

# Approved Dispute Resolution Process

Approved Independent Expert

March 2024

This Approved Dispute Resolution Process is intended to resolve disputes between Linfox Armaguard Pty Ltd (ACN 099 701 872) (**Armaguard**) and a Customer. This Dispute Resolution has been approved by Charles Scerri KC as the Approved Independent Expert and has been finalised pursuant to ACCC-approval. All capitalised terms in this document have the same meaning as the terms as defined in the Undertaking and are also reproduced in section 5 of this Approved Dispute Resolution Process.

## **1. Objective**

- 1.1 The objective of this Approved Dispute Resolution Process is to resolve disputes between Armaguard and a Customer if a complaint has not been resolved in accordance with the Complaints Handling Process (as published on Armaguard's website).
- 1.2 A dispute may be raised with the Approved Independent Expert under this Approved Dispute Resolution Process in circumstances where:
  - (a) a complaint has not been resolved within 15 Business Days; and
  - (b) Armaguard and the Customer have engaged in a meeting between a senior executive of each party and endeavoured to resolve the dispute at a meeting within a further 10 Business Days (or such other period as may have been agreed between the parties).
- 1.3 If the dispute was not resolved following the steps outlined in clause 1.2 above, then the dispute may be submitted to the Approved Independent Expert pursuant to this Approved Dispute Resolution Process.
- 1.4 If either Armaguard or the Customer escalates the dispute to the Approved Independent Expert (in accordance with this Approved Dispute Resolution Process), then Armaguard and/or the Customer must engage with this Approved Dispute Resolution Process.
- 1.5 Alternatively, if either party does not seek to escalate the dispute to the Approved Independent Expert, an external dispute resolution process may be pursued with the agreement of both the Customer and Armaguard.

## **2. Grounds for disputes**

### *Price Commitments*

- 2.1 Subject to clause 2.3 below, a dispute may be raised under this Approved Dispute Resolution Process if the Price commitments under the following clauses of the Undertaking are alleged to not have been complied with:
  - (a) Clause 5.1 (subject to clause 6.3 of the Undertaking);
  - (b) Clause 5.2; and
  - (c) Clause 5.3.

### *Non-price Commitments*

- 2.2 Subject to clause 2.3 below, a dispute may be raised under this Approved Dispute Resolution Process if the non-price commitments under the following clauses of the Undertaking are alleged to not have been complied with:
  - (a) clauses 5.4 (subject to clause 6.3 of the Undertaking) – 5.7 (non-price terms);
  - (b) clause 5.8 (standard terms);
  - (c) clause 5.9 (geographic coverage);
  - (d) clauses 5.10 – 5.11 (register of surplus sites for Approved Cash Centres);
  - (e) clauses 5.12 – 5.15 (register of personnel);
  - (f) clause 5.16 (register of Surplus Equipment);
  - (g) clauses 5.17 – 5.19 (Independent ATM Deployers);
  - (h) clauses 5.20 – 5.25 (Third Party Access to Approved Cash Centres); and
  - (i) clause 5.26 (Wholesale Cash collection and delivery).

- 2.3 In accordance with clause 6.3 of the Undertaking, if Armaguard and a Contracted Customer have a dispute regarding Armaguard's compliance with the terms and conditions of an existing written contract between them, and such a dispute is within the scope of any dispute resolution process provided for by the contract, it must be resolved pursuant to the terms of the dispute resolution process agreed between the parties to that contract, even if such a dispute could also give rise to a breach of clause 5.1 or 5.4 of the Undertaking.
- 2.4 If the written contract does not contain a dispute resolution clause, then either Armaguard or the Contracted Customer may raise a dispute under this Approved Dispute Resolution Process.

### **3. Procedure**

- 3.1 The party that initiates the dispute must lodge a dispute notice of no more than two (2) pages in writing to the Approved Independent Expert (as per the notice details set out in clause 5 below) setting out a summary of the dispute. A copy of the dispute notice must also be provided to the other party at the same time.
- 3.2 Prior to determining a dispute under this Approved Dispute Resolution Process, the Approved Independent Expert must consider the dispute notice and decide:
- (a) whether the dispute is a matter that falls within the remit of this Approved Dispute Resolution Process and is not vexatious;
  - (b) whether the parties have engaged with the Complaints Handling Process in good faith;
  - (c) whether clause 6.3 of the Undertaking applies and therefore prohibits the Approved Independent Expert from hearing the dispute under this Approved Dispute Resolution Process.
- 3.3 If the Approved Independent Expert is satisfied that there is a legitimate dispute that falls within the scope of this Approved Dispute Resolution Process, the following procedural requirements will apply:
- (a) the Approved Independent Expert will arrange a meeting with the parties within five (5) Business Days of receiving the dispute notice to determine the timetable of procedural steps for the determination of the dispute;
  - (b) the Approved Independent Expert has the authority to direct the parties to take such procedural steps as she sees fit for the resolution of the dispute including as to:
    - (i) the production of documents;
    - (ii) the adducing of factual and/or expert evidence;
    - (iii) the exchange of written submissions and their length; and
    - (iv) the need for a hearing and if so, its conduct.
  - (c) the Approved Independent Expert may determine the dispute on the papers and a hearing will only be held where the Approved Independent Expert determines that it is appropriate to do so to aid the resolution of the dispute.
- 3.4 The Approved Independent Expert may accept, reject or vary Armaguard's proposed CIT Price and / or non-price terms and conditions for the supply of CIT Services to the Customer.
- 3.5 The Approved Independent Expert will decide the dispute as an expert not an arbitrator and the decision of the Approved Independent Expert is final and binding on Armaguard and the Customer.
- 3.6 A copy of the Approved Independent Expert's decision must be:
- (a) provided to Armaguard, the Existing Customer and New Customer, the Approved Independent Auditor and the ACCC as soon as practicable after it has been made; and
  - (b) published on Armaguard's website within 10 Business Days of the decision having been made unless the Customer to the dispute objects to the disclosure of the decision in which case a non-confidential summary of the decision must be published on Armaguard's website within the specified period.
- 3.7 The Approved Independent Expert may from time to time amend the Dispute Resolution Process, provided the Approved Independent Expert has obtained the prior written consent of the ACCC.

#### 4. Notice details

4.1 The notice details for the Approved Independent Expert are as follows:

Charles Scerri KC  
TEL: +61 413 333 895  
Charles.scerri@gmail.com

4.2 The notice details for Armaguard are as

Alison Huitfeldt  
MOB: +61 458 914 187

[alison.huitfeldt@linfoxag.com](mailto:alison.huitfeldt@linfoxag.com)

#### 5. Defined terms

**ACCC** means the Australian Competition and Consumer Commission.

**Act** means the *Competition and Consumer Act 2010* (Cth).

**Ancillary Services** has the meaning given in clause 5.23 of the Undertaking.

**Applicant** means Linfox Armaguard Pty Ltd (ACN 099 701 872) and Prosegur Australia Holdings Pty Ltd (ACN 166 656 739).

**Approved Dispute Resolution Process** means the ACCC-approved Dispute Resolution Process as drafted by the Approved Independent Expert and outlining the Approved Independent Expert's process for resolving disputes between Armaguard and a Customer.

**Approved Independent Expert** means the person approved by the ACCC and appointed under clause 7 of the Undertaking.

**Approved Terms of Appointment** means the terms of appointment for the Approved Independent Auditor and the Approved Independent Expert, as approved by the ACCC in accordance with the terms of the Undertaking.

**Armaguard** means Linfox Armaguard Pty Ltd (ACN 099 701 872).

**ATM** means an automatic teller machine.

**ATM Specific Services** has the meaning given in clause 5.18 of the Undertaking.

**Business Day** means a day other than a Saturday or Sunday on which banks are open for business generally in New South Wales.

**Cash Processing Services** has the meaning given in clause 5.21 of the Undertaking.

**CIT Services** means services for the transportation, storage and processing of cash by Armaguard for Customers including:

- (a) cash collection and delivery services;
- (b) Cash Processing Services and Ancillary Services (being the Third Party Cash Services as set out in clause 5.20 of the Undertaking);
- (c) cash administration services;
- (d) cash storage; and
- (e) ATM Specific Services,

but does not include the supply of precious cargo services, security services, the supply of vending and safe products, transaction services, payment solutions, financing facilities such as bailment and commercial cash arrangements, or other ATM maintenance services.

**Complaints Handling Process** means the process referred to in clause 5.27 – 5.31 of the Undertaking (as set out in Annexure D of the Undertaking).

**Contracted Customers** means an Existing Customer of the Applicants or Armaguard who is not an Uncontracted Customer.

**Contracted Price** means the Price that contracted customers pay for CIT Services pursuant to a written contract agreed to by the customer and either Armaguard or an Applicant.

**Customers** means Existing Customers and New Customers.

**Existing Customers** means a person that obtains CIT Services from MergeCo and includes Contracted Customers and Uncontracted Customers, but excludes its Internal Customer.

**Internal Customer** is the business division within Armaguard that operates an ATM network and charge a fee on transactions that occur on ATMs which are part of its network.

**MergeCo** means the entity referred to in clause 1.1 of the Undertaking.

**New Customer** means a person that does not currently obtain CIT Services from MergeCo or either Applicant.

**Price** means the individual charges in a schedule of charges MergeCo or an Applicant levies on Customers for the supply of CIT Services.

**Undertaking** means the undertaking given under s 87B of the Act by Armaguard and accepted by the ACCC on 13 June 2023, and as varied from time to time under section 87B of the Act.