary

Wine Australia must ensure that:

- (a) all Licensed Exporters complete and submit a shipping application, in the form determined by Wine Australia from time to time, prior to the date of any shipment in accordance with the timescales set out on such shipping application;

- (b) it provides a Wine Export Charge Summary to a Licensed Exporter who has shipments in a Quarter in a Financial Year;
- (c) the Wine Export Charge Summary states:
  - (i) the volume of wine (except exempt wine) exported by the Licensed Exporter;
  - (ii) the free on board sales value of wine (except exempt wine) exported by the Licensed Exporter; and
  - (iii) the number of each permit issued under the Licensed Exporter's licence.

#### **4.3 Approval to pay Wine Export Charge annually**

- (a) Wine Australia must not consider any applications for approval to pay Wine Export Charge annually from a Licensed Exporter. Applications for approval to pay Wine Export Charge annually from a Licensed Exporter will be administered by the Department.
- (b) Wine Australia must advise any Licensed Exporter in a Financial Year that wishes to make an application for an approval to pay Wine Export Charge on an annual basis for that Financial Year, that any such application:
  - (i) may only be made if the Licensed Exporter reasonably believes that the total amount of charge that the Licensed Exporter will pay, or will be likely to pay, in relation to wine and that Financial Year will be less than \$1,000;
  - (ii) may only be made directly to the Department; and
  - (iii) must:
    - be in the approved form;
    - include the information required by the form; and
    - be made before the end of the first Quarter in that Financial Year in which such charge is imposed.
- (c) Where a Licensed Exporter has questions or concerns about the specific process for making an application for approval to pay Wine Export Charge annually, Wine Australia must direct that Licensed Exporter to the following Departmental contact point or such other contact point notified by the Department (in either case, the **Department Contact**):
 

Department of Agriculture, Fisheries and Forestry – Levies

Telephone: 1800 020 619

Email: levies.management@aff.gov.au (or such other email address as notified by the Commonwealth from time to time)
- (d) Where the Secretary has granted a Licensed Exporter an approval to pay Wine Export Charge annually, the Department will notify Wine Australia and the Licensed Exporter that Wine Export Charge is due and payable on 31 July in the following Financial Year.

#### **4.4 Collection obligations**

- (a) Wine Australia must collect the Wine Export Charge:
  - (i) from Licensed Exporters;
  - (ii) in all States and Territories;

- (iii) in accordance with all Applicable Law, including but not limited to the Collection Act, the Collection Rules and the PGPA Act;
  - (iv) in accordance with Commonwealth policies and specific requirements as notified by the Commonwealth from time to time;
  - (v) in accordance with any directions in relation to the collection given by the Department from time to time;
  - (vi) so as to keep accurate and auditable records relating to the collection; and
  - (vii) otherwise in accordance with the provisions of this Agreement.
- (b) Wine Australia must ensure that:
- (i) all amounts of Wine Export Charge due and payable by a Licensed Exporter in accordance with the Collection Rules can be paid to Wine Australia;
  - (ii) any process for making payments of Wine Export Charge to Wine Australia will allow a Licensed Exporter to meet their obligations set out in the Collection Legislation; and
  - (iii) all Licensed Exporters are made aware of the process by which a payment of Wine Export Charge must be made to Wine Australia.
- (c) Where Wine Australia is satisfied that a Licensed Exporter has failed to pay Wine Export Charge in accordance with the requirements of the Collection Legislation, Wine Australia must notify the Commonwealth within 60 days of the end of each Quarter in which Wine Australia is required to collect the Wine Export Charge by submitting an email to the following address: levies.management@aff.gov.au (or such other email address as notified by the Commonwealth from time to time).
- (d) For the purposes of clause 4.4(c), Wine Australia must ensure that any notice to the Commonwealth includes:
- (i) the Licensed Exporter's full name and ABN or ACN, as relevant;
  - (ii) the number of the Licensed Exporter's export licence;
  - (iii) a copy of the Wine Export Charge Summary Wine Australia has provided to the Licensed Exporter for the relevant quarter in accordance with clause 4.2; and
  - (iv) any other information notified by the Commonwealth.

#### **4.5 Late payments**

- (a) In addition to its obligations under clause 4.4(c), Wine Australia must take reasonable steps to recover outstanding Wine Export Charge.
- (b) Where Wine Australia is of the opinion that the recovery of outstanding Wine Export Charge may require Commonwealth compliance or enforcement action, Wine Australia must notify the Department Contact as soon as reasonably practicable.
- (c) Where Wine Australia is of the opinion that Commonwealth compliance and enforcement action may be required to recover outstanding Wine Export Charge amounts, Wine Australia must:
  - (i) notify the Department Contact that Commonwealth compliance and enforcement action may be required to recover outstanding amounts, including a list of all steps taken by Wine Australia to date to recover the outstanding Wine Export Charge;



- (ii) provide all information relevant to the outstanding amounts to the Commonwealth;
  - (iii) provide all reasonable assistance required by the Commonwealth to undertake any compliance and enforcement action; and
  - (iv) follow all reasonable directions of the Commonwealth in relation to that action.
- (d) If, after Wine Australia provides notice in accordance with clause 4.4(c) and any other information required by that clause, the Commonwealth considers that compliance or enforcement action is required to recover outstanding Wine Export Charge amounts, the Commonwealth will be responsible for the handling and conduct of that action.

#### **4.6 Late Payment Penalties**

- (a) Wine Australia is not permitted to, and otherwise must not, collect or remit Late Payment Penalties.
- (b) Where Wine Australia considers that Late Payment Penalties may apply, Wine Australia must provide to the Commonwealth:
  - (i) details of the amount of Wine Export Charge payable;
  - (ii) sufficient information to allow the Commonwealth to calculate and collect the Late Payment Penalty, including but not limited to, the name and contact details of the relevant person and the basis on which Wine Australia considers that a Late Payment Penalty may apply; and
  - (iii) any other information requested by the Commonwealth.

#### **4.7 General obligations**

Wine Australia must, in relation to the collection of the Wine Export Charge:

- (a) fully cooperate with the Commonwealth's Personnel (including Personnel from other Commonwealth agencies), including contractors; and
- (b) use its best efforts to coordinate its activities so as to support and facilitate the timely and efficient collection of the Wine Export Charge.

#### **4.8 Subcontracting**

- (a) Wine Australia must not subcontract any aspect of the collection of the Wine Export Charge without the prior written approval of the Commonwealth, which will not be unreasonably withheld.
- (b) Where the Commonwealth consents to the use of subcontractors by Wine Australia, Wine Australia is fully responsible for the collection of the Wine Export Charge.

### **5. Payment**

#### **5.1 Obligation to pay Wine Export Charge to Commonwealth**

Wine Australia must, within 60 days of the end of each Quarter in which Wine Australia is required to collect the Wine Export Charge, pay to the Commonwealth the full amount of all Wine Export Charge it has collected in that Quarter, without deduction.

#### **5.2 Remittance advice**

- (a) Wine Australia must submit a remittance advice to the Commonwealth in accordance with the requirements of this clause 5.2 each time Wine Australia makes the

payment referred to in clause 5.1 and on the same day on which any such payment is made.

- (b) The remittance advice which Wine Australia is required by clause 5.2(a) to submit must:
  - (i) be submitted by email to the following address: levies.management@aff.gov.au (or such other email address as notified by the Commonwealth from time to time);
  - (ii) detail the total amount of the Wine Export Charge Wine Australia has collected and paid to the Commonwealth; and
  - (iii) include any other information requested by the Commonwealth.

## **6. Confidentiality and Privacy**

### **6.1 Prohibition on disclosure**

To the extent permitted by Applicable Law, Wine Australia must not, without the prior written consent of the Commonwealth, disclose any Confidential Information to a third party.

### **6.2 Application of the Privacy Act**

Wine Australia must not do any act or engage in any practice that would breach the Privacy Act, including the APPs, which if done or engaged in by the Commonwealth would be a breach of that Act or an APP.

### **6.3 Indemnity**

Wine Australia agrees to indemnify the Commonwealth in respect of any loss or liability suffered or incurred by the Commonwealth which arises directly or indirectly from a breach of any of the obligations of Wine Australia under this clause 6.

## **7. Books and Records**

### **7.1 Wine Australia to keep books and records**

Wine Australia must keep adequate books and records detailing the collection of the Wine Export Charge (and all ancillary activities in connection with such collection) and Wine Australia's performance of its obligations under this Agreement, which includes:

- (a) keeping and requiring any of its subcontractors to keep adequate books and records in sufficient detail to enable the amount of Wine Export Charge payable and paid by a Licensed Exporter, to be substantiated, determined and clearly identified in any particular case; and
- (b) retaining and requiring its subcontractors to retain for a period of seven years after the termination of this Agreement all books and records relating to the collection of the Wine Export Charge.

### **7.2 Costs**

Wine Australia must bear its own costs of complying with this clause 7.

### **7.3 Survival**

This clause 7 applies for the Agreement Period and for a period of seven years from the termination of this Agreement.

## **8. Audit and Access**

### **8.1 Wine Australia audit**

Wine Australia must:

- (a) ensure that its collection of the Wine Export Charge is audited annually by the Commonwealth Auditor General; and
- (b) provide to the Commonwealth a copy of any report prepared by the Commonwealth Auditor General and provided to Wine Australia for the purpose outlined at clause 8.1(a) within 30 days of Wine Australia receiving any such report.

### **8.2 Right to conduct audits**

The Commonwealth or a representative may conduct audits relevant to the performance of Wine Australia's obligations under this Agreement. Audits may be conducted of:

- (a) Wine Australia's operational practices and procedures as they relate to this Agreement;
- (b) the accuracy of Wine Australia's payments and reports in relation to the collection and payment to the Commonwealth of the Wine Export Charge;
- (c) Wine Australia's compliance with its confidentiality and privacy obligations under this Agreement;
- (d) material (including books and records) in the possession of Wine Australia relevant to the collection of the Wine Export Charge or this Agreement; and
- (e) any other matters determined by the Commonwealth to be relevant to the collection of the Wine Export Charge or this Agreement.

### **8.3 Access by the Commonwealth**

- (a) The Commonwealth may, at all reasonable times and on giving reasonable notice to Wine Australia:
  - (i) access the premises of Wine Australia to the extent relevant to the performance of this Agreement;
  - (ii) require the provision by Wine Australia, its employees, agents or subcontractors, of records and information in a data format and storage medium accessible by the Commonwealth by use of the Commonwealth's existing computer hardware and software;
  - (iii) inspect and copy documentation, books and records, however stored, in the custody or under the control of Wine Australia, its employees, agents or subcontractors; and
  - (iv) require assistance in respect of any inquiry into or concerning the collection of the Wine Export Charge or this Agreement. For these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether within or external to the Department), any request for information directed to the Commonwealth, and any inquiry conducted by Parliament or any Parliamentary committee.
- (b) Wine Australia must provide access to its systems, computer hardware and software to the extent necessary for the Commonwealth to exercise its rights under this clause 8, and provide the Commonwealth with any reasonable assistance requested by the Commonwealth to use such systems, hardware and software.

#### **8.4 Survival**

This clause 8 applies for the Agreement Period and for a period of seven years from the termination of this Agreement.

### **9. Dispute resolution**

#### **9.1 No arbitration or court proceedings**

If a dispute arises in relation to the conduct of this Agreement (Dispute), a party must comply with this clause 9 before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause 9.

#### **9.2 Notification**

A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

#### **9.3 Parties to resolve Dispute**

During the 14 days after a notice is given under clause 9.2 (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of each party's Dispute Contact (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period, they must refer the Dispute to a mediator if one of them requests.

#### **9.4 Appointment of mediator**

If the parties to the Dispute cannot agree on a mediator within seven days after a request under clause 9.3, the chairperson of Resolution Institute or the chairperson's nominee will appoint a mediator.

#### **9.5 Role of mediator and obligations of parties**

The role of a mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a binding decision on a party to the Dispute except if the party agrees in writing. Unless agreed by the mediator and parties, the mediation must be held within 21 days of the request for mediation in clause 9.3. The parties must attend the mediation and act in good faith to genuinely attempt to resolve the Dispute.

#### **9.6 Confidentiality**

Any information or documents disclosed by a party under this clause 9:

- (a) must be kept confidential; and
- (b) may only be used to attempt to resolve the Dispute.

#### **9.7 Costs**

Each party to a Dispute must pay its own costs of complying with this clause 9. The parties to the Dispute must equally pay the costs of any mediator.

#### **9.8 Termination of process**

A party to a Dispute may terminate the dispute resolution process by giving notice to each other party after it has complied with clauses 9.1 to 9.5. Clauses 9.6 and 9.7 survive termination of the dispute resolution process.

## **9.9 Breach of this clause**

If a party to a Dispute breaches clauses 9.1 to 9.8, the other party does not have to comply with those clauses in relation to the Dispute.

## **10. Termination**

### **10.1 Termination for default**

Without limiting any other rights or remedies that the Commonwealth may have under this Agreement or at law, the Commonwealth may immediately terminate this Agreement in whole or in part, and by giving notice to Wine Australia, if any of the following events or matters occur:

- (a) Wine Australia fails to fulfil, or is in breach of, any of its obligations under this Agreement that are not capable of being rectified (as determined by the Commonwealth);
- (b) Wine Australia is in breach of any of its obligations under this Agreement that are capable of being rectified, and does not rectify the omission or breach within 20 Business Days or such other period (which is to be in excess of 20 Business Days) specified by the Commonwealth, of receiving notice from the Commonwealth to do so; or
- (c) the Commonwealth is satisfied that Wine Australia has become insolvent or is otherwise unable to pay all of its debts as and when they become due and payable.

### **10.2 Mutual Termination**

This Agreement may be terminated at any time by mutual consent of both parties, provided that such consent to terminate the Agreement is in writing and is signed by both parties.

### **10.3 Termination or reduction in scope**

Without limiting any other rights or remedies that the Commonwealth may have under this Agreement or at law, the Commonwealth may at any time, by notice and with immediate effect, terminate this Agreement in whole or in part, or reduce the scope of any part of this Agreement, including to reflect a machinery of government change or change in Commonwealth policy.

### **10.4 On receipt of a notice of termination**

- (a) On receipt of a notice of termination, Wine Australia must:
  - (i) cease collecting the Wine Export Charge as specified in the notice;
  - (ii) take all available steps to minimise loss resulting from that termination; and
  - (iii) take any other action specified in the notice of termination.
- (b) Wine Australia is not entitled to compensation as a result of termination of this Agreement for any reason by the Commonwealth.

### **10.5 After termination**

On termination of this Agreement, Wine Australia must:

- (a) deal with any amounts of the Wine Export Charge collected, as directed by the Commonwealth;
- (b) provide any information to the Commonwealth which it requests regarding the collection of the Wine Export Charge; and

- (c) provide such other assistance as requested by the Commonwealth.

## 11. Survival

The following clauses survive termination of this Agreement:

- (a) clause 6 (Confidentiality and Privacy);
- (b) clause 7 (Books and Records); and
- (c) clause 8 (Audit and Access).

## 12. Miscellaneous

### 12.1 Ownership of Agreement

All copyright and other intellectual property rights contained in this Agreement remain the property of the Commonwealth.

### 12.2 Variation

No agreement or understanding varying this Agreement is legally binding upon either party unless the agreement or understanding is in writing and signed by both parties.

### 12.3 Assignment and Novation

Wine Australia may not assign its rights or novate its rights and obligations under this Agreement.

### 12.4 Costs

Each party must pay its own costs of negotiating, preparing and executing this Agreement.

### 12.5 Counterparts

This Agreement may be executed in counterparts. All executed counterparts constitute one document.

### 12.6 No merger

The rights and obligations of the parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

### 12.7 Entire agreement

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

### 12.8 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement and any transaction contemplated by it.

### 12.9 Severability

A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms of this Agreement continue in force.

### **12.10 Waiver**

Waiver of any provision or right under this Agreement:

- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and
- (b) is effective only to the extent set out in any written waiver.

### **12.11 Relationship**

- (a) The parties must not represent themselves, and must ensure that their officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise able to bind or represent the other party.
- (b) This Agreement does not create a relationship of employment, agency or partnership between the parties.

### **12.12 Governing law and jurisdiction**

This Agreement is governed by the law of the Australian Capital Territory and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

## **13. Transition Out**

- (a) Where this Agreement expires, or is otherwise terminated early, Wine Australia must provide sufficient assistance and cooperation to the Commonwealth to enable the smooth transition of the payment of the Wine Export Charge from Wine Australia to the Commonwealth or such other party as notified by the Commonwealth.
- (b) The sufficient assistance and cooperation Wine Australia must provide under clause 13(a) may include the provision of reports by Wine Australia to the Commonwealth which includes:
  - (i) details of all Licensed Exporters from whom Wine Australia has collected the Wine Export Charge in the previous 12 months (or such other period as the Commonwealth determines), including the relevant Licensed Exporters full name and ABN or ACN, contact details including email, phone number and address, and the number of the Licensed Exporters licence; and
  - (ii) details of any outstanding Wine Export Charge amounts as at the termination date; and
  - (iii) any other information which Wine Australia considers may be relevant to enable the Commonwealth or any other party to collect the Wine Export Charge.

## **14. Parties representatives**

- (a) Unless otherwise specified in this Agreement, the parties representatives listed in this clause 14 are the respective contact officers for all matters arising in relation to this Agreement.
- (b) Unless otherwise notified in writing by either party:
  - (i) Wine Australia's Contact Officer is:

Wine Australia

PO Box 2733  
Kent Town Business Centre  
Kent Town SA 5071  
Bernadette.Saberton@wineaustralia.com

(ii) The Commonwealth's Contact Officer is:

Ms Maria Loyman  
Assistant Secretary  
Funding and Revenue Branch, Finance and Investment Division,  
Department of Agriculture, Fisheries and Forestry  
Levies Locked Bag 4488  
Kingston ACT 2604  
(02) 6271 6679  
Maria.Loyman@aff.gov.au



# Signing page

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**EXECUTED** as an agreement.

**Signed** for and on behalf of the  
**Commonwealth of Australia as  
represented by the Department of  
Agriculture, Fisheries and Forestry ABN  
34 190 894 983** by its duly authorised  
delegate in the presence of

Alyssa McInerney

Signature of witness

Alyssa McInerney

Name of witness (print)



Maria Loyman



Signature of delegate

Maria Loyman

Name of delegate (print)

Assistant Secretary, Funding and Revenue Branch

Position of delegate (print)

Date executed by the Commonwealth

25 / 06 / 2025

**Signed** by **Wine Australia ABN 89 636 749  
924** in the presence of

Edward Hewitson

Signature of witness

Edward Hewitson

Name of witness (print)



Liz Waters



Signature of Wine Australia

Date executed by Wine Australia

24 / 06 / 2025