Determination 1: Objections to tariff designation

Prepared for AAT and objectors FCAI and Rigby Cooke Lawyers | 28 April 2026

1 Introduction and terms

In my capacity as the Independent Price Expert (IPE), I have received a number of objection notices in relation to Australian Amalgamated Terminals' (AAT's) Annual price review and notice of the proposed Charges[1] for each Terminal applicable for the next Financial Year (2026/27).

Two of the objection notices specifically challenge AAT's designation of certain kinds of service fees as not Charges (called Other Tariffs[2]):

- The FCAI on behalf of its members (vehicle OEMs)
- Rigby Cooke Lawyers (Rigby Cooke), on behalf of an Australian entity whose business entails regular use of the facilities operated by AAT.

Both objection notices have been published on AAT's website.[3] I have also received further submissions and information from FCAI and AAT in response to my requests.[4]

In short, the FCAI disputes the designation of all quarantine service fees and wharf storage fees at all terminals as Other Tariffs. Rigby Cooke disputes the designation of a number of quarantine and other service fees, as well as wharf storage service fees.

I am intending to make two determinations in my capacity as IPE. In this first determination, I consider the objections that raise whether Other Tariffs as listed by AAT are correctly defined as not Charges or should be considered Charges and so subject to the price dispute resolution process. In a second determination, I will consider objections relating to changes to Charges (including FAC and R&D charges at a range of Terminals) and will be determined prior to May 31, 2026.

1 Where I have used capitals in this determination, I am referring to the capitalised term in the AAT/Qube/MIRRAT Undertaking, unless otherwise specified. References to the "Undertaking" or the "new Undertaking" are to *Undertaking to the Australian Competition and Consumer Commission Given under section 87B of the Competition and Consumer Act 2010 (Cth) by Australian Amalgamated Terminals Pty Ltd ACN 098 458 229, Melbourne International RoRo & Auto Terminal Pty Ltd ACN 163 814 364 and Qube Holdings Limited ACN 149 723 053*, signed 9 April 2025.

2 Other Tariffs are not a defined term in the Undertaking. I will use this term as does AAT to distinguish between AAT's designation of fees, charges, tariffs or duties as either Other Tariffs (not subject to price dispute resolution) or Charges.

3 Price related - Objection Notices.pdf. I also received two submissions in support of the Rigby Cooke objection but which themselves are not separate objections (from the Freight & Trade Alliance, a peak body representing the international trade and logistics sector, and the Australian Imported Motor Vehicle Industry Association).

4 I provided parties with an outline of my proposed approach to the Determination via email on 15 April 2026. AAT provided a submission and a Witness Statement from Mr Patrick Smith, MD of AAT (19 April). FCAI provided further submissions via letter (dated 8 April and 17 April).

In summary, my determination is that:

- Tariffs levied on Consignees, Shippers or Shipping Lines are not payable by a Service Provider and do not meet the definition of Charges as defined under the Undertaking. Accordingly, such services designated by AAT as "Other Tariffs" at Port Kembla, Fisherman Islands and Appleton Dock are not Charges.
- Certain services may be supplied by AAT at Webb Dock West to Service Providers in some limited circumstances: quarantine, wharf storage and yard jump start fees.
- I find that quarantine service fees at Webb Dock West (where paid by "agents") are not payable by a Service Provider operating in competition with a Qube Entity and determine that these fees are Other Tariffs (not Charges).
- For reasons I will set out, I am not satisfied that wharf storage or yard jump start fees levied at Webb Dock West are compulsory services for the purposes of the Undertaking. I therefore determine that such fees are Other Tariffs (not Charges).

2 Jurisdiction and scope of determination

I will make my determination on the objections with reference to:

- the objectives and context of the Undertaking
- the specific terms in the Undertaking relating to the price dispute resolution process.

2.1 The objective of the Undertaking

Clause 2.4 of the Undertaking provides its objectives. This clause highlights that the objective of the Undertaking is to address the ACCC's competition concerns (as outlined in 2.2 and 2.3 of the Undertaking) and any further competition concerns that arise.

Clauses 2.2 and 2.3 of the Undertaking highlight that:

- The ACCC's focus was competition concerns in markets for stevedoring services (automotive and general cargo) and in the supply of PDI services
- AAT's terminal services are a key requirement for the supply of stevedoring and PDI services
- Absent the undertaking, AAT, MIRRAT and/or Qube may have the ability and incentive to foreclose competing stevedore and PDI businesses across multiple terminals, with the effect or likely effect of substantially lessening competition in stevedoring and PDI service markets.

The ACCC's competition concerns arising from the AAT/MIRRAT/Qube transaction were further set out in the Public Competition Assessment published in October 2025.[5] Notably:

- The ACCC did not describe concerns about a lessening of competition in markets for supply of automotive terminals services (which might increase the ability of AAT to increase prices generally); and
- The Undertaking is described as establishing a non-discriminatory, open access framework to govern the management and operation of the AAT and MIRRAT terminals, which requires AAT and MIRRAT not to discriminate between users, and requires AAT, MIRRAT and Qube not

[5] ACCC, Public Competition Assessment 28 October 2025 Qube Holdings Limited (Qube) - proposed acquisition of Melbourne International RoRo & Auto Terminal Pty Ltd (MIRRAT)

to engage in conduct that prevents or hinders access to terminals by any users (including prospective users).[6]

2.2 The jurisdiction of the IPE in determining what is a Charge

The Price Dispute Resolution Process is established in Schedule 5 of the Undertaking. Relevantly, the terms of the Schedule require that (2.2)

> *"On or before 3 March each year, each Terminal Operator will provide notice of the proposed Charges for each Terminal applicable for the next Financial Year in accordance with clause 5 of Schedule 1 by:*
>
> *(a) publishing a proposed rate card that separately identifies the Charges the subject of this Undertaking from the fees, charges, tariffs or duties (however so described) levied by the Terminal Operator that are not Charges;*

Clause 2.3 requires that a notice provided under 2.2(a) must:

> *…(b) identify any new fees, charges, tariffs or duties (however so described) that the Terminal Operator considers not to be Charges and an explanation why these new fees, charges, tariffs or duties are, or are not considered to be Charges.*

When a fee, charge, tariff or duty may be challenged as a Charge

Clauses 2.5 (a) and (b) identify circumstances in which a price dispute can be raised and cannot be raised:

- The proposed designation of a new fee as not a Charge is grounds for raising a dispute, as is any change made to a fee which results in it becoming a Charge.
- A price dispute cannot be raised in respect of an existing fee that has not been identified as a Charge and is not a new fee that the Terminal Operator proposes to introduce (2.5(b)(iv)).

The effect of the latter clause is the Price Dispute Resolution Process does not provide for an open-ended right to re-litigate the designation of a fee as a Charge in circumstances where the fee has previously been introduced, published, and remains unchanged in its incidence or operation.

In raising a dispute, a Dispute Applicant (Cl. 3.1(b)(iii)(B)) must:

- Identify the genuine economic interest that the Dispute Applicant claims it holds in respect of that new tariff or Charge
- set out why the fee is considered to be a Charge.

Change to a Charge

With respect to a proposed Change to a Charge, under clause 3.3(a) of Schedule 5, the task is to determine whether *"the Terminal Operator's proposed Change is reasonable and appropriate."*

The power to accept, reject or vary applies only to the proposed *Change*, not to the underlying base charge. Clause 3.3(c) that constrains any variation made by the IPE so that it cannot:

- exceed the proposed Change, or
- reduce the Charge below the existing level being levied.

This confirms that the existing charge level, if it exists, is taken as a fixed reference point.

[6] Ibid, paragraph 42.

The Price Dispute Resolution Process also does not permit the IPE to determine, reassess, or otherwise opine on the absolute quantum of an existing Charge that the Terminal Operator is not proposing to change. This is expressly reflected in clause 2.5(b) of Schedule 5, which excludes existing Charges that are not the subject of a proposed Change from the scope of a Price Dispute.

New tariffs that are found to be Charges

Where a dispute concerns the designation of a new fee, the IPE is required first to determine whether it meets the definition of a *Charge* under the Undertaking.

Where the IPE determines that the tariff should be designated as a Charge, the effect of such a designation is that the tariff becomes subject to the Price Dispute Resolution Process, such that the IPE may then assess whether the *proposed introduction of that Charge at the level notified by the Terminal Operator* is reasonable and appropriate, having regard to the matters in clause 3.4 of Schedule 5.

Consistent with clause 2.5(b) and clause 3.3(c) of Schedule 5, the IPE's assessment remains confined to the proposed Change.

Is a tariff or fee a Charge?

In determining whether a fee is a Charge, I must refer to the definitions in Clause 22 of the Undertaking, which provide that:

(i) **Charges** means all compulsory fees or charges payable by a **Service Provider** to the Terminal Operator for **Access Services**. The Terminal Operator is AAT or MIRRAT.

(ii) **Access Services** are provided by a Terminal Operator to Service Providers which, at a minimum, includes all services the Terminal Operator makes available to: all stevedores and PDI operators; or any other competitor or potential competitor of a Qube Entity.

(iii) **Service Providers** means

a. any stevedore, PDI operator, mooring service provider; or

b. any other user or Applicant operating at a Terminal, or which intends to operate at the Terminal, in competition with a Qube Entity, but does not include a shipping line.

Accordingly, a *Dispute Applicant* seeking to challenge a new tariff or service designation of a tariff or fee must **first** establish that the tariff or fee is paid by a *Service Provider* for an *Access Service*.

The definition of *Service Provider* in the Undertaking distinguishes between, on the one hand, stevedores, PDI operators and mooring service providers, and on the other hand, "any other user or Applicant operating at a Terminal, or which intends to operate at the Terminal, in competition with a Qube Entity". The requirement to demonstrate operation in competition with a Qube Entity qualifies only the latter category.

Secondly, the *Dispute Applicant* must establish that the fee or tariffs is compulsory, i.e. Charges are limited to compulsory fees. The Undertaking provides a specific meaning of compulsory: that fees or charges payable by a Service Provider for a service are not compulsory where there is a competitive substitute for the relevant service. The definitions also provide, as an example, that fees applicable to standard storage and vehicle washing services are not Charges if other competitive alternatives are readily available servicing the Terminal including where a Service Provider has their own facility for providing those services.[7]

[7] Clause 22 Definitions.

3 The complaints and positions of the parties regarding AAT's designation of Charges and Other Tariffs

FCAI

The FCAI argues that in its proposed tariff schedule, AAT has sought to reclassify 77 (out of a total of 124) Charges across terminals. The FCAI indicates that this would severely reduce the effectiveness of the ability of users/FCAI members to access the longstanding review processes that have been established under successive undertakings.

The FCAI's objection to the proposed designations is based on the following grounds:

1. *That the definitions in Schedule 5 preclude the designation of existing Charges as Other Tariffs*: This is said to follow from Section 2.5(a)(ii) of the Schedule that indicates a dispute can be raised about the proposed designation of a new fee, charge, tariff or duty (however so described) as not a Charge. The FCAI believes this means AAT cannot simply reclassify existing items in the tariff schedules as Other Tariffs.
2. *Historical regulatory treatment*: All Quarantine Services Fees and Wharf Storage Fees have for many years been included in the regulated tariff schedules of AAT (at Fisherman Islands, Port Kembla and Webb Dock West) and previously MIRRAT (at Webb Dock West). This inclusion has enabled FCAI and its members to challenge price increases and/or the application of those fees through the regulated process.
3. *Prior use of the IPE review mechanism*: The FCAI has had cause in previous years to challenge proposed adjustments to Quarantine Services Fees and Wharf Storage Fees through the annual tariff schedule review process utilising the Independent Price Expert. On occasions, FCAI's objections have resulted in adjustments being made to proposed fee levels.

The FCAI states that if AAT was permitted to reclassify existing Charges as "Other Tariffs", it could effectively do so in relation to all Charges and there would be no mechanism to challenge price changes.

The FCAI also notes that if it is open to AAT to reclassify existing Charges, then AAT's quarantine and wharf storage fees should in fact be classified as Charges (as was historically recognised). The FCAI argues that there is no reasonable commercial substitute for AAT's quarantine services and wharf storage readily available to FCAI members. As a result, FCAI members are effectively obliged to use the services offered by AAT at the terminals. The FCAI provides further reasons supporting the lack of commercial substitutes for quarantine and wharf storage services, which I will discuss further.

The FCAI does not argue that Other Tariffs should be designated as Charges based on the identity of the party liable to pay the fee (i.e. whether they are a 'Service Provider').

Rigby Cooke

Rigby Cooke's stated objections to Other Tariffs are primarily grounded in cost-reflectivity, absence of incremental service, duplication, and economic unreasonableness.

While Rigby Cooke argues (on behalf of its client) that many AAT-designated "Other Tariffs" should be treated as Charges, they do not rely on the identity of the fee payer as a defining characteristic. That is, the Objection Notice does not advance a payer-based interpretation of the Undertaking's definition of Charges. Nor does the Notice identify whether services with Other Tariffs are compulsory.

AAT

Subsequent to the receipt of objections notices, AAT has provided me with:

- A further submission with its views on the proper legal approach which is required to be taken by the Expert in determining whether or not a tariff is a regulated Charge; and the basis upon which AAT applied this approach in developing its Proposed Tariff Schedule.
- A witness statement from the Managing Director of AAT, Mr Patrick Smith. Mr Smith explains his reasoning for identifying each fee or charge specified in AAT's proposed tariff schedule for 2026-27 as either an Other Tariff or a Charge.

AAT submits that:

- The Undertaking establishes an important threshold distinction between tariffs that are subject to dispute rights under Schedule 5 (Charges) and those that are not (i.e., "Other Tariffs"). The jurisdiction of the Expert is limited under Schedule 5 to considering any Changes proposed by AAT to Charges.
- The vast majority of tariffs disputed in the Objection Notices plainly fall outside the jurisdiction of the Expert, because they are levied on consignees or shippers (and not on Service Providers).
- In two cases where Service Providers may be levied at Webb Dock West, competitive alternatives exist for the services so should not be considered compulsory and therefore as Charges.

AAT also identifies that, as this is the first price review process under Schedule 5 since commencement of the Undertaking, disputes can be raised in relation to whether an existing tariff in the AAT rate card has properly been designated as a Charge or not. AAT cites clause 3.5(h) with respect to Port Kembla Terminal, Brisbane Terminal and Appleton Dock:

> *A Dispute Applicant can dispute the designation made by AAT of a tariff, fee, charge or duty as being a Charge, or as not being a Charge, in the first rate card published following the Control Date, in accordance with the process set out in clause 3.*

I will also consider of AAT's designation of Other Tariffs and Charges with respect to Webb Dock West.[8]

4 The three issues for determination

As I see it, there are three issues to be determined:

- Whether AAT is following correct procedures in notifying Other Tariffs and Charges, or whether the FCAI's arguments that AAT can only designate new fees as Other Tariffs is correct.
- Whether the fees/tariffs listed by FCAI and Rigby Cooke as Charges are levied on Service Providers for Access Services
- If they are, whether such fees/tariffs are for services that are compulsory according to the definition in the Undertaking.

[8] I understand that the Undertaking provided for objections to be raised to AAT's designation in 2025 but AAT does not object to a further consideration period for this price review period.

4.1 The designation issue

As I have noted above, there is a disagreement between the FCAI and AAT on whether AAT has the "right" to designate certain wharf and quarantine services as Other Tariffs as they are not "new fees, tariffs, charges or duties".

In FCAI's view, AAT has no power to re-designate Charges as Other Tariffs under the Undertaking.

In AAT's view[9], the current Undertaking is materially different from past Undertakings in that it:

- requires AAT to more clearly identify on each rate card those tariffs that are regulated from those that are not; and that
- anticipates (in clause 3.5(h)) the need for an initial "day 1" assessment of the designations made by AAT in the original rate card as part of the current process.

AAT further argues that past disputes and Undertakings are not relevant to the price dispute resolution process under the new (2025) Undertaking.

After consideration, I do not think that AAT's designation of Other Tariffs and Charges in the 2025/26 tariff schedule has the effect of turning or designating previously-regulated Charges into Other Tariffs. I say this for three reasons:

1. It is not clear to me that there was ever a requirement to clearly distinguish between Charges and Other Tariffs (however described) in previous tariff schedules under past undertakings by AAT (or MIRRAT), and there was no process by which the designation of Other Tariffs could be challenged by terminal users. Indeed, it is my understanding that this was the reason for the inclusion of the new provisions relating to designation.
2. In any event, it is not accurate that quarantine and wharf storage services were historically unambiguously considered Access Services. In my role as IPE in relation to AAT's past undertaking in relation to Port Kembla and Fisherman Islands terminals, I was not asked to address that issue in any objection notice. I further note that I have declined to open price disputes in response to a past objection (in 2024) in relation to certain service tariffs[10] on the grounds that the tariffs were not Charges for Access Services used by Service Providers to provide Terminal Services.
3. The new Undertaking contains different definitions of, for example, Service Providers and Charges.[11] As I understand it, such definitions were changed so that the new Undertaking

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9 AAT, p. 12.

10 The tariffs were related to handling fees for second hand or exported vehicles.

11 The definition in AAT's varied s87B undertaking (2018) provided a definition of Service Provider as:

Service Provider means any stevedore, PDI operator, Mooring Service provider or any other user operating at a Terminal, including under an Access Licence Agreement with AAT, but does not include a shipping line.

The new Undertaking provides the following definition:

Service Provider means: (a) (b) any stevedore, PDI operator, mooring service provider; or any other user or Applicant operating at a Terminal, or which intends to operate at the Terminal, in competition with a Qube Entity, but does not include a shipping line.

In relation to Charges, the older definition was as follows:

Charges means the fees or charges payable by a Service Provider to AAT for the Access Services which must (at a minimum) be separated into discrete fees and charges payable for each category of Access Services (or any material part thereof).

Whereas the newer definition provides an additional 'compulsory' element:

Charge(s) means all compulsory fees or charges payable by a Service Provider to the Terminal Operator for Access Services, which must (at a minimum) be separated into discrete fees and charges payable for each category of Access Services (or any material part thereof) and identified as a charge in the Terminal Operator published pricing...For the purposes of this definition, fees or charges payable by a Service Provider for a service are not

would provide more certainty to users about what would and would not be a relevant Charge.

As I consequence, I do not think it would be appropriate to find that quarantine and wharf storage services had previously been considered to be Charges under preceding undertakings, and that this treatment should necessarily continue into the new Undertaking.

Moreover, even if the FCAI was correct, and AAT was found to be changing the designation of a Charge to an Other Tariff, I consider that the appropriate treatment under the terms of the new Undertaking is to allow for FCAI to challenge AAT's designation of tariffs as Other Tariffs and not Charges. That is made clear enough by clause 3.5(h) of Schedule 5 of the Undertaking.[12] Whether the items are viewed as "new" or "existing", the Undertaking expressly contemplates that the designations in the first rate card following the Control Date may be disputed, and this process provides the vehicle for objectors to raise the proper designation of a tariff as a Charge or not a Charge in this first review cycle.

4.2 Are the tariffs levied on Service Providers for Access Services?

As noted in section 0, a Dispute Applicant seeking to challenge a new tariff or service designation of a tariff or fee must **first** establish that the tariff or fee is paid by a Service Provider for an *Access Service*. Clause 22 of the Undertaking highlights that a Service Provider means:

- any stevedore, PDI operator, mooring service provider; or
- any other user or Applicant operating at a Terminal, or which intends to operate at the Terminal, in competition with a Qube Entity, but does not include a shipping line.

This means any charge, fee or tariff paid by stevedores, PDI operators and mooring service providers should in the first instance be presumed to be a Charge. I note that no *Dispute Applicant* has raised concerns with the designation of tariffs paid by stevedores, PDI operators and mooring service providers. All tariffs paid by these entities have all been designated as Charges by AAT (and some of these tariffs are subject to objection notices).

Under Clause 22 of the undertaking, AAT's designation of "Other Tariffs" can be challenged if the charge, fees or tariff in question is paid by *"other users or Applicant operating at a Terminal or which intends to operate at the Terminal, in competition with a Qube Entity".*

In respect to AAT's designation of "Other Tariffs", the vast majority are levied on Consignees or Shippers. That includes quarantine and wharf storage fees at Port Kembla, Fisherman Islands and Appleton Dock. To the best of my knowledge, Qube does not own or operate any entities that could be considered to compete with the Consignees/Consignors, Shipping Lines or Shippers it services and neither the FCAI nor Rigby Cooke have argued that they do. Hence, these entities do not appear to operate in competition with a Qube entity.

Consistent with this interpretation, my determination is that tariffs levied on Consignees, Shippers or Shipping Lines cannot be considered Charges under the definitions under the

compulsory where there is a competitive substitute for the relevant service. For example, fees applicable to standard storage and vehicle washing services are not Charges if other competitive alternatives are readily available servicing the Terminal including where a Service Provider has their own facility for providing those services.

[12] Which reads:

3.5....In respect of Port Kembla Terminal, Brisbane Terminal and Appleton Dock:

(h) A Dispute Applicant can dispute the designation made by AAT of a tariff, fee, charge or duty as being a Charge, or as not being a Charge, in the first rate card published following the Control Date, in accordance with the process set out in clause 3.

The Control Date was 1 May 2025 as per https://qube.com.au/wp-content/uploads/2025/05/2885124.pdf and this is the first rate card published since that date.

Undertaking. This extends to all service tariffs designated as "Other Tariffs" at Port Kembla, Fisherman Islands and Appleton Dock.

For completeness, I note that the FCAI's submissions largely proceed on the basis that quarantine services and wharf storage are, in practice, difficult to avoid (including because of the limited feasibility of off-terminal quarantine treatment and the potential incidence of storage charges). Those submissions go to whether a fee is "compulsory" and therefore capable of being a Charge. However, that question only arises if the tariff is first shown to be payable by a Service Provider for Access Services. Where a tariff is levied on Consignees, Shippers or Shipping Lines, it does not satisfy the definition of a Charge under the Undertaking, and I have no jurisdiction under Schedule 5 to consider its reasonableness or whether it is "compulsory".

Some of the AAT's designated "Other Tariffs" at Webb Dock West are paid by other categories of Terminal users. Specifically, at Webb Dock West the:

- Quarantine service fees are payable by the consignee or agent.
- Wharf Storage Fees are payable by the consignee, shipper or transport operator.
- Yard jump start fees are payable by the service requestor.

I consider the degree to which these users are likely to operate in competition with a Qube Entity in the sub sections that follow.

Quarantine service fees

In the context of Quarantine Service Fees, I understand that an agent is a party that acts on behalf of the Consignee or ultimate receiver of the goods.

No submissions addressed whether an agent could be considered to operate in competition with a Qube Entity.

It is my understanding that in the context of Webb Dock West, the agents being referred to are local representatives of international car companies. On this basis I do not consider these entities to be in competition with a Qube Entity and therefore quarantine service fees at Webb Dock West are Other Tariffs and outside of the price dispute process.

I make this finding on the material before me in this review. In particular, neither FCAI nor Rigby Cooke identified any relevant Qube Entity with which the relevant "agents" compete, nor did any party provide evidence that the agents are themselves operating (or intending to operate) at the Terminal in competition with a Qube Entity.

Both the FCAI and AAT provided submissions outlining why, in its view, quarantine service fees should or should not be considered compulsory.

Wharf Storage Fees

The witness statement of Mr Smith provided as part of AAT's supplementary submission highlights that:

> *"At Webb Dock West, the [wharf storage] fees are almost always levied directly on consignees and shippers, who are not Service Providers as defined in the Undertaking. In those unusual circumstances where this fee is levied on "transport operators", this is typically not a PDI operator but involves other types of heavy haulage operators such as flat top trucks etc. Qube does not operate these services at our Terminals.*
>
> *On the very infrequent occasions that a PDI directly receives the account for a wharf storage, this would only occur because the consignee has directed AAT to do so because the consignee considers that the PDI was responsible for those delays that caused storage to be incurred.*

> *Effectively this is a matter of convenience for the consignee to avoid having to on-charge these amounts. This same circumstance may also apply for heavy haulage operators picking up high and heavy roll on roll off cargo."*

Submissions from FCAI and Rigby Cooke did not address whether Wharf Storage Fees could be paid by a user that operates in competition with a Qube Entity.

Broadly speaking, it seems that it would be difficult to describe wharf storage fees as levied on a Service Provider. However, as it may sometimes arise, I give further consideration to the second threshold question (whether the services associated with Wharf Storage Fees at Webb Dock West are compulsory) in section 4.3.

Yard Jump Fee

AAT notes that a Quarantine Service Yard Jump Start fee applies when a vehicle needs mechanical assistance to start and move to the quarantine area for cleaning. The witness statement provided as part of AAT's supplementary submission noted that:

> *"At Webb Dock West, the yard jump start fee is levied on the service requestor, which is typically a freight forwarder, transport operator or cargo owner. An examination of the H1 of FY26 (July to December 2025) indicated that* [redacted] *and* [redacted] *had each paid a jump start invoice. No PDI's had settled a jump start in that period. "*

While AAT noted that no PDI or Qube-related entities had paid a jump start fee, it did acknowledge that a service requestor could include those entities.

Submissions from FCAI and Rigby Cooke did not address whether Yard Jump Fees could be considered to be paid by a user that operates in competition with a Qube Entity.

As there is some possibility of a related entity using the services, I give further consideration to the second threshold question (whether the services associated with Yard Jump Start Fees at Webb Dock West are compulsory) in section 4.3.

4.3 Are the services compulsory?

Wharf storage

With respect to the compulsory or competitive nature of storage services at Webb Dock West:

- The FCAI argues that quarantine services and wharf storage are not services for which other competitive alternatives are readily available to FCAI members. Practically, the FCAI appears to link the issue of quarantine services with wharf storage, as "FCAI members will be subject to demurrage charges if they elect not to use AAT for the provision of Quarantine Services, as they will not be able to move a shipment of cars off the port in covered vehicles before the expiration of this period".
- AAT argues that – while quarantine and wharf storage should not be considered Charges - neither quarantine washing nor wharf storage (including for quarantine held vehicles) are "compulsory" within the meaning of the Undertaking. Consignees have a number of readily competitive alternatives to both services, across all locations. In support of its position at Webb Dock West, AAT argues that:
  - With respect to quarantine services: **"**The number of vehicles being taken offsite for quarantine cleaning at an AA facility has been slowly increasing. As detailed in Table 1 below, in 2025, 23% of vehicles imported into Webb Dock West that failed their DAFF quarantine inspection were sent offsite for cleaning." AAT also pointed to 24 "Approved

Arrangement" sites authorised by DAFF that undertake biosecurity activities within 20km of AAT's Melbourne terminals, and suggested that PDI operators also provide quarantine washing.

- With respect to wharf storage: "Given the plethora of competitive alternatives to wharf storage, in reality, only a minimal number of vehicles are stored at AAT's terminal beyond the free storage period and are charged wharf storage. In 2025, only 2% of imported vehicles exceeded their free storage period (including weekends and public holidays) and were stored at Webb Dock West. In 2026 year to date (as of March 2026), only 4% of imported vehicles went beyond the free storage period."

As I understand the FCAI's argument, the linkage of the quarantine service to the wharf storage service effectively means that while it might be possible to use alternative wharf storage if using AAT's quarantine service, it is not possible to use alternative quarantine and alternative wharf storage. The difficulty with this argument seems to be that, according to AAT:

- almost a quarter of vehicles are already being sent offsite for quarantine cleaning (i.e. there is evidence of actual substitution that is non-trivial), and,
- only a small proportion of vehicles have historically been subject to wharf storage charges (meaning that vehicles are mostly moving from the terminal to either alternative storage or onward processing within the allocated free storage periods).

Having regard to the evidence that a material share of vehicles are already sent offsite for quarantine cleaning and that only a small proportion of vehicles currently incur wharf storage charges, I am not satisfied that wharf storage at Webb Dock West is a compulsory service for the purposes of the Undertaking. Nor is there evidence that Service Providers commonly acquire these services. I therefore determine that Wharf storage fees at Webb Dock West are Other Tariffs.

Yard jump start fees

AAT submits that yard jump starts are not a compulsory service and there are competitive alternatives to AAT providing this service, as PDI operators or transport operators can undertake their own jump starts at the Webb Dock West terminal, provided they are pre-qualified in RAPID. Alternatively, the service requestor can bring third-party mechanics onsite to provide mechanical services, including jump starting.

No other submissions were made about the compulsory nature or otherwise of yard jump start fees. On that basis I would not consider these to be compulsory for the purposes of the Undertaking.

I am not satisfied that yard jump start services at Webb Dock West are compulsory. I therefore determine that Yard jump start fees at Webb Dock West are Other Tariffs.

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