

4 February 2026

firedupstilettos@gmail.com

cc: [REDACTED]

TO: Economic Development, Science, and Innovation Select Committee
FROM: Fired Up Stilettos
SUBJECT: Commerce (Promoting Competition and Other Matters) Amendment Bill

SUMMARY: Fired Up Stilettos supports the proposed Commerce (Promoting Competition and Other Matters) Amendment Bill, but offers feedback on proposed changes that would benefit its implementation.

Dear Economic Development, Science, and Innovation Select Committee:

In February 2025, the Education and Workforce Committee's report¹ on the petition of Fired Up Stilettos (FUS) recommended that the Government address the concerns raised by FUS and the matters the Committee articulated in their report. In May 2025, the Government responded² to this report by saying it does not commit to introducing new legislation this Parliamentary term, but that it would consider the concerns of Fired Up Stilettos when reviewing the Commerce Act 1986 (among other things). The changes to the Commerce Act proposed by the Government address the first point in Fired Up Stilettos' original petition: we seek the right to collectively bargain while maintaining our independent contractor status.

As the Regulatory Impact Statement from MBIE notes,³ the current framework of the Commerce Act "affects smaller groups seeking to coordinate for practical reasons rather than to reduce competition" (16). Though we certainly contest the suggestion that any of our actions could have breached the prohibition on cartel behaviour, we agree that our collaboration has never been an attempt to distort the market or exclude rivals. Quite the contrary, workers in adult entertainment want to collectively bargain in order to contest the directly anti-competitive behaviour on the part of the venues that contract our labour. We are attempting to address the numerous egregious violations of workplace safety and freedom of contract that are faced by adult entertainers in clubs all over New Zealand. Some examples of these harms include:

- Most clubs implement a system of punitive fines in order to coerce compliant behaviour from independent contracting dancers. Calendar Girls charges a \$500 fine and forfeiture of 50% of the night's tips for "rudeness" to customers or management, as determined by management [APPENDIX 1].
- Numerous dancers have reported working on stages with exposed nails, or dancing on poles on inadequately fixed to the ceiling.

¹ Petition of Fired Up Stilettos: Strippers' Rights are Workers' Rights. Education and Workforce Committee. 14 February, 2025. <https://selectcommittees.parliament.nz/v/SelectCommitteeReport/af9b1beb-e61b-4136-9ea9-08dd4ca26d94?lang=en>

² Government Response to Report of Education and Workforce Committee on petition from Fired Up Stilettos: Strippers' Rights are Workers' Rights, presented to the House of Representatives in accordance with Standing Order 256 J.1. 21 May 2025. <https://bills.parliament.nz/v/4/3c448cae-ad30-49ab-bf18-08dd910308f6?lang=en>

³ Regulatory Impact Statement: Targeted review of the Commerce Act 1986. Ministry of Business, Innovation, and Employment (MBIE). 14 August, 2025. <https://www.mbie.govt.nz/dmsdocument/31117-regulatory-impact-statement-targeted-review-of-the-commerce-act-1986-proactiverelase-pdf>

- Most clubs implement non-compete clauses that extend not only while contracting with a particular club, but also after the business relationship has been terminated. The Mermaid’s contract stipulates non-competition for 2 years after the contract has been terminated [APPENDIX 2].

Independent contractors seeking to collectively bargain in order to address these kinds of issues are trying to establish a safe and pro-competitive working environment—the exact opposite of anti-competitive cartel behaviour. As the Education and Workforce Committee’s report notes, adult entertainers are not realistically able to exercise our right to negotiate individual contracts. Venues adopt a “take it or leave it” approach, knowing that in a still stigmatised industry during a cost-of-living crisis, workers do not have the resources needed to seek legal counsel, nor do we have the legal right to bargain collectively. We are consequently pleased by the suggestion for a statutory notification regime in the Commerce Act Amendment Bill (cl 22), which would give the Commerce Commission the authority to provide a class exemption or simply not object to a notification—so long as the parties are eligible under Schedule 8—both of which are significantly cheaper and more accessible than the current process for obtaining exemptions. While we are encouraged by the Government’s suggested changes, we would like to see greater clarity and strength incorporated into this notification/class exemption scheme:

1. Greater clarification would be helpful in articulating how independent contractors who want to bargain collectively should be organised.

For example, if each dancer needed to individually notify the Commerce Commission—and pay an accompanying fee—in order to participate in bargaining, the cost and bureaucratic inefficiency would almost certainly lead to low uptake. If instead workers could authorise a legal entity to bargain collectively on their behalf, many of the inefficiencies the Government seeks to address would indeed be ameliorated. The legislation should be clear about the form these bargaining parties can or should take.

2. Fees to participate must be accessible.

Although fees for notifications and class exemptions are generally not established in statutory legislation, it would be useful for the Committee to consider some parameters for the Commerce Commission. For example, adult entertainers technically had the option to apply for authorisation to collectively bargain under the old scheme, but since the application fee is \$36,800, it has always materially been impossible. Even if that fee were reduced by 90%, making it \$3,600, it would be inaccessible to the majority of adult entertainers. Many workers at these venues live just above the poverty line and struggle to pay rent each week; this vast disparity in power must be taken into account when finalising the process. We appreciate that under the proposed s 65S, the Commerce Commission would be given discretion to refund or waive certain fees if payment would cause undue hardship or there were a public benefit to doing so. However, we note two potential issues: 1) It is unclear what constitutes undue hardship. As our own businesses, independently contracting adult entertainers tend to have circumstances that are already substantially different from other businesses the Commerce Commission typically engages, so it is possible the working parameters of “undue hardship” could be inapplicable to us; 2) Because the sex industry is still so stigmatised, the circumstances that lead to “undue hardship” can be very sensitive in

nature, and it could frequently be inappropriate to require an adult entertainer to disclose them for assessment by people who are not trained in matters of sexual harm. Instead, Fired Up Stiletto suggests that parties which meet the parameters of Schedule 8 should not be charged a fee to notify the Commerce Commission. Because the total value of goods/services in question under the collective bargaining process under Schedule 8 cannot total more than \$3 million over a 12-month period, this type of conduct by definition does not have significant market power. Eliminating fees for these relatively low-revenue contractors would reduce administrative burden on the Commerce Commission without impairing their ability to prevent cartel behaviour among those with the power to exhibit it.

3. Parties that have been granted permission to engage in collective bargaining by the Commerce Commission should at minimum be protected from retaliatory firing, and all parties should have an obligation to engage in good faith.

As Fired Up Stiletto has extensively documented in its submissions to the Education and Workforce Committee, adult entertainers have tried to improve their working conditions in venues for years. When Fired Up Stiletto has attempted to engage directly with management at these venues, we have been explicitly told, “Why would we bother talking to you? Girls turn 18 every day.” Multiple dancers have been fired because management suspected they were organising with Fired Up Stiletto, and others have been threatened simply for liking one of our Instagram posts. It would be difficult to overstate the disparity in power between contractors and principles in the adult entertainment industry, with strip club management in particular being willing to openly brag about the lack of accountability they face. The right to bargain absent any kind of protections for daring to enforce that right means that adult entertainers would still be in the position of having all the responsibility but none of the power, thereby rendering the Government’s proposed changes ineffective.

Some of the protections offered to independent contractors under the Screen Industry Workers Act (SIWA) 2022 could be a useful model for how to address vulnerabilities in a way that could be applicable for all independent contractors who successfully notified the Commerce Commission, rather than only adult entertainers. Section 24 of SIWA prohibits retaliatory termination or non-renewal of individual contracts, s 26 requires that all parties bargain in good faith, and s 29 penalises parties for failing to comply with collective bargaining requirements. Offering such minimal protections to bargaining parties whose annual revenue totalled less than \$3 million would not pose undue risk to competition in New Zealand. By contrast, it could give these entities the confidence to utilise the law as the Government is proposing.

It is worth noting that the Screen Industry Workers Act has a very important flaw that it is essential is not reproduced. Section 28 prohibits industrial action during bargaining, meaning the Act allows workers to bargain but has taken away their leverage to do so. Consequently, no negotiations have even begun since the Act’s passage, because production companies know that if workers are prohibited from withdrawing their labour, the companies still hold a monopoly on power. Similarly, if the clubs are allowed to mass fire anyone who dares challenge them, they will continue to engage in the disgusting, exploitative behaviour that has been allowed to be normalised.

4. Parties subject to class exemption or successful notification to the Commerce Commission under Schedule 8 should be given leave to apply to the Employment Relations Authority for dispute resolution.

In its submissions to the Education and Workforce Committee, the Commerce Commission explained why it did not pursue complaints lodged by Fired Up Stiletto, saying “We could readily understand the harm alleged by the workers concerned and our decision in no way seeks to minimise this.” The Commission said it receives approximately 13,000 complaints per year, so they used their discretion to decide against enforcement due to prioritisation. They recognise there is a problem, but do not have the resources to address them. So adult entertainers continue to be exploited.

Part 5 of the Screen Industry Workers Act addresses dispute resolution between bargaining entities, with s 72 saying that parties can apply to the ERA for the determination of a dispute, and when doing so sections 159 to 178 of the Employment Relations Act 2000 apply.

Particularly since the Commerce Commission has expressed they do not have the resources to address the complaints already raised by adult entertainers, another entity that can manage a disputes process during collective bargaining is needed. A system analogous to that proposed in SIWA could help relieve this bottleneck. If small-scale entities who had successfully notified the Commerce Commission needed to initiate a disputes resolution process in the course of their collective bargaining, accessing mediation through the ERA would be much more cost-effective and efficient for all parties involved.

*

Fired Up Stiletto thanks the Government for initiating a review of the Commerce Act 1986, and thanks the Committee for its attention. We note that several other changes were suggested by the Commerce Commission during their submission to the Education and Workforce Committee, many of which are best addressed through the Fair Trading Act 1986. The Government has indicated it will introduce its proposed changes to the Fair Trade Act this year, and we hope it will be considered in the context of these changes to the Commerce Act, as the two work in tandem in the service of promoting competition and fair exchange in New Zealand.

Thank you,



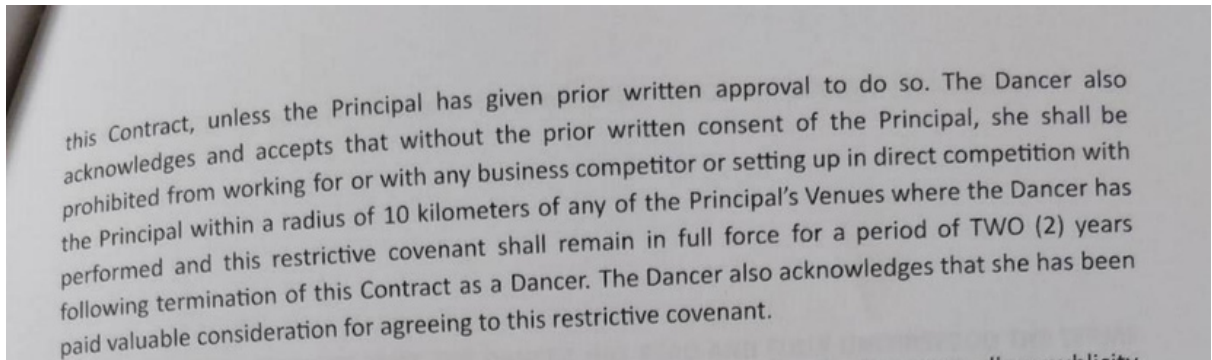
Bianca Beebe, MPH
Chair of Fired Up Stiletto

Appendix

1)

5. **INCONVENIENCE FEE**
- 5.1 Inconvenience Fees shall be paid by the Contractor to the Company for the following:
- (a) Missed stage spot - \$250
 - (b) Lateness for shift (without approval) - \$100
 - (c) Unkempt appearance - \$100
 - (d) Intoxication during shift - \$500
 - (e) Not showing up to work - \$250
 - (f) Walking out - \$500
 - (g) Loitering in changing rooms for unacceptable amount of time - \$200
 - (h) Rudeness to patrons or management - \$500 and forfeiture of 50% of tips
 - (i) Multiple club complaints or demanding to be tipped by the Contractor - \$500 and forfeiture of 50% of tips
 - (j) Wearing G-string during second song/during tip round - \$250
 - (k) Misuse of cell phone - \$100
 - (l) Swearing, racial or homophobic comments - \$250
 - (m) Obscene gestures - \$100
- 5.2 Inconvenience Fees are applied by the Senior Shift Manager of the Company (or other authorised person) to ensure that the Services provided are of a high quality.
- 5.3 The Contractor agrees to Inconvenience Fees being deducted from payments owed to the Contractor.
- 5.4 The Contractor accepts that the Inconvenience Fees are reasonable and in the event of dispute, clause 15 Dispute Resolution applies.

2)



this Contract, unless the Principal has given prior written approval to do so. The Dancer also acknowledges and accepts that without the prior written consent of the Principal, she shall be prohibited from working for or with any business competitor or setting up in direct competition with the Principal within a radius of 10 kilometers of any of the Principal's Venues where the Dancer has performed and this restrictive covenant shall remain in full force for a period of TWO (2) years following termination of this Contract as a Dancer. The Dancer also acknowledges that she has been paid valuable consideration for agreeing to this restrictive covenant.