

24 July 2026

Department of Agriculture, Fisheries and Forestry
GPO Box 858
Canberra ACT 2601

Via: Email

**Re: Government Response to DAFF Wheat Port Review and Exposure Draft
Competition and Consumer (Industry Code—Bulk Wheat) Regulations 2026**

Dear Sir/Madam,

1. Executive Summary

Grain Trade Australia (GTA) welcomes the opportunity to comment on the Australian Government's response to the Second Review of the Wheat Port Code and the Exposure Draft *Competition and Consumer (Industry Code—Bulk Wheat) Regulations 2026*. GTA broadly supports the Government's proposed approach, including the transition from prescriptive regulation towards industry self-regulation, supported by a streamlined Wheat Port Code sunseting latest 1 October 2029.

GTA agrees with the findings of the Review that increased competition between Port Terminal Service Providers (PTSPs) has significantly reduced the need for the detailed access framework previously contained in Parts 3–6 of the Wheat Port Code. GTA supports the retention of transparency and good faith obligations during the transition period and recognises the important role these obligations continue to play in supporting confidence in the grain export supply chain.

GTA's principal recommendations are:

1. Retain the proposed transparency and good faith provisions.
2. Include an express provision relating to abuse of confidential and commercially sensitive information.
3. Clarify that disclosure or misuse of confidential information is inconsistent with the good faith obligations of the Code.
4. Recognise and encourage the use of independent industry-based dispute resolution mechanisms as part of the transition to self-regulation, including noting the role that the specialised GTA Dispute Resolution Service (DRS) can play in supporting industry outcomes.
5. Continue to support the development of an industry-managed Port Protocol as soon as possible and before the Code sunsets in October 2029.

2. Introduction

GTA welcomes the opportunity to comment on the Australian Government's response to the Second Review of the Wheat Port Code and the Exposure Draft *Competition and Consumer (Industry Code—Bulk Wheat) Regulations 2026*. GTA supports efficient, competitive and transparent grain markets and supply chains, and has actively participated in both the Wheat Port Code Review process and subsequent industry consultation regarding future industry arrangements.

As Australia's leading post-farm-gate grain industry representative body, GTA supports the development of commercially practical and industry-led solutions that facilitate efficient grain marketing, domestic and export supply-chains.

GTA has a direct interest these matters as it is GTA members who own and operate grain export Port Terminals and the grain that flows through them.

GTA has also been actively facilitating discussions through its Port Protocol Working Group to assist the development of a future self-regulatory framework. The Port Protocol Working Group has brought together all sectors of the grains industry and includes integrated and non-integrated port terminal service providers, exporters and grower representative interests.

GTA's membership comprises exporters, bulk handlers, port terminal operators, traders, storage providers, accumulators and other participants across the grain supply chain. Consistent with that diversity, GTA recognises there may not be full consensus amongst all members on every aspect of the Government Response or the Exposure Draft Regulations, nor on the degree of regulatory or self-regulatory obligations that should ultimately apply. GTA also recognises that some members may choose to make their own submissions directly to DAFF on matters of particular interest. Notwithstanding these differences, GTA considers it important to provide a constructive industry-level submission reflecting broad areas of common ground and supporting the ongoing transition towards an industry-managed framework.

3. Support for the Government Response and Transition to Self-Regulation

GTA supports the Government's acceptance of the Second Review findings and agrees that the Australian wheat export supply chain has evolved significantly since the introduction of the Wheat Port Code in 2014. Increased port competition, new investment in export infrastructure and the maturity of commercial arrangements across the sector have substantially reduced the need for detailed access regulation.

The Review found little evidence of ongoing market failure requiring retention of the detailed access provisions under the current Code. GTA supports the Government's proposal to remove those provisions while retaining transparency and good faith obligations that continue to provide measurable value to market participants.

GTA also supports the Government's view that the industry should work towards a self-regulatory framework during the proposed transition period. GTA has been constructively engaging with its members and has made significant progress towards an industry managed Port Protocol. GTA understands the Government's intention that a streamlined Code applying until latest 1 October 2029 will provide an appropriate balance between regulatory certainty and the orderly development of industry-led arrangements.

GTA would strongly encourage the Government to support an earlier transition to industry led arrangements should they be suitably presented to Government earlier than October 2029.

The Wheat Port Code has served an important purpose since 2014 by creating confidence during deregulation, facilitating transparency and allowing industry participants time to adapt to a more competitive market environment. GTA considers the proposed 2026 Code, with the recommendations in this submission, represents the next logical step in that evolution.

4. Recommendation 1 – Transparency and Good Faith Provisions

GTA strongly supports retention of the obligation for Port Terminal Service Providers (PTSPs) and exporters to act lawfully and in good faith. The good faith obligation provides an important principles-based foundation for commercial dealings and aligns with the Government's objective of moving away from prescriptive regulation towards a more commercially driven framework.

GTA also supports the continued publication of:

- Shipping stem reports;
- Policies and procedures for managing demand for port terminal services; and
- Standard terms and reference prices.

These requirements enhance transparency across the export supply chain, facilitate commercial planning and provide market participants with access to information that supports efficient decision-making. GTA considers these provisions should remain a central component of both the transitional Code and any future industry-managed arrangements.

5. Recommendation 2 – Inclusion of a Confidential Information Provision

While GTA supports the streamlined and principles-based approach adopted in the Exposure Draft, GTA considers the Code would benefit from inclusion of an express provision dealing with confidential and commercially sensitive information.

Discussions through GTA's Port Protocol Working Group have consistently highlighted the sensitivity of this issue and that the appropriate management of confidential information is an important component of maintaining commercial trust and confidence throughout the grain export supply chain.

Importantly, consultation has indicated that the key issue is not disclosure required for legitimate operational, contractual, legal or regulatory purposes. Rather, the primary concern is disclosure or misuse of confidential information for an anti-competitive or other ulterior purpose.

GTA recognises that aspects of confidentiality may be captured by the obligation to act in good faith. However, given the importance of the issue, an express provision would provide greater certainty to industry participants and reinforce appropriate commercial conduct.

GTA therefore recommends consideration of a provision along the following lines:

Commercially Sensitive Information

A port terminal service provider and exporter shall implement reasonably practicable measures to protect commercially sensitive information obtained in connection with port terminal services. Such information should not be disclosed, used or communicated except to the extent reasonably necessary for the provision of services, as agreed by the parties, or as otherwise required by law.

Such a provision would impose no additional regulatory burden as parties should be ensuring competitive sensitive information is not provided to competitors given their obligations under the Competition and Consumer Act 2010. The inclusion of the express obligation would reinforce confidence, trust and appropriate commercial behaviour during the transition to self-regulation.

6. Recommendation 3 – Clarification around the disclosure of information.

GTA further submits that accompanying explanatory materials should clarify that the disclosure, use or communication of confidential information for a malicious, an anti-competitive or other ulterior purpose would be inconsistent with the good faith obligation contained in section 9 of the Code.

7. Recommendation 4 – Recognition of Industry-Based Dispute Resolution & GTA DRS

GTA supports the Government's objective of maintaining effective dispute management arrangements during the transition to self-regulation. Effective dispute resolution processes are important to maintaining confidence in commercial arrangements and supporting efficient operation of grain export supply chains.

GTA has worked extensively with industry participants through its Port Protocol Working Group to develop dispute resolution arrangements specifically tailored to the provision of port terminal services. The GTA Dispute Resolution Service (DRS) provides an established framework supported by specialist grain industry expertise and commercially practical outcomes. The GTA DRS is compliant with the NSW Commercial Arbitration Act. A draft version of the specific GTA Port Protocol Dispute Rules and Guidelines are attached for information.

In line with the broad agreement reached within the Port Protocol Working Group, GTA recommends that the GTA DRS be a requirement in the published standard terms, but it remain open to the parties to negotiate alternative dispute resolution mechanisms.

GTA acknowledges that legislation may not be the appropriate mechanism to prescribe a specific dispute resolution service provider. However, GTA considers the Code should recognise and encourage the use of independent industry-based dispute resolution mechanisms as part of the transition to self-regulation and notes that the GTA DRS provides one such specialist industry framework capable of supporting these objectives.

Recognition of industry-based dispute resolution mechanisms would:

- Support timely and cost-effective resolution of disputes;
- Encourage commercially practical outcomes;
- Provide access to specialist grain industry expertise;
- Complement the Government's objective of transitioning to industry self-regulation; and

- Support the development of an industry-managed Port Protocol.

8. Recommendation 5 - Government support for the Ongoing Development of an Industry Port Protocol

GTA supports the Government's expectation that industry develop and implement an effective self-regulatory framework before the Code sunsets in October 2029. GTA has already commenced this process through extensive industry consultation, establishing a Port Protocol Working Group and development of a draft Industry Port Protocol.

Many of the key principles retained in the Exposure Draft, including transparency obligations, good faith requirements and publication of operational information, align closely with matters being considered through the industry consultation process.

GTA remains committed to working collaboratively with DAFF, PTSPs, exporters and other stakeholders to facilitate the successful development of a practical and effective industry-led framework.

GTA recommends Government consider transition to industry managed arrangements earlier than the 1 October 2029 Code sunset, should industry present satisfactory arrangements to Government.

9. Conclusion

GTA broadly supports the Australian Government's response to the Second Review of the Wheat Port Code and the Exposure Draft *Competition and Consumer (Industry Code—Bulk Wheat) Regulations 2026*. The proposed framework appropriately reflects the maturity and competitiveness of the modern wheat export supply chain while maintaining important transparency and good faith obligations.

GTA recommends that the final Code:

1. Retain the proposed transparency and good faith obligations.
2. Include an express provision addressing confidential and commercially sensitive information.
3. Clarify that disclosure or misuse of confidential information for an anti-competitive or other ulterior purpose is inconsistent with the good faith obligation.
4. Recognise and encourage the use of independent industry-based dispute resolution mechanisms, including industry services such as the GTA Dispute Resolution Service (DRS).
5. Continue supporting the productive and orderly transition to an industry-managed Port Protocol as soon as possible and before the Code's sunset on 1 October 2029.

GTA appreciates the opportunity to provide this submission and looks forward to continuing to work with DAFF and industry stakeholders to support the development of an effective and sustainable industry-led framework for grain export port operations

Please do not hesitate to contact GTA at any stage on this or other grain industry issues.

Yours faithfully,



Pat O'Shannassy
CEO, Grain Trade Australia

Attached:

- Draft GTA Port Protocol Dispute Resolution Rules and Guidelines.
- List of GTA Members



Membership List as of 30 June 2026

Member Type	Member Level	Account Name	Primary Contact	Website
Ordinary Member	A1	Bunge Australia	Stephen Bennett	https://www.bunge.com/Australia
		CBH Group	Ben Macnamara	www.cbh.com.au
		GrainCorp Australia	Robert Spurway	www.graincorp.com.au
			3	
	A3	Cargill Australia	Zsolt Kocza	www.cargill.com.au
			1	
A4		ADM Trading Australia	Darryl Borlase	www.adm.com
		Louis Dreyfus Company	David Johnson	www ldc.com
			2	
B1		Arrow Commodities	Dom Vanzella	www.arrowcom.com.au
		Australian Grain Export Pty Ltd	Tim Martin	www.australiangrainexport.com.au
		CHS Broadbent	Steve Broadbent	www.broadbentgrain.com.au
		George Weston Foods	Michael Schmidt	www.gwf.com.au
		Manildra Group	Peter Sloan	www.manildra.com.au
		Riordan Grain Services	Jim Riordan	www.riordangrains.com.au
			6	
B2		Centre State Exports	Nick Lange	www.centrestateexports.com.au
		Inghams Enterprise Pty Ltd	Matthew Clarke	www.ingham.com.au
		J K International Pty Ltd	Sandeep Mohan	www.jki.com.au
		Ridley Agriproducts	Reagan Stroud	www.agriproducts.com.au
		Riverina (Australia)	Jon Mulally	www.riverina.com.au
		Wilmar Trading (Australia) Pty Ltd	Matt Albion	www.wilmargavilon.com
			6	
B3		Allied Pinnacle	Brett Duczmal	www.alliedmills.com.au
		Brahman Commodities	Michael Aikman	www.brahmancommodities.com.au
		Cofco International Australia	Sarah Pan	www.cofcointernational.com
		Demeter Grains	Barry Mansfield	www.demetergrains.com.au
		K M & W M Kelly & Sons	Matt Kelly	www.kellygrains.com.au
		Quadra Commodities	Robin Cassar	www.quadra.com
		Qube Logistics (SB) Pty Ltd (T/A Qube Agri)	Jeremy Brown	www.qube.com.au
		Robinson Grain Trading	Adam Robinson	www.robinsongrain.com.au
			8	
C1		Agracom	Joe Hallman	www.agracom.com.au
		Agrisk (Market Check)	Brett Stevenson	www.marketcheck.com.au
		AGT Foods Australia	Michael Brittain	www.agtfoods.com/australia
		Altora Ag	David Dore	www.altoraag.com.au
		Associated Grain T/A Agrocorp Processing Australia	Russell Darbey	www.agrocorp.com.au
		Australian Food & Fibre Processing	Peter Webb	www.australianfoodandfibre.com.au
		Australian Fresh Milk Holdings (AFMH)	Jill Smith	www.afmh.com.au
		Blairs Produce Company	Sean Blair	crt.com.au/store/blairs-produce-company/
		Boolah Farms Pty Ltd	Stuart Tighe	www.boolah.com.au
		Castlegate James Australasia Pty Ltd	Kevin O'Brien	www.castlegatejames.com.au
		COPRICE	Kirsty Cutter	www.coprice.com.au
		Darwalla Milling Co Pty Ltd	Gary Heidenreich	www.darwalla.com.au
		DDT Holdings	Rajeev Saraff	www.ddtholdings.com.au
		Deckert Group Pty Ltd	Chris Deckert	www.deckerts.com.au
		Esperance Quality Grains Pty Ltd	Neil Wandel	www.esperancequalitygrains.com
		Fletcher International Exports	Joe Masters	www.fletchint.com.au
		Fodder Link Pty Ltd	Cameron Angel	www.fodderlink.com.au
		Hanlon Enterprises	Chris Coates	www.hanlonenterprises.com.au
		Hay Australia	Nicole Hawker	www.hayaustralia.com.au
		Hazeldenes Chicken Farm	Marcus Dingle	www.hazeldenes.com.au
		IGH Commodities	Brad Bryant	www.igh.net.au
		Inari Australia	Karan Singh	www.inariaustralia.com.au
		Irwin Stockfeeds	Bryan Irwin	www.irwinstockfeeds.com.au
		Itochu Australia Ltd	Nick Poutney	www.itochu.com.au
		JBS Pork Australia Pty Ltd	Andrew Philpotts	www.rivalea.com.au
		Jerilderie Grain Storage & Handling	Tyler Caddy	www.jgsh.com.au
		Laucke Flour Mills Pty Ltd	David Harris	www.laucke.com.au
		Lawson Grains	John Marshall	www.lawsongrains.com
		LPC Trading Pty Ltd	Simon Langfield	www.lpctrading.com.au
		Malteurop Australia Pty Ltd	Eric Fisher	www.malteurop.com/en/australia
		MC Croker	Jason McPherson	www.crokergrain.com.au
		MSM Milling Pty Ltd	Peter MacSmith	www.msmmilling.com.au
		Namoi Cotton Ltd	Nathan Hunter	www.namoicotton.com.au
		Pentarch Agricultural Pty Ltd	Simon Yuncken	https://pentarchagricultural.com.au/
		Premium Grain Handlers Pty Ltd	John Orr	www.pgh.com.au
		Queensland Cotton Corporation	Ashish Govil	www.qcotton.com.au
		Reid Stockfeeds Pty Ltd	Ian Reid	www.reidstockfeeds.com.au
		Rex James Stockfeed	Natasha Davies	www.jamesstockfeed.com.au
		Riverina Oils & Bioenergy	Krissy Campbell	www.riverinaoils.com
		SunPork Farms Feed Mills	Mark Young	www.sunporkgroup.com.au
		Thompson & Redwood Pty Ltd	Stephen Lamond	https://thompsonandredwood.com.au/
		TSS Grain (Tasmanian Stockfeed Services)	Trevor Macleod	www.tasstockfeed.com.au
		Unigrain Pty Ltd	Ervin Leong	www.unigrain.com.au

		Viridis Ag	Chris Reeves	www.viridisag.com
		W B Hunter Pty Ltd	Stewart Coombes	www.wbhunter.com.au
		Wilken Grain	Richard Wilken	www.wilkens.com.au
		Woods Grain Pty Ltd	Bruce Woods	www.woodsgrain.com.au
		XLD Commodities	John Tuskin	www.xldgrain.com.au
		48		
C2		Access Grain Pty Ltd	Wade Humphries	www.accessgrain.com.au
		Adams Australia Pty Ltd	Ian Mack	www.adamsaustralia.com.au
		Aditi UVG	Harshad Kale	www.aditiuvg.com
		Aditya Birla Global Trading (Australia)	Surya Jain	www.abgtrading.com
		Advantage Grain Pty Ltd	Chris Nikolaou	www.advantagegrain.com.au
		Ag Connex Pty Ltd	Geoff Barker	www.agconnex.com.au
		Agmark Commodities	Richard Alcorn	www.agmark.com.au
		Agri Om Australia Pty Ltd	Kishore Bulchandani	www.agriom.com.au
		Alliance Grains	Luke Walker	www.alliancegrains.com.au
		Arya Pulses Australia Pty Ltd	Aravindhan Ravindraraaj	www.aryapulses.com.au
		A T Waterfield & Son Pty Ltd	Brad Waterfield	linkedin.com/in/brad-waterfield-8767869b
		Australian Choice Exports Pty Ltd	James Hunt	www.australianchoiceexports.com.au
		Australian Country Choice Feedlots	Brad Taylor	https://www.acbbeef.net.au/
		Australian Grain Storage	Matt Bailey	www.sunrice.com.au
		Australian Growers Direct Pty Ltd	Tyrone Stowers	www.ausgrowersdirect.com.au
		Australian Mungbean Company Pty Ltd	Damien White	www.australianmungbean.com.au
		A W Vater & Co	Kim Vater	www.vater.com.au
		Baker Grain	Richard Baker	www.bakergrain.com.au
		Ballarat Grain	Ashley Haase	
		Boort Grain Co-Operative	Jon Bucknall	www.boortco-op.com.au
		Broun & Co Pty Ltd	Charles Coventry	www.brounandco.com.au
		C & S Trading Pty Ltd	Craig Scholz	www.scholzsbh.com.au
		Carpendale Agri Pty Ltd	Andrew Kluck	www.carpendale.com.au
		Carson Stockfeed Pty Ltd	John Carson	03 6634 7376
		CHA Pacific Pty Ltd	Ryan Yang	http://www.chapacific.com.au/
		Chester Commodities	Richard Black	www.chestercommodities.com.au
		C K Tremlett Pty Ltd	Andrew Tremlett	linkedin.com/in/andrew-tremlett-36a06385
		CL Commodities	Robert Lean	www.clcommodities.com.au
		Coorow Seeds	Brian Pover	www.coorowseeds.com.au
		Corson Grain Australia Pty Ltd	Rodney Walker	www.corson.co.nz
		Cory Johnston (Aust) Pty Ltd	Alicia Dolan	www.coryjohnston.com.au
		Direct Commodities	Hamish Robertson	www.directcommodities.com.au
		DSL Pacific	Katarina Lindkvist	https://www.dsipacific.com/
		East Coast Stockfeeds	Stuart Dolden	www.ecsf.com.au
		Ellerslie Free Range Farms Pty Ltd	Maria Sue-Tin	www.dahall.com.au
		ETG Processing Pty Ltd T/A Wimpak	Brock Tait	www.wimpak.com.au
		Excel Farms	Nicholas Paterson	excellfarms.com.au
		Export Import Australia	Dhanesh Kumar	www.exportimportaustralia.com.au
		Export Trading Group Australia Pty Ltd	Cassandra Tipler	www.etgworld.com
		Fanmac Logistics Pty Ltd	Chris Fanning	www.fanmacag.com.au
		Feed Central Pty Ltd	Tim Ford	www.feedcentral.com.au
		Findlays Barellan	Neil Findlay	www.findlay.world/about-us
		Frey Commodities Australia	Campbell May	freycommodities.com
		Gold Star International Pty Ltd	Abhishek Kotkar	www.goldstarinternational.com.au
		Grainforce Pty Ltd	Stella Larnach	www.grainforce.com
		Grain Link WA Pty Ltd	Andrew Goyder	www.grainlink.com.au
		Grenfell Commodities Pty Ltd	Peter Gordon Mawhinney	www.grenfellcomm.com.au
		GV Grain & Fodder	Joanne Harry	linkedin.com/in/joanne-harry-707119116
		Harrold Pastoral Co	Patrick Harrold	
		Harwood Grains & Stockfeeds	Paul Harwood	www.harwoodgrains.com.au
		Horizon Commodities Pty Ltd	Aaron Jones	www.horizoncommodities.com.au
		Jatlee Australia	Sunil Kumar	www.jatleecorp.com
		JH Grain Pty Ltd	Geoff Zhou	www.jhgrain.com.au
		J W Koek & Company	Brian Algate	07 3341 4548
		Kangaroo Island Pure Grain	Emma Tonkin	www.kipuregrain.com
		KB Agri Services Pty Ltd	Karl Bliss	linkedin.com/in/karl-bliss-916bb679
		Kennett Rural Services Pty Ltd	Andrew Kennett	www.kennetttrural.com.au
		Lachlan Commodities Pty Ltd	Tony Cogswell	www.lachlancommodities.com
		Lane Grain Pty Ltd	Garry Lane	linkedin.com/in/gary-lane-82635b88
		Mahonys Transport Services	Luke Mahony	https://www.mahonystransport.com.au
		Mallon AgCommodities	Blake Mallon	mallonag.com.au
		Mandala Trading	Jay Saraff	www.mandalatrading.com.au
		Marina Commodities (Australia)	Palwinder Singh	www.marina.commodities.com
		Max Grains Pty Ltd	Jack Fahy	www.maxgrains.com.au
		Mckenzie Ag Services	Lachlan Mckenzie	www.mckenzieag.com.au
		McNaughts Grain & Fertilizer Pty Ltd	Daniel Mcnaught	www.mcnaughts.com
		Melaluka Trading Pty Ltd	Simon Pritchard	www.melalukatrading.com.au
		Mellco Pty Ltd	Steve Mellington	www.mellco.com.au
		Nandaly Grain Co-Operative	Jon Bucknall	www.nandalyco-op.com.au
		Network Grains Pty Ltd	Craig Dennis	www.networkgrains.com.au
		Norco	Michael Hampton	https://www.norco.com.au/agrisolutions/grain-team.php
		Northbound Trading Pty Ltd T/A WA Lupins	Daniel Marshall	www.walupins.com.au
		Origin Grain Pty Ltd	Marcus Currie	www.origingrain.com
		Outlook Commodities	Dominic Hogan	https://facebook.com/Outlookcommodities
		Pacific Global Sprouts Pty Ltd	Prashant Kewlani	www.pacificglobalsprouts.com
		Parkinson Bros	Rohan Parkinson	linkedin.com/in/rohan-parkinson-a76a761b4

		PB Seeds	Peter Blair	www.pbseeds.com.au
		Pearson's Grain	Darren Pearson	www.pearsonsgroup.com.au
		Peters Commodities	Michael Oxley	www.petcom.com.au
		Pinnacle Grains Pty Ltd	Sonal Vij	www.pinnaclegrains.com.au
		QS Commodities Pty Ltd	Nick Slipper	www.qscommodities.com
		RP Grain Pty Ltd	Gordon Pulham	randpcarriers.com.au/r-p-grains
		Rural Logic (Aust) Pty Ltd	Michael Wood	www.rurallogic.com.au
		Shannon Bros Bulk Storage Pty Ltd	Clayton Shannon	www.shannonbros.com.au
		Silo Bag Grain (NSW QLD) Pty Ltd	Lesley Kilby	www.silobaggrain.com.au
		Societa Cofica	Dia Ram Sharma	www.societacofica.com.au
		Southern Grain Pty Ltd	Tim Gross	www.southernstockfeeds.com.au
		Southern Grain Storage Pty Ltd	Campbell Brumby	www.southerngrains.com.au
		Spagrimon Australia	Jiger Kotecha	www.spagrimon.com.au
		Standard Commodities Australia Pty Ltd	Elizabeth Bozinoska	www.stancom.com.au
		Sudima Australia	James Garvey	www.sudima.com
		Sun Euro Australia	Tarun Saxena	www.suneuro.com.au
		Tamma Grains Australia Pty Ltd	Kim Packer	www.tammagrains.com.au
		Tasman Agri	Stuart Clarke	https://www.tasmanagri.com.au/
		TRC International	Yohan Goonetilleke	www.trcglobal.com.my
		Ulupna Pastoral Co Pty Ltd	Carly-Lee Perkins	www.ulupna.com.au
		Ulusoy Asia Pacific	Muhammet Genc	www.ulusoyflour.com
		Universal Commodity Management	Tim Dean	www.commoditymanagement.com.au
		Ward McKenzie	Greg Howe	www.mckenziefoods.com.au
		Waterfall Australia	Ian Mallon	ian@waterfallaustralia.com.au
		Watsons Bulk	Joel Watson	www.wbl.net.au
		WHG Oceania Pty Ltd	Gesheng Shen	shen@whgoceania.com.au
		Wycheproof Grain Handling	Jordan Matthews	www.wychegrain.com.au
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Transport Operator		Crawfords Freightlines Pty Ltd	Phillip Davis	www.crawfordsfreightlines.com.au
		Gehrke Grains & Transport Pty Ltd	Julian Gehrke	www.gehrke.com.au
		Pacific National (NSW) Pty Ltd	Ivan McLeod	www.pacificnational.com.au
		SEAWAY Intermodal Pty Ltd	Bikash Ram	www.seawayintermodal.com.au
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Broker	Medium	Fox Commodities Pty Ltd	Paul Cochrane	www.foxcommodities.com.au
		Grain Brokers Australia	Jeff Winspear	www.grainbrokers.com.au
		Horizon Grain Brokers Pty Ltd	Ash Munro	www.horizongb.com.au
		ICAP Futures (Australia)	Brett Cooper	www.itpicap.com
		Key Agri Services Pty Ltd	Ben Shannon	https://www.keyagri.com.au/
		Pure Grain Network Pty Ltd	Stuart Tighe	www.puregrain.com.au
		Quest Commodities	Jayne Barker	www.questcommodities.com.au
		Rain Agribusiness	Ian Grellman	www.rainag.com.au
		StoneX Financial	Stefan Meyer	www.intlfcstone.com
		Teague Australia Pty Ltd	Tim Teague	www.teague.com.au
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	Sole Operator	A C Grain	Adam Clarke	www.acgrain.com
		Allied Grain Pty Ltd	Angus Wettenhall	www.alliedgrain.com.au
		Cogeser (Australia) Pty Ltd	Robert Luetolf	www.cogeser.com.au
		Farm Tender	Matt Henke	www.farmtender.com.au
		Lotema Pty Ltd	Todd Lees	
		Mallon Commodity Brokering	Ian Mallon	www.mcbrokering.com
		McDonald Pelz Australia	Stuart Richardson	www.mcdonaldpelz.com
		Perkins Commodity Brokers	Craig Perkins	linkedin.com/in/craig-perkins-9a27211a
		Sunrise Commodities	Scott Merson	www.sunrisecommodities.com.au
		Wardi Broking	Sam Ward	www.wardi.com.au
		Woodside Commodities Pty Ltd	Hamish Steele-Park	www.woodcomm.com.au
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Corporate	Large	ASX	Ian Waddell	www.asx.com.au/grainfutures
		Australian Grain Technologies	Tristan Coram	www.agtbreeding.com.au
		Barrett Burston Malting Co.	Dean Ganino	www.bbmalt.com.au
		BoortMalt Asia Pacific Pty Ltd	Simon Robertson	www.boortmalt.com
		CIS Control Union Australia	Ashok Rana	cis-controlunion.com
		Commonwealth Bank of Australia	Tom Morgan	www.commbank.com.au
		NSW Ports (Port Kembla Unit Trust)	Joshua Lawrence	www.nswports.com.au
		Regulator Markets	Angus Knight	www.regulatormarkets.com
		Sanitarium Health Food Company	Nathan Bullock	www.sanitarium.com.au
		Symbio Laboratories	Kristian Just	www.symbiolabs.com.au
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	Medium	AgriFood Technology	Doreen Fernandez	www.agrifood.com.au
		Amspec Australia	Lee Shilvock	www.amspecgroup.com.au
		Australian Superintendence Company (ASC)	Andrew Parry	https://www.asc.co/
		Clear Grain Exchange	Nathan Cattle	www.cleargrain.com.au
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		Intertek	Debbrah Millard	www.intertek.com
		Mars Petcare Australia (T/A Mars Birdcare)	Kurt Sosinski	www.mars.com.au
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	Basis Commodities	Chris Whitwell	www.basiscommodities.com
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	BSM Global	Jason Flemming	www.buysellmove.com
	Cloudbreak Grain Marketing	Ed Scamps	www.cloudbreak.com.au
	Cropify	Anna Falkiner	www.cropify.io
	Delta Agribusiness	Michael Parry	www.deltaag.com.au
	E P Integrated Commodities	Tracey Lehmann	epicbrokers.biz
	Farmanco Marketing Pty Ltd	Don McTaggart	www.farmanco.com.au
	FARMARCO Australia Pty Ltd	Rob Imray	www.farmarco.com.au
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	Flexi Grain Pty Ltd	Jarrod Tonkin	www.flexigrain.com.au
	Futari Grain Technology Services	Leah Petrie	www.futari.com.au
	Goldstar Commodities	Geoff Webb	www.goldstarcommodities.com.au
	Graintec Scientific	Lucas Anstiss	www.graintec.com.au
	Grainx	Judi Morgan	www.grainx.com.au
	Greenoaks Agriculture Pty Ltd	Richard Perkins	www.greenoaksag.com.au
	Harvestcheck Pty Ltd	Stephen Schumacher	www.harvestcheck.com.au
	Hay Plains Grain Storage Pty Ltd	Ron Harris	www.fellowsbulk.com.au/grainstorage
	IKON Commodities	Ole Houe	www.ikoncommodities.com.au
	Indyn	Rob Martin	www.indyn.net
	Lachstock Consulting	Nick Carracher	www.lachstockconsulting.com.au
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	McMullen Consulting	Gerard McMullen	www.mcmullengrainagricultural.com
	National Grower Register	Debbie Newmarch	www.ngr.com.au
	OMIC Australia Pty Ltd	Koji Nakashima	www.omicaustralia.com.au
	Perten Instruments	Raul Ovelar	www.perten.com
	Pinion Advisory	Chris Heinjus	www.pinionadvisory.com
	Planfarm Marketing Pty Ltd	Jerome Critch	www.planfarm.com.au
	Priag Marketing Pty Limited	Kevin Schwager	www.priag.com.au
	Saputo Dairy Australia	Ashley Denishensky	www.saputo.com
	SGA Solutions Pty Ltd	David Hudson	linkedin.com/in/david-hudson-8240b913
	Sizer & Cogill (T/A NQ Bulk)	Chris Sizer	www.sizercogill.com.au
	Ten Tigers	Chris Tonkin	www.tentigers.com.au
	TE Storage & Logistics Pty Ltd	Tom Hage	www.testorage.com.au
	TT Club Mutual Insurance	Rhys Richards	www.ttclub.com
	Wattletree Consulting	Joe Righetti	www.wattletree.net.au
	Windarra Grain Storage	Jessica Russ	https://www.facebook.com/p/Windarra-Grain-Storage-Pty-Ltd-61553819494644/
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		43	
International Affiliate	CIS Commodity Inspection Services	Paul Schweitzer	www.cis-inspections.com
		1	
Industry Association	Grain Growers Limited (GGL)	Shona Gawel	www.graingrowers.com.au
	Grain Industry Association of WA (GIWA)	Peter Nash	www.giwa.org.au
	Grain Producers Australia Ltd (GPA)	Colin Bettles	www.grainproducers.com.au
	NSW Farmers Association	Elen Welch	www.nswfarmers.org.au
	Stock Feed Manufacturers' Council of Australia (SFMCA)	Ellen Buckle	www.sfmca.com.au
		5	
Merchant Association	Grain Industry Association of SA (GIASA)	Marie Cunningham	www.giasa.org.au
	Grain Industry Association of VIC (GIAV)	Georgie van Beek	www.giav.com.au
	Grain NSW	Joanne Ware	www.grainnsw.com.au
	Queensland Agricultural Merchants (QAM)	Rob Imray	www.qam.org.au
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Dispute Resolution Rules

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Note: This document includes proposed DRAFT Port Protocol Arbitration Rules (refer Section 3A), incorporated into existing GTA Arbitration Rules. The draft Port Protocol Arbitration Rules have been reviewed and endorsed by the GTA Port Protocol Working Group. The draft Port Protocol Arbitration Rules are not active.

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Section 1: General

Article 1: Purpose and Description

1. Through its Dispute Resolution Process (“Process”), Grain Trade Australia Ltd (GTA) works to avoid litigation and reduce friction among GTA Members and other industry participants by encouraging dispute resolution through peer review. The Process will be conducted in a manner that promotes the saving of time and expense while providing an efficient, fair and equitable means to settle disputes related to commercial transactions.
2. These GTA Dispute Resolution Rules (“Rules”) shall govern the resolution of any disputes falling within the jurisdiction of the GTA Process.
3. The Process consists of:
 - a. Expert Determination
 - b. Small Claims
 - c. Fast Track Arbitration
 - d. Full Arbitration and
 - e. Port Access Dispute Resolution Rules

Each Process is governed by a particular section of these Rules (Sections 2, 3 and 3A). Sections 1 and 4 apply to each Process.

4. Based on the nature of the dispute (including the amount in issue) the Party(s) shall nominate their preferred Process. GTA retains discretion in relation to the appropriate Process and is available to discuss the various alternatives with a Party prior to commencing a Process.
5. Each reference shall be administered by GTA through its Chief Executive Officer (“CEO”) or nominee (hereafter collectively referred to as “GTA”).
6. Each Tribunal may be supported by a professional Secretariat (appointed by GTA on behalf of the Tribunal) who may provide private and confidential assistance and advice to the Tribunal on administrative matters including preparation of directions and award.

Article 2: Jurisdiction

1. GTA has jurisdiction through the incorporation of the GTA Trade Rules or these Dispute Resolution Rules into a contract, by separate agreement of the Parties.
2. A Member or Non-Member, who incorporates the GTA Trade Rules or these Rules into its contract or agreement, agrees to resolve any disputes arising out of the inception, negotiation, formation, performance or any other aspect of the contract or contractual relationship, pursuant to these Rules.
3. Members and Non-Members incorporating these Rules agree not to apply to any Court unless the dispute has been finalised pursuant to these Rules or the dispute falls outside the scope of these Rules.

Article 3: Commencing a Process

1. A Request must be lodged with GTA and the filing fee or Small Claim Fee paid by the Claimant, on or before twelve (12) months after the expiration date for performance of the contract(s) otherwise any claim is deemed to be waived and absolutely barred unless a GTA Arbitration Tribunal exercises its discretion to extend the time for commencing arbitration.

2. A Party wishing to commence a Process under these Rules (“the Claimant”) shall send to GTA (with copy to the other party(s) to the dispute) a written Request containing or accompanied by the following:
 - a. The type of Process requested;
 - b. The names, addresses (postal and email), telephone numbers (if known) of the Parties to the dispute and of their legal representatives (if known);
 - c. A brief statement describing the nature and circumstances of the dispute and specifying the claims advanced by the Claimant against another Party to the dispute (“the Respondent”), including the amount involved;
 - d. A copy of the contractual documentation which demonstrates the incorporation of the GTA Trade Rules or Dispute Resolution Rules;
 - e. Any agreement between the Parties or proposal regarding the procedure for Arbitration or other Process;
3. Unless otherwise stated in these Rules, the date of receipt by GTA of the Filing Fees or Small Claim Fee shall for all purposes be the date on which the Process has commenced.
4. Following receipt of the Request, GTA will issue a Notice of Dispute, tax invoices if applicable for Administration and Process Fees and for Full arbitrations a list of the GTA Approved Arbitrators.
5. Following receipt of the relevant fees and a signed Contract for Arbitration from:
 - a. both Parties in the case of a Voluntary Fast Track Arbitration; or
 - b. the Claimant (in the case of an Expert Determination, Small Claims, Mandatory Fast Track or Full Arbitration)
6. GTA will administer the Process pursuant to the Rules of the relevant Process.
7. GTA reserves the right not to progress a Process where a party is in default of payment of any fees due to GTA, including payment of fees for the current or any other reference.

Article 4: Dispute Resolution Fees

1. The fees payable by each Party shall be determined by GTA from time to time and published in Schedule 1. These fees are subject to change and review by the GTA Board of Directors, at its discretion. Any amendments will be published in Schedule 1 to these Rules.
2. The Parties must pay the relevant Fees published in Schedule 1. The fees are payable upon notification by GTA.
3. If the Parties commence more than one Process, for whatever reason, separate fees are payable for each Process.
4. Where the Claimant has not paid the Administration or Small Claim Fee within twelve (12) months of invoice, GTA will consider the Process as abandoned and close its file.
5. In administering a Process, GTA may incur expenses including but not limited to administration, secretariat, travel, communication, room hire, legal fees, support services and other expenses which will be invoiced to the Parties at GTA’s discretion and at cost to be borne by the Parties jointly and severally.
6. GTA or a GTA Arbitration Tribunal may at its discretion seek such legal advice or assistance as it requires in the administration of a Process generally or in respect of legal issues arising in relation to any Process and the costs of the legal advice will be borne equally by the Parties and may be the subject of an Award.

7. The Parties in an Expert Determination, Fast Track or Full Arbitration are jointly and severally liable to GTA for the fees and costs of the Process chosen (other than the legal or other costs incurred by the Parties themselves). The Claimant in a Small Claim is required to pay GTA for the Small Claim fee. Any fees and costs owed to GTA which remain unpaid may be included in a published Award as fees payable to GTA as if GTA was a Party to the Award.
8. An Award or opinion may be withheld and the administration of any Process is suspended until any outstanding amounts payable to GTA (including, without limitation, Administration, Process and/or legal fees) are paid.

Article 5: Exclusion of Liability and Indemnity

1. Except in the case of fraud, the Expert, Arbitrator, GTA, its Directors, Officers and Agents (including legal advisors) shall not be liable to any Party for any loss, damage or claims arising (directly or indirectly) from any act or omission (including negligent acts or omissions) in connection with the Process or in the performance of or failure to perform any obligation under these Rules.
2. The Parties to a Process jointly and severally indemnify GTA, its Directors, Officers and Agents (including legal advisors) and the Expert/s and/or Arbitrator/s in respect of all claims related to any act or omission of GTA, its Directors, Officers and Agents (including legal advisors), the Expert/s and/or Arbitrator/s in the performance of or failure to perform any obligation under these Rules.
3. Articles 5.1 and 5.2 apply to all Dispute Resolution Processes offered by GTA and Article 5 cannot be varied by the Parties.

Article 6: GTA Arbitrators

1. GTA shall maintain a list of Arbitrators approved by the GTA Board (the "GTA Approved Arbitrators List") which shall be reviewed at least annually by the GTA Board. The list shall be available upon request.
2. Only those Arbitrators appearing on the GTA List may be nominated as Arbitrators in a Process governed by these Rules.
3. Upon receipt of a nomination of an Arbitrator from a Party to a Process, GTA will contact the nominated Arbitrator and seek that nominee's consent to act as Arbitrator. Upon receipt of consent, and subject to any challenge under Articles 24 or 40C, GTA will notify the Parties and the nominee(s) will be deemed to have entered into the reference as Arbitrator(s).
4. If a nominee is unavailable, a Party, after notification from GTA, shall have 5 business days to provide GTA with a revised nomination.

Article 7: Confidentiality

1. All proceedings and submissions relating to the Process shall be privileged and remain confidential between the Parties and the Expert or Arbitrator and any documents exchanged and generated for the purposes of an expert opinion or Arbitration should not be used for any other ulterior purpose. Neither Party nor Expert or Arbitrator nor GTA may disclose the Opinion or information released during the Process unless required by law and except as provided by Article 40.

Section 2: Expert Determination

Article 8: Purpose

1. Expert Determination is a non-binding Process where GTA appoints an Expert to review the Parties' submissions and issue an opinion to the Parties. GTA will use its best endeavours to provide this within five 5 business days of receiving the final submission.
2. Expert Determination does not require the consent of both Parties and may be requested solely or jointly. An Expert Determination is non-binding whether or not a single Party or all Parties participate.
3. The Parties agree to participate in good faith in the Expert Determination.

Article 9: Appointment of the Expert

1. To commence a GTA expert determination, Parties must notify GTA in accordance with the requirements of Article 3 and the Rules below.
2. GTA will appoint an Expert and each Party shall have 5 business days to notify GTA, in writing, of any challenge to the appointment on the basis of apprehended or actual bias or prejudice. If a challenge is upheld, GTA will make a new nomination within 5 business days.
3. Unless otherwise agreed by the Parties, an Expert shall not be interested in the transaction nor directly interested as a member or financially associated with any Party to the Process. Where the Expert has made a disclosure or where a Party independently knows of circumstances likely to give rise to justified doubts as to his or her impartiality or independence, a Party shall be at liberty to object to his or her appointment.

Article 10: Submissions

1. Within 10 business days of the Expert being appointed, the Claimant shall lodge with GTA a written statement detailing the nature of the dispute, any agreed statement of facts and agreed issues, and submissions in fact and law in support. The statement is to be no longer than 3 pages with no more than 10 pages of supporting documentation.
2. GTA shall forward a copy of the statement to the Respondent and Expert within 5 business days.
3. Within 10 business days after receiving the statement, the Respondent shall lodge with GTA a written statement in response. The statement is to be no longer than 3 pages with no more than 10 pages of supporting documentation.
4. GTA shall forward a copy of the statement to the Claimant and Expert within 5 business days.
5. The timetable for statements may be varied by agreement between the Parties and the Expert, if appointed.
6. If the Expert determines that further information or documentation is required to reasonably form an opinion on the merits of the matter, the Expert may forward the request to GTA. GTA will immediately inform the Parties of the request. The Parties will have 5 business days to respond to the request in writing.
7. If appropriate, the Expert may request a conference with the Parties. If the Parties agree to the conference, GTA will administer the conference. The Parties shall bear the costs of the conference equally.

Article 11: Opinion

1. The Expert must form his or her opinion based on the submissions made by the Parties and the Expert's own knowledge and expertise. The Expert is not bound by the rules of evidence and may receive any information as the Expert thinks fit.
2. The Expert must disclose all information and documentation received in the submission, or otherwise, to all Parties.
3. The Expert shall attempt to provide a written Opinion to the Parties within 10 business days of the final conference or submission. The Opinion shall be in writing and provide a brief statement of reasons for that opinion. A copy of the Opinion shall be lodged with GTA.

Article 12: Costs

1. Each Party will bear its own costs and will share equally the Article 4 fees, expenses, costs of the Expert and the Process.

Section 3: Arbitration

Article 13: Governing Law and Legislation

1. Unless a Small Claim, Fast Track, Full Arbitration Process or Port Access Arbitration is governed by the International Arbitration Act 1974 (Cth), the provisions of the Commercial Arbitration Act 2010 (NSW) and any statutory amendments in force, shall apply, save insofar as such provisions are expressly modified by, or are inconsistent with, these Rules.
2. The seat of each GTA arbitration is Sydney, New South Wales and the law of the arbitration will be the law of New South Wales.

Article 14: Expedited Arbitration

1. The Parties may apply to GTA to expedite a Fast Track, Full Arbitration or Port Access Arbitration. Expedition requires the consent of both Parties and the agreement is to be lodged with GTA which will include a statement of agreed facts and issues in dispute and the proposed abbreviated timetable.
2. GTA will determine whether an expedited Arbitration is possible based on the complexity of issues in dispute and whether Arbitrators are available to comply with the timetable. GTA may amend the proposed timetable prior to approval of the request for expedition.

Article 15: Small Claims

1. The Small Claims Process is compulsory for disputes with a claim value of less than \$15,000 (exclusive of interest and costs).
2. The Small Claims Process is a binding Process where GTA appoints an Arbitrator to review the Parties' submissions and publish an award.
3. The Small Claims Process does not require the consent of both Parties and may be requested solely or jointly.
4. The Parties agree to participate in good faith in the Small Claims Process.

Article 16: Appointment of the Arbitrator (Small Claims)

1. To commence a GTA Small Claims Process, Parties must notify GTA in accordance with the requirements of Article 3 and the Rules below.
2. GTA will appoint an Arbitrator and notify the parties and each Party shall have 5 business days from receipt of that notice to advise GTA, in writing, of any challenge to the appointment on the basis of justifiable doubts as to the person's impartiality or independence for the purposes of section 12 of the Commercial Arbitration Act NSW 2010. If a challenge is upheld, GTA will make a new nomination within 5 business days.

Article 17: Submissions (Small Claims)

1. The Claimant shall, at the time of initiating its dispute, lodge with GTA online;
 - (a) Points of Claim detailing the nature of the claim and submissions of fact and law in support;
 - (b) Any agreed statement of facts and agreed issues, and
 - (c) proof/s of evidence.

2. Points of Claim are to be no longer than 3 A4 pages (single spaced) with no more than 10 pages of supporting documentation (including proof/s of evidence).
3. Within 10 business days after receiving the Notice of Dispute and Points of Claim, the Respondent shall lodge with GTA Points of Defence which shall be no longer than 3 A4 pages (single spaced) with no more than 10 pages of supporting documentation (including proof of evidence).
4. Within 5 business days after receiving the Points of Defence, the Claimant may lodge Points of Reply addressing only those matters raised in the Points of Defence which shall be no longer than 2 A4 pages (single spaced) with no more than 5 pages of supporting documentation (including proof of evidence).
5. Page limits will be strictly applied and the arbitrator is under no obligation to consider submissions in excess of the page limits.
6. The timetable for submission may be varied by agreement between the Parties and the arbitrator, if appointed.
7. The Arbitrator may at their discretion request further information or documentation to be produced. The Parties will have 5 business days to respond to the request in writing. The Claimant shall pay any additional costs, including GTA's costs (which may be apportioned under the award).
8. The Arbitrator has discretion to request a conference with the Parties. GTA will administer the conference, The Claimant shall pay any additional costs, including GTA's costs (which may be apportioned under the award).
9. The arbitrator shall attempt to publish their award within 10 business days of the final conference or submission. The award shall be in writing and provide a brief statement of reasons. A copy of the award shall be lodged with GTA.
10. The Award is final and binding. The District Court of New South Wales has jurisdiction.

Article 18: Costs (Small Claims)

1. Each Party will bear its own legal costs if any, and legal costs will not form part of the Award in the Small Claims process.

Article 19: Fast Track Arbitration

1. Except where in conflict with this Article, all Rules contained in Section 3 apply to Fast Track Arbitration.
2. Fast Track Arbitration is compulsory for disputes with a claim value between \$15,000 and \$50,000 (exclusive of interest and costs).
3. GTA may at its sole discretion permit the Parties to proceed with Fast Track Arbitration for claims in excess of \$50,000. In these circumstances, both Parties must sign and return a GTA Contract for Fast Track Arbitration.
4. GTA may at any time and at its sole discretion direct that a Fast Track arbitration be converted to a Full Arbitration and require payment of additional fees as appropriate.

Article 20: Appointment of the Arbitrator (Fast Track)

1. GTA will appoint a sole Arbitrator and notify the parties. The Parties shall have 5 business days from the date of notification from GTA to challenge GTA's appointment on the basis of justifiable doubts as to the person's impartiality or independence for the purposes of section 12 of the Commercial Arbitration Act NSW 2010. If there is no challenge, the nominee will be deemed to have entered into the reference as the Arbitrator.

Article 21: Conduct of Proceedings (Fast Track)

1. Within 10 business days of the Arbitrator being appointed under Article 20.1, or the determination of any challenge under Article 20.1, the Claimant must submit Points of Claim to GTA.
2. Within 10 business days of receiving the Points of Claim the Respondent must submit Points of Defence to GTA.
3. Points of Claim and Points of Defence shall be no longer than 5 pages with no more than 20 pages of supporting documentation.
4. Within 5 business days of receiving the Points of Defence, the Claimant may lodge Points of Reply which shall be no longer than 2 pages with no more than 5 pages of supporting documentation (including proof of evidence).
5. Page limits will be strictly applied and the arbitrator is under no obligation to consider submissions in excess of the page limits.
6. The Arbitrator may at their discretion require further information or documentation to be produced and may forward the request to GTA. GTA will immediately inform the Parties of the request. The Parties will have 5 business days to respond to the request in writing. The Parties shall pay the additional costs (including GTA's costs) of the request.
7. GTA will use its best endeavours to publish the Award within 30 days of receipt of final submissions, or as agreed by the Parties. The Award shall include a brief statement of reasons for the Award.
8. Upon written application of a party, the Arbitrator may grant a Party an extension of time for taking a step in the proceedings under these Rules.
9. The Award is final and binding. The District Court of New South Wales has jurisdiction.

Article 22: Commencing Full Arbitration

1. To commence a Full Arbitration, Parties must notify GTA in accordance with Article 3.
2. The Respondent must lodge the Response to the Notice of Dispute (NOD) (including fees and nomination of an Arbitrator) with GTA within 10 business days of receipt of the NOD and as required by Article 3.
3. Notice of any intention to claim by the Respondent against the Claimant arising from the same facts ("Cross-Claim") must be submitted to GTA within 10 business days of receipt of the Notice of Dispute. Unless the Parties agree otherwise, the Claim and Cross-Claim shall be heard together. Cross-Claim submissions shall be submitted at the same time as the submissions in accordance with Article 26.3 unless otherwise agreed by the Parties in writing.
4. Unless Article 27 (String Arbitrations) applies, any claim against a third Party (including a claim for indemnity) arising from the same or similar facts must be commenced as a new Arbitration under Article 3. The Respondent may make an application to GTA to consolidate the Arbitrations.

Article 23: Formation of a Full Arbitration Tribunal

1. The Tribunal shall consist of three Arbitrators, two of whom shall be nominated from the GTA Approved Arbitrators List in writing as follows:
 - a. The Claimant shall nominate one Arbitrator (see Article 3.4 and 6.3);
 - b. The Respondent shall nominate one Arbitrator (see Article 21.2 and 22.3);

2. Following the above nominations, GTA shall appoint the Chair.
3. An Arbitrator shall not be interested in the transaction nor directly interested as a member or financially associated with any Party to the Arbitration. Where a nominee Arbitrator has made a disclosure or where a Party independently knows of circumstances likely to give rise to justified doubts as to his or her impartiality or independence, a Party shall be at liberty to object to his or her nomination, in which case GTA shall nominate another Arbitrator.
4. GTA will process the nominations in accordance with Article 6.4.
5. Upon confirmation of a nominee Arbitrator's availability to act, GTA shall notify the Parties of each appointed Arbitrator's name, company and role.
6. If either Party fails to nominate an Arbitrator or fails to give notice in accordance with Article 22.2, the other Party may apply to GTA for the appointment of an Arbitrator. Notice of the application shall be given to the Party that failed to appoint an Arbitrator. Upon receipt of the application GTA will appoint an Arbitrator on behalf of the Party that failed to do so and give notice to the Parties of the name of the Arbitrator appointed.

Article 24: Challenge/Revocation of Arbitrator's Appointment

1. Upon receipt of an Article 23.5 notification, each Party shall have 5 business days to notify GTA, in writing, of any challenge to the appointment on the basis of apprehended or actual bias or prejudice. If a challenge is upheld, the nominating Party shall make a new nomination and GTA shall replace the Arbitrator within 5 business days.
2. A Party must provide reasons, in writing, for the challenge to an Arbitrator's appointment. A Party may challenge the appointment of a subsequent Arbitrator in accordance with this Article.
3. If an Arbitrator withdraws or becomes unfit to act for any reason as outlined in Article 23.3 or Article 25, GTA may revoke the appointment and appoint another Arbitrator.

Article 25: Nomination and Replacement of Arbitrators

1. In the event of death, absence, resignation, refusal to act, or disqualification pursuant to Article 24 of an Arbitrator(s), GTA shall within 5 business days nominate an eligible Arbitrator who consents to serve and meets the criteria of Article 23. The Parties shall have the opportunity to challenge the nomination in accordance with Article 24. The approved replacement Arbitrator shall have the same power and duties as the Tribunal.

Article 26: Conduct of Proceedings (Full Arbitration)

1. All communications between the Tribunal and the Parties shall be made through GTA and shall be in writing (see Article 3). All communications between a Party and GTA must be copied to all other Parties. Any communications sent by GTA will be copied to all Parties and the appointed Arbitrators.
2. Unless otherwise agreed by the Parties, the Tribunal shall have the widest discretion to discharge its duties allowed under the applicable laws, and at all times the Parties shall do everything necessary for the fair, efficient and expeditious conduct of the Arbitration.
3. Unless otherwise agreed by the Parties, following notice of the constitution of the Tribunal, submissions (which shall include any supporting evidence by way of statements, affidavits or documents) will be exchanged in accordance with the following timetable and Article 26.4:
 - a. Claimant to submit Points of Claim within 15 business days of said notice;
 - b. Respondent to submit Points of Defence within 15 business days of receipt of Points of Claim;

- c. Claimant to submit any Points of Reply within 10 business days of receipt of Points of Defence;
 - d. Respondent to lodge any Points of Reply within 10 business days of receipt of the Claimant's Points of Reply.
4. GTA will distribute each submission and annexed documents within 5 business days of receipt, to each Party and the Arbitrators.
 5. No Party is obliged to lodge a Reply. If a Party decides not to lodge a Reply, it must notify GTA within the above time limit.
 6. If the Arbitrator decides that further information or documentation is required to reasonably reach a decision, the Arbitrator may request further submissions or documentation from either or both Parties, giving each Party a reasonable opportunity to respond.
 7. The Chair is authorised to issue procedural directions and deal with preliminary issues for the efficient conduct of the Arbitration.

Article 27: String Arbitrations

1. With the agreement of all Parties to any dispute involving multiple contracts in a "String Trade", a single Arbitration may be held between the first Claimant and final Respondent as though they had contracted with each other.
2. The Claimant is responsible for procuring the agreement of all the intermediate Parties in the "String".
3. If requested by a Party, Party(s) in a String must submit documents requested of them in an expeditious manner. In such circumstances, a Party may seek directions from the Tribunal to secure these documents.
4. An Award shall be binding on all Parties in the "String" and may be enforced by an intermediate Party against their immediate contracting Party as though a separate Award had been made.
5. The participating Claimant and Respondent will release the intermediate Parties from participating in the Arbitration.

Article 28: Consolidation

1. The Tribunal has the power to consolidate Arbitrations.
2. If the Tribunal consolidates the Arbitrations each Party shall pay the appropriate Administration Fee. The Process Fee shall be payable only by the ultimate Claimant and Respondent unless, for whatever reason, the intermediate Parties are actively involved in the Arbitration. If this occurs, the liability to pay the Arbitration Fee shall be at GTA's discretion.
3. GTA will provide information exchanged as part of the Arbitration (including submissions and administration) to all Parties in the consolidated Arbitration, whether they are an active Party or not.

Article 29: Lapse of Claim

1. If neither Party submits any documentary evidence or submissions or pays any fees, in accordance with a GTA request or the timetable above, then the Claimant's Request shall be deemed to have lapsed on the expiry of the said period unless fees are paid, renewed by a notice served by either Party or by the lodgement of documentary evidence.
2. Requests cannot be renewed for any more than 3 consecutive years from the date of the initial Request.

3. If the Arbitration is abandoned, suspended or concluded by agreement or otherwise, before the final Award is made, the Parties shall be jointly and severally liable to pay GTA's outstanding fees, costs and expenses as outlined in Article 4 and Article 39 and the Tribunal may, at GTA's request, issue an Award in respect of any outstanding fees, costs and expenses.

Article 30: Default/Extensions of Time

1. A Party is in default if it fails to submit its Points of Claim, Defence or Reply within the time permitted. If the Parties cannot reach agreement on an extension of time, they may apply to The Chair of the Tribunal in writing to extend the time limit upon application by the Party, where good cause is shown, for no longer than 15 business days. Any extension must be granted in writing and a copy sent to all Parties.
2. Where a Claimant is in default the Tribunal may issue an order for the termination of the Arbitration. Where the Respondent is in default the Tribunal may proceed to issue its Award.
3. If one of the Parties, duly notified under these Rules, fails to appear at an oral hearing without showing good cause for such failure, the Tribunal may proceed with the Arbitration.
4. If one of the Parties, duly invited to produce documentary evidence, fails to do so within the relevant time, without showing good cause for such failure, the Tribunal may proceed to issue its Award based on the evidence before it.

Article 31: Jurisdiction of Arbitration Tribunal

1. The jurisdiction of the Tribunal shall include the power to rule on its own jurisdiction, the validity and construction of the Arbitration Agreement, including any objection to the initial or continuing validity or effectiveness of the Arbitration Agreement, whether the Tribunal is properly constituted and what matters have been submitted to Arbitration in accordance with the Arbitration Agreement.
2. A challenge to the jurisdiction of the Tribunal shall be deemed irrevocably waived unless it is raised no later than the submission of the Points of Defence. A plea that the Tribunal is exceeding its scope of authority shall be raised promptly after the Tribunal has indicated its intention to decide on the matter alleged by any Party to be beyond the scope of authority, failing which such challenge shall also be deemed to be waived irrevocably. The Tribunal may nevertheless admit an untimely plea if it considers the delay justified in the particular circumstances.
3. On application by a Party, or if considered appropriate by the Tribunal, any dispute as to jurisdiction will be determined as a preliminary matter.
4. In the event that the Tribunal determines it has no jurisdiction, GTA will notify the Parties of the Tribunal's decision. Such a decision will be final and binding upon the Parties subject to any right of appeal to the Courts.

Article 32: Power of Arbitration Tribunal

1. Unless the Parties at any time agree otherwise in writing, the Tribunal shall have the power to do anything, on the application of any Party or of its own motion, but in either case only after giving the Parties a reasonable opportunity to state their views, including:
 - a. To allow any Party, upon such terms as it shall determine (as to costs and otherwise), to amend any claim, counter-claim, defence or reply;
 - b. To extend or abbreviate any time-limit provided by the Arbitration Agreement, these Rules or the Tribunal's own orders and whether or not any such time limit has expired;
 - c. To conduct such enquiries as may appear to the Tribunal to be necessary or expedient including identifying the issues and ascertaining relevant facts and the law(s) or rules

applicable to the Arbitration, the merits of the Parties' dispute and the Arbitration Agreement;

- d. To order a Party to provide security for costs in accordance with Article 32;
 - e. To order any Party to produce to the Tribunal, and any other Parties for inspection, and to supply copies of, any documents or classes of documents in their possession, custody or power which the Tribunal determines to be relevant;
 - f. To decide whether or not to apply strict rules of evidence as to admissibility, relevance or weight of any material tendered by a Party on any matter of fact or expert opinion; and to determine the time, manner and form in such material should be exchanged between the Parties and presented to the Tribunal;
 - g. To order the rectification of any contract between the Parties or the Arbitration Agreement, but only to the extent required to rectify any mistake which the Tribunal determines to be common to the Parties and then only if and to the extent to which the law(s) or rules of law applicable to the contract or Arbitration Agreement permit such rectification;
 - h. To allow, only upon the application of a Party, one or more third persons to be joined to the Arbitration as a Party provided any such third person and the applicant Party have consented thereto in writing and thereafter to make a single final Award, or separate Awards, in respect of all Parties so joined in the Arbitration;
 - i. To impose appropriate terms on a Party who has not complied with any interim or final Award or order;
 - j. To dismiss any Claim or Cross-Claim, on the application of a Party, if the Tribunal decides there has been inordinate or in-excusable delay by a Party;
 - k. To render an Award, on application by the Claimant, where the Respondent has failed to respond or lodge Points of Defence within the time limits, or has declined or failed to attend an oral hearing.
2. The powers of the Tribunal in Article 32.1 may be exercised by the Chair or by GTA on the Tribunal's authority or prior to the Tribunal being in session.

Article 33: Security for Costs

1. The Tribunal shall have the power, unless otherwise agreed by the Parties in writing, on the application of a Party to order any Party to provide security for the legal or other costs of any other Party by way of deposit or bank guarantee or in any other manner and upon such terms as the Tribunal considers appropriate.
2. The Tribunal may stay a Party's claims or counterclaims or dismiss them in an Award if the Party does not comply with any order to provide security.
3. The power under Article 33 shall not prejudice a Party's right to apply to any state court or other judicial authority for interim or conservatory measures.

Article 34: Oral Hearing (Full Arbitration only)

1. A hearing may only be held upon application of either Party or by joint application by the Parties, unless the Parties have agreed to Arbitration on documents alone. The request shall be made on or before the submission of the Claimants Points of Reply.
2. GTA shall administer any hearing and set the date, time and physical location of any meetings and hearings and shall give the Parties at least 15 business days' notice thereof. Neither Party shall seek to postpone the hearing longer than 10 days after the set date, unless good cause is shown to

the Tribunal. A request for postponement shall be made at least 5 business days prior of the hearing date.

3. Subject to Article 39 only the Parties and witnesses shall be permitted to attend the hearing.
4. Each Arbitrator shall be paid a sitting fee for each day or part thereof of the hearing, to be paid by the Party(s) requesting the oral hearing. The sitting fee shall be at GTA's discretion and GTA shall notify the Parties of the amount of the sitting fee in accordance with Article 34.2.
5. The Tribunal, GTA management and GTA's legal counsel, if required to attend by the Tribunal or GTA, shall receive the amount of their actual travelling, accommodation expenses and legal fees when attending meetings to consider the dispute or hearings where appropriate.
6. All meetings and hearings shall be in private unless the Parties agree otherwise in writing or the Tribunal otherwise directs.
7. The Tribunal shall have full authority to establish time limits for submissions, meetings and hearings.
8. To ensure that the hearing is conducted as efficiently as possible the Tribunal will require the following documentation be prepared by the parties:
 - a. Agreed chronology
 - b. Agreed statement of facts
 - c. Agreed expert evidence
 - d. Agreed tender bundle in paginated form
9. Directions will be given regarding the numbers of copies and the date the documents are required.
10. GTA will circulate a draft hearing timetable and the parties will be asked to complete the timetable identifying the time required for opening & closing submissions as well as the names of any witnesses & expert witnesses.
11. Oral submissions shall be confined to facts and evidence previously submitted by each Party.
12. The requesting Party/s shall pay the amount necessary to cover the additional expenses of GTA and the Tribunal for the hearing. GTA shall estimate the expenses and notify the requesting Party within 5 business days of the request for hearing. If both Parties request a hearing, the additional costs shall be borne equally by the Parties. The estimated amount of hearing expenses shall be paid to GTA no later than 30 days before the hearing. Failure to pay the expenses may be grounds for denying the request for hearing or rendering the non-complying Party in default. Following the hearing, GTA shall determine the actual hearing expenses and shall invoice or rebate the difference as it considers appropriate.
13. GTA shall arrange for a transcript recording to be made of the hearing. The Party/s requesting the hearing shall bear the cost of the transcript.

Article 35: Witnesses

1. Before any hearing, the Tribunal may require any Party to give notice of the identity of each witness that Party intends to call as well as the subject matter of that witness's testimony, its content and its relevance to the issues in Arbitration.
2. The Tribunal may also determine the time manner and form in which such materials should be exchanged between the Parties and presented to the Tribunal. The Tribunal has a discretion to allow, refuse or limit the appearance of witnesses (whether a witness of fact or expert witness).

3. Subject to any order otherwise by the Tribunal, the testimony of a witness may be presented by a Party in written form, either as a signed statement or sworn affidavit.
4. Subject to the above, any Party may request that a witness, on whose testimony a Party seeks to rely, should attend for oral questioning at a hearing before the Tribunal. If the Tribunal orders that other Party to produce the witness and the witness fails to attend the oral hearing without good cause, the Tribunal may place such weight on the written testimony (or exclude the same altogether) as it considers appropriate in the circumstances.
5. Any witness who attends and presents evidence at an oral hearing shall be available for cross-examination by the other Parties to the Arbitration.
6. The Tribunal may question an expert or witness during the Arbitration.

Article 36: Experts

1. Upon application by the Parties the Tribunal has the power to permit the Parties to rely on expert evidence. The Tribunal shall determine the number of experts permitted to be used by the Parties and the reports shall be exchanged prior to the oral hearing or submission of the Points of Reply.
2. The Tribunal may order that a “without prejudice” meeting of the experts take place for the purpose of identifying the parts of the evidence which are in issue.
3. Unless otherwise agreed by the Parties in writing, the Tribunal:
 - a. May appoint one or more experts (who shall remain impartial and independent of the Parties throughout the Arbitration proceedings) to advise the Tribunal on specific issues (including legal issues), which are outside the scope of its own expertise, the fees of which shall be borne by the Parties;
 - b. May require a Party to give the expert any relevant information or to provide access to any relevant documents, goods, samples, property or site for inspection by the expert.
4. Any expert appointed pursuant to Article 36 shall be made available for questioning at an oral hearing, if an oral hearing is requested by the Parties.
5. Each appointed expert has an obligation to the Tribunal contained in the Expert Witness Code of Conduct annexed at Schedule 2. Each appointed expert shall be provided with a copy of the Expert’s Code of Conduct.

Article 37: The Award

1. The Award, where possible, shall be issued by the Tribunal within 60 days of receipt of the final submissions or within 60 days of the final hearing. The Award shall be lodged with GTA for distribution to each Party within 5 business days of its receipt.
2. The decision of the Tribunal may be by majority vote.
3. The Award shall be in writing and be signed by all Arbitrators and may be signed in counterparts.
4. If any Arbitrator refuses or fails to sign the Award, the signatures of the majority or the Chair shall be sufficient, provided the reason for the omitted signature is stated in the Award by the majority or the Chair.
5. The Award shall be signed and dated. The date of the Award is the date the Chair signs the Award, that being the final signature.
6. The Award shall state the reasons upon which it is based and include a concise statement as to the facts, issues and submissions of the Parties and the conclusions of the Tribunal.

7. The Tribunal shall have the power to assess and award the costs of and connected with the reference, including the fees and/or expenses of GTA and also the fees and/or expenses of the Tribunal including legal advice. The Tribunal may assess and award costs at the conclusion of the Arbitration regardless of whether either party has claimed costs in any submission.
8. Parties must comply with the terms of the Award within 10 business days of its receipt.
9. GTA may withhold the distribution of an Award until all outstanding fees are paid.
10. The Award shall be final and binding.
11. Upon the request of the Parties, the Tribunal may issue a consent Award recording the agreement of the Parties. A consent Award need not contain reasons.

Article 38: Corrections and Additional Awards

1. Within 10 days of receipt of any Award a Party may, by written notice to GTA, request the Tribunal to correct any errors in computation, clerical or typographical errors or any errors of a similar nature. If the Tribunal considers the request justified, it shall make the corrections within 10 days of receipt of the request by issuing a memorandum dated and signed by the Tribunal and the memorandum shall form part of the Award.
2. The Tribunal may correct any error of the nature described above on its own initiative within 10 days of the date of the Award.
3. Within 10 days of receipt of the final Award, a Party may by written notice to GTA, request the Tribunal to make an additional Award as to claims or counter-claims presented in the Arbitration not determined in any Award. If the Tribunal considers the request justified, it shall make an additional Award within 60 days of receipt of the request. Article 36 shall apply to any additional Award.

Article 39: Legal Representation and Costs

1. Any Party may be represented by a legal practitioner or any other representative. At a hearing, the Parties may only be legally represented with the consent of the Parties and the Tribunal.
2. The Tribunal shall specify in the Award the total amount of costs of the Arbitration, the proportion to be paid by each Party; and state the right to recover costs from another Party. The Tribunal shall have the power to order in the Award the payment of legal costs incurred by a Party to be paid by another Party, unless the Parties agree otherwise in writing.
3. If the Parties cannot otherwise agree as to costs, the Tribunal will assess and Award costs.
4. If the Arbitration is abandoned, suspended or concluded by agreement or otherwise, before an Award is made, the Parties shall remain jointly and severally liable to pay GTA the costs of the Arbitration as determined by GTA. If a Dispute is settled prior to the request for the Claimant to lodge its Points of Reply, the Parties may receive a rebate of up to 50% of the submitted process fees as determined by GTA. If a Dispute is settled after the submission of the Claimant's Points of Reply, the fees are non-refundable.

Article 40: Publication

1. A bulletin shall be published as frequently as necessary to provide details of cases arbitrated, Awards made, the scope of the Award and any other information that may be deemed of interest to GTA Members and the industry at large.
2. Copies of the bulletin shall be lodged on the GTA website and members notified.
3. The bulletin shall contain the Award of any Arbitration, the nature of the case, the decision and the scope of the Award. The bulletin shall not include the names of the Parties

4. The bulletin may also include records of the following instances:
 - a. Notice of refusals to arbitrate and reasons for said refusal;
 - b. Notice of failure to answer correspondence relative to the Arbitration;
 - c. Failure to pay the costs, fees or expenses of the Arbitration or appeal when called upon to do so by GTA;
 - d. Any notice of failure to comply with the terms of an Award.

Section 3A: Port Access Arbitration (Proposed)

Article 40A: Commencing Port Access Arbitration

1. To commence a Port Access Arbitration, Parties must notify GTA in accordance with Article 3.
2. The Respondent must lodge the Response to the Notice of Dispute (NOD) (including fees and nomination of an Arbitrator) with GTA within 10 business days of receipt of the NOD and as required by Article 3.
3. Notice of any intention to claim by the Respondent against the Claimant arising from the same facts ("Cross-Claim") must be submitted to GTA within 10 business days of receipt of the Notice of Dispute. Unless the Parties agree otherwise, the Claim and Cross-Claim shall be heard together. Cross-Claim submissions shall be submitted at the same time as the submissions in accordance with Article 26.3 unless otherwise agreed by the Parties in writing.
4. Any claim against a third Party (including a claim for indemnity) arising from the same or similar facts must be commenced as a new Arbitration. The Respondent may make an application to GTA to consolidate the Arbitrations.

Article 40B: Formation of a Full Arbitration Tribunal

1. The Tribunal shall consist of three Arbitrators, two of whom shall be nominated from the GTA Approved Arbitrators (Port Access) List in writing as follows:
 - a. The Claimant shall nominate one Arbitrator (see Article 3.4 and 6.3);
 - b. The Respondent shall nominate one Arbitrator (see Article 40B.2);
2. Following the above nominations, GTA shall appoint the Chair.
3. An Arbitrator shall not be interested in the transaction nor directly interested as a member or financially associated with any Party to the Arbitration. Where a nominee Arbitrator has made a disclosure or where a Party independently knows of circumstances likely to give rise to justified doubts as to his or her impartiality or independence, a Party shall be at liberty to object to his or her nomination, in which case GTA shall nominate another Arbitrator.
4. GTA will process the nominations in accordance with Article 6.4.
5. Upon confirmation of a nominee Arbitrator's availability to act, GTA shall notify the Parties of each appointed Arbitrator's name, company and role.
6. If either Party fails to nominate an Arbitrator or fails to give notice in accordance with Article 40A.2, the other Party may apply to GTA for the appointment of an Arbitrator. Notice of the application shall be given to the Party that failed to appoint an Arbitrator. Upon receipt of the application GTA will appoint an Arbitrator on behalf of the Party that failed to do so and give notice to the Parties of the name of the Arbitrator appointed.

Article 40C: Challenge/Revocation of Arbitrator's Appointment

1. Upon receipt of an Article 40B.5 notification, each Party shall have 5 business days to notify GTA, in writing, of any challenge to the appointment on the basis of apprehended or actual bias or prejudice. If a challenge is upheld, the nominating Party shall make a new nomination and GTA shall replace the Arbitrator within 5 business days.
2. A Party must provide reasons, in writing, for the challenge to an Arbitrator's appointment. A Party may challenge the appointment of a subsequent Arbitrator in accordance with this Article.
3. If an Arbitrator withdraws or becomes unfit to act for any reason as outlined in Article 40B.3 or Article 40D, GTA may revoke the appointment and appoint another Arbitrator.

Article 40D: Nomination and Replacement of Arbitrators

1. In the event of death, absence, resignation, refusal to act, or disqualification pursuant to Article 40C of an Arbitrator(s), GTA shall within 5 business days nominate an eligible Arbitrator who consents to serve and meets the criteria of Article 40B. The Parties shall have the opportunity to challenge the nomination in accordance with Article 40C. The approved replacement Arbitrator shall have the same power and duties as the Tribunal.

Article 40E: Conduct of Proceedings (Port Access Dispute Resolution)

1. All communications between the Tribunal and the Parties shall be made through GTA and shall be in writing (see Article 3). All communications between a Party and GTA must be copied to all other Parties. Any communications sent by GTA will be copied to all Parties and the appointed Arbitrators.
2. Unless otherwise agreed by the Parties, the Tribunal shall have the widest discretion to discharge its duties allowed under the applicable laws, and at all times the Parties shall do everything necessary for the fair, efficient and expeditious conduct of the Arbitration.
3. Unless otherwise agreed by the Parties, following notice of the constitution of the Tribunal, submissions (which shall include any supporting evidence by way of statements, affidavits or documents) will be exchanged in accordance with the following timetable and Article 40E.4:
 - a. Claimant to submit Points of Claim within 15 business days of said notice;
 - b. Respondent to submit Points of Defence within 15 business days of receipt of Points of Claim;
 - c. Claimant to submit any Points of Reply within 10 business days of receipt of Points of Defence;
 - d. Respondent to lodge any Points of Reply within 10 business days of receipt of the Claimant's Points of Reply.
4. GTA will distribute each submission and annexed documents within 5 business days of receipt, to each Party and the Arbitrators.
5. No Party is obliged to lodge a Reply. If a Party decides not to lodge a Reply, it must notify GTA within the above time limit.
6. If the Arbitrator decides that further information or documentation is required to reasonably reach a decision, the Arbitrator may request further submissions or documentation from either or both Parties, giving each Party a reasonable opportunity to respond.
7. The Chair is authorised to issue procedural directions and deal with preliminary issues for the efficient conduct of the Arbitration.

Article 40F: Consolidation

1. The Tribunal has the power to consolidate Arbitrations.
2. If the Tribunal consolidates the Arbitrations each Party shall pay the appropriate Administration Fee. The Process Fee shall be payable only by the ultimate Claimant and Respondent unless, for whatever reason, the intermediate Parties are actively involved in the Arbitration. If this occurs, the liability to pay the Arbitration Fee shall be at GTA's discretion.
3. GTA will provide information exchanged as part of the Arbitration (including submissions and administration) to all Parties in the consolidated Arbitration, whether they are an active Party or not.

Article 40G: Lapse of Claim

1. If neither Party submits any documentary evidence or submissions or pays any fees, in accordance with a GTA request or the timetable above, then the Claimant's Request shall be deemed to have lapsed on the expiry of the said period unless fees are paid, renewed by a notice served by either Party or by the lodgement of documentary evidence.
2. Requests cannot be renewed for any more than 3 consecutive years from the date of the initial Request.
3. If the Arbitration is abandoned, suspended or concluded by agreement or otherwise, before the final Award is made, the Parties shall be jointly and severally liable to pay GTA's outstanding fees, costs and expenses as outlined in Article 4 and Article 39 and the Tribunal may, at GTA's request, issue an Award in respect of any outstanding fees, costs and expenses.

Article 40H: Default/Extensions of Time

1. A Party is in default if it fails to submit its Points of Claim, Defence or Reply within the time permitted. If the Parties cannot reach agreement on an extension of time, they may apply to the Chair of the Tribunal in writing to extend the time limit upon application by the Party, where good cause is shown, for no longer than 15 business days. Any extension must be granted in writing and a copy sent to all Parties.
2. Where a Claimant is in default the Tribunal may issue an order for the termination of the Arbitration. Where the Respondent is in default the Tribunal may proceed to issue its Award.
3. If one of the Parties, duly notified under these Rules, fails to appear at an oral hearing without showing good cause for such failure, the Tribunal may proceed with the Arbitration.
4. If one of the Parties, duly invited to produce documentary evidence, fails to do so within the relevant time, without showing good cause for such failure, the Tribunal may proceed to issue its Award based on the evidence before it.

Article 40I: Jurisdiction of Arbitration Tribunal

1. The jurisdiction of the Tribunal shall include the power to rule on its own jurisdiction, the validity and construction of the Arbitration Agreement, including any objection to the initial or continuing validity or effectiveness of the Arbitration Agreement, whether the Tribunal is properly constituted and what matters have been submitted to Arbitration in accordance with the Arbitration Agreement.
2. A challenge to the jurisdiction of the Tribunal shall be deemed irrevocably waived unless it is raised no later than the submission of the Points of Defence. A plea that the Tribunal is exceeding its scope of authority shall be raised promptly after the Tribunal has indicated its intention to decide on the matter alleged by any Party to be beyond the scope of authority, failing which such

challenge shall also be deemed to be waived irrevocably. The Tribunal may nevertheless admit an untimely plea if it considers the delay justified in the particular circumstances.

3. On application by a Party, or if considered appropriate by the Tribunal, any dispute as to jurisdiction will be determined as a preliminary matter.
4. In the event that the Tribunal determines it has no jurisdiction, GTA will notify the Parties of the Tribunal's decision. Such a decision will be final and binding upon the Parties subject to any right of appeal to the Courts.

Article 40J: Power of Arbitration Tribunal

1. Unless the Parties at any time agree otherwise in writing, the Tribunal shall have the power to do anything, on the application of any Party or of its own motion, but in either case only after giving the Parties a reasonable opportunity to state their views, including:
 - a. To allow any Party, upon such terms as it shall determine (as to costs and otherwise), to amend any claim, counter-claim, defence or reply;
 - b. To extend or abbreviate any time-limit provided by the Arbitration Agreement, these Rules or the Tribunal's own orders and whether or not any such time limit has expired;
 - c. To conduct such enquiries as may appear to the Tribunal to be necessary or expedient including identifying the issues and ascertaining relevant facts and the law(s) or rules applicable to the Arbitration, the merits of the Parties' dispute and the Arbitration Agreement;
 - d. To order a Party to provide security for costs in accordance with Article 40K;
 - e. To order any Party to produce to the Tribunal, and any other Parties for inspection, and to supply copies of, any documents or classes of documents in their possession, custody or power which the Tribunal determines to be relevant;
 - f. To decide whether or not to apply strict rules of evidence as to admissibility, relevance or weight of any material tendered by a Party on any matter of fact or expert opinion; and to determine the time, manner and form in such material should be exchanged between the Parties and presented to the Tribunal;
 - g. To order the rectification of any contract between the Parties or the Arbitration Agreement, but only to the extent required to rectify any mistake which the Tribunal determines to be common to the Parties and then only if and to the extent to which the law(s) or rules of law applicable to the contract or Arbitration Agreement permit such rectification;
 - h. To allow, only upon the application of a Party, one or more third persons to be joined to the Arbitration as a Party provided any such third person and the applicant Party have consented thereto in writing and thereafter to make a single final Award, or separate Awards, in respect of all Parties so joined in the Arbitration;
 - i. To impose appropriate terms on a Party who has not complied with any interim or final Award or order;
 - j. To dismiss any Claim or Cross-Claim, on the application of a Party, if the Tribunal decides there has been inordinate or in-excusable delay by a Party;
 - k. To render an Award, on application by the Claimant, where the Respondent has failed to respond or lodge Points of Defence within the time limits, or has declined or failed to attend an oral hearing.

2. The powers of the Tribunal in Article 40J.1 may be exercised by the Chair or by GTA on the Tribunal's authority or prior to the Tribunal being in session.

Article 40K: Security for Costs

1. The Tribunal shall have the power, unless otherwise agreed by the Parties in writing, on the application of a Party to order any Party to provide security for the legal or other costs of any other Party by way of deposit or bank guarantee or in any other manner and upon such terms as the Tribunal considers appropriate.
2. The Tribunal may stay a Party's claims or counterclaims or dismiss them in an Award if the Party does not comply with any order to provide security.
3. The power under Article 40K shall not prejudice a Party's right to apply to any state court or other judicial authority for interim or conservatory measures.

Article 40L: Oral Hearing (Port Access Dispute Resolution only)

1. A hearing may only be held upon application of either Party or by joint application by the Parties, unless the Parties have agreed to Arbitration on documents alone. The request shall be made on or before the submission of the Claimants Points of Reply.
2. GTA shall administer any hearing and set the date, time and physical location of any meetings and hearings and shall give the Parties at least 15 business days' notice thereof. Neither Party shall seek to postpone the hearing longer than 10 days after the set date, unless good cause is shown to the Tribunal. A request for postponement shall be made at least 5 business days prior of the hearing date.
3. Subject to Article 40Q only the Parties and witnesses shall be permitted to attend the hearing.
4. Each Arbitrator shall be paid a sitting fee for each day or part thereof of the hearing, to be paid by the Party(s) requesting the oral hearing. The sitting fee shall be at GTA's discretion and GTA shall notify the Parties of the amount of the sitting fee in accordance with Article 40L.2.
5. The Tribunal, GTA management and GTA's legal counsel, if required to attend by the Tribunal or GTA, shall receive the amount of their actual travelling, accommodation expenses and legal fees when attending meetings to consider the dispute or hearings where appropriate.
6. All meetings and hearings shall be in private unless the Parties agree otherwise in writing or the Tribunal otherwise directs.
7. The Tribunal shall have full authority to establish time limits for submissions, meetings and hearings.
8. To ensure that the hearing is conducted as efficiently as possible the Tribunal will require the following documentation be prepared by the parties:
 - a. Agreed chronology
 - b. Agreed statement of facts
 - c. Agreed expert evidence
 - d. Agreed tender bundle in paginated form
9. Directions will be given regarding the numbers of copies and the date the documents are required.
10. GTA will circulate a draft hearing timetable and the parties will be asked to complete the timetable identifying the time required for opening & closing submissions as well as the names of any witnesses & expert witnesses.

11. Oral submissions shall be confined to facts and evidence previously submitted by each Party.
12. The requesting Party/s shall pay the amount necessary to cover the additional expenses of GTA and the Tribunal for the hearing. GTA shall estimate the expenses and notify the requesting Party within 5 business days of the request for hearing. If both Parties request a hearing, the additional costs shall be borne equally by the Parties. The estimated amount of hearing expenses shall be paid to GTA no later than 30 days before the hearing. Failure to pay the expenses may be grounds for denying the request for hearing or rendering the non-complying Party in default. Following the hearing, GTA shall determine the actual hearing expenses and shall invoice or rebate the difference as it considers appropriate.
13. GTA shall arrange for a transcript recording to be made of the hearing. The Party/s requesting the hearing shall bear the cost of the transcript.

Article 40M: Witnesses

1. Before any hearing, the Tribunal may require any Party to give notice of the identity of each witness that Party intends to call as well as the subject matter of that witness's testimony, its content and its relevance to the issues in Arbitration.
2. The Tribunal may also determine the time manner and form in which such materials should be exchanged between the Parties and presented to the Tribunal. The Tribunal has a discretion to allow, refuse or limit the appearance of witnesses (whether a witness of fact or expert witness).
3. Subject to any order otherwise by the Tribunal, the testimony of a witness may be presented by a Party in written form, either as a signed statement or sworn affidavit.
4. Subject to the above, any Party may request that a witness, on whose testimony a Party seeks to rely, should attend for oral questioning at a hearing before the Tribunal. If the Tribunal orders that other Party to produce the witness and the witness fails to attend the oral hearing without good cause, the Tribunal may place such weight on the written testimony (or exclude the same altogether) as it considers appropriate in the circumstances.
5. Any witness who attends and presents evidence at an oral hearing shall be available for cross-examination by the other Parties to the Arbitration.
6. The Tribunal may question an expert or witness during the Arbitration.

Article 40N: Experts

1. Upon application by the Parties the Tribunal has the power to permit the Parties to rely on expert evidence. The Tribunal shall determine the number of experts permitted to be used by the Parties and the reports shall be exchanged prior to the oral hearing or submission of the Points of Reply.
2. The Tribunal may order that a "without prejudice" meeting of the experts take place for the purpose of identifying the parts of the evidence which are in issue.
3. Unless otherwise agreed by the Parties in writing, the Tribunal:
 - a. May appoint one or more experts (who shall remain impartial and independent of the Parties throughout the Arbitration proceedings) to advise the Tribunal on specific issues (including legal issues), which are outside the scope of its own expertise, the fees of which shall be borne by the Parties;
 - b. May require a Party to give the expert any relevant information or to provide access to any relevant documents, goods, samples, property or site for inspection by the expert.
4. Any expert appointed pursuant to Article 40N shall be made available for questioning at an oral hearing, if an oral hearing is requested by the Parties.

5. Each appointed expert has an obligation to the Tribunal contained in the Expert Witness Code of Conduct annexed at Schedule 2. Each appointed expert shall be provided with a copy of the Expert's Code of Conduct.

Article 40O: The Award

1. The Award, where possible, shall be issued by the Tribunal within 60 days of receipt of the final submissions or within 60 days of the final hearing. The Award shall be lodged with GTA for distribution to each Party within 5 business days of its receipt.
2. The decision of the Tribunal may be by majority vote.
3. The Award shall be in writing and be signed by all Arbitrators and may be signed in counterparts.
4. If any Arbitrator refuses or fails to sign the Award, the signatures of the majority or the Chair shall be sufficient, provided the reason for the omitted signature is stated in the Award by the majority or the Chair.
5. The Award shall be signed and dated. The date of the Award is the date the Chair signs the Award, that being the final signature.
6. The Award shall state the reasons upon which it is based and include a concise statement as to the facts, issues and submissions of the Parties and the conclusions of the Tribunal.
7. The Tribunal shall have the power to assess and award the costs of and connected with the reference, including the fees and/or expenses of GTA and also the fees and/or expenses of the Tribunal including legal advice. The Tribunal may assess and award costs at the conclusion of the Arbitration regardless of whether either party has claimed costs in any submission.
8. Parties must comply with the terms of the Award within 10 business days of its receipt.
9. GTA may withhold the distribution of an Award until all outstanding fees are paid.
10. The Award shall be final and binding.
11. Upon the request of the Parties, the Tribunal may issue a consent Award recording the agreement of the Parties. A consent Award need not contain reasons.

Article 40P: Corrections and Additional Awards

1. Within 10 days of receipt of any Award a Party may, by written notice to GTA, request the Tribunal to correct any errors in computation, clerical or typographical errors or any errors of a similar nature. If the Tribunal considers the request justified, it shall make the corrections within 10 days of receipt of the request by issuing a memorandum dated and signed by the Tribunal and the memorandum shall form part of the Award.
2. The Tribunal may correct any error of the nature described above on its own initiative within 10 days of the date of the Award.
3. Within 10 days of receipt of the final Award, a Party may by written notice to GTA, request the Tribunal to make an additional Award as to claims or counter-claims presented in the Arbitration not determined in any Award. If the Tribunal considers the request justified, it shall make an additional Award within 60 days of receipt of the request. Article 36 shall apply to any additional Award.

Article 40Q: Legal Representation and Costs

1. Any Party may be represented by a legal practitioner or any other representative. At a hearing, the Parties may only be legally represented with the consent of the Parties or the Tribunal.

2. The Tribunal shall specify in the Award the total amount of costs of the Arbitration, the proportion to be paid by each Party; and state the right to recover costs from another Party. The Tribunal shall have the power to order in the Award the payment of legal costs incurred by a Party to be paid by another Party, unless the Parties agree otherwise in writing.
3. If the Parties cannot otherwise agree as to costs, the Tribunal will assess and Award costs.
4. If the Arbitration is abandoned, suspended or concluded by agreement or otherwise, before an Award is made, the Parties shall remain jointly and severally liable to pay GTA the costs of the Arbitration as determined by GTA. If a Dispute is settled prior to the request for the Claimant to lodge its Points of Reply, the Parties may receive a rebate of up to 50% of the submitted process fees as determined by GTA. If a Dispute is settled after the submission of the Claimant's Points of Reply, the fees are non-refundable.

Article 40R: Publication

1. A bulletin shall be published as frequently as necessary to provide details of cases arbitrated, Awards made, the scope of the Award and any other information that may be deemed of interest to GTA Members and the industry at large.
2. Copies of the bulletin shall be lodged on the GTA website and members notified.
3. The bulletin shall contain the Award of any Arbitration, the nature of the case, the decision and the scope of the Award. The bulletin shall not include the names of the Parties
4. The bulletin may also include records of the following instances:
 - a. Notice of refusals to arbitrate and reasons for said refusal;
 - b. Notice of failure to answer correspondence relative to the Arbitration;
 - c. Failure to pay the costs, fees or expenses of the Arbitration or appeal when called upon to do so by GTA;
 - d. Any notice of failure to comply with the terms of an Award.

Section 4: Administration

Article 41: Notices

1. Any notice, consent or other communication required to be given by these Rules shall be in writing, signed and shall be delivered to the addressee by hand, mail, e-mail or any other form of communication. A record of transmission must be produced if requested by GTA.
2. A Party's last known residence or place of business during the Arbitration shall be a valid address for the purpose of any notice or other such communication in the absence of any notification of a change of address by that Party to the other Parties and to GTA.
3. Any notice or documents lodged pursuant to these Rules shall be legible and in English, signed by the Party giving it or its authorised officer.
4. Any notice or document required to be lodged or lodged in submission that is not in English must be accompanied by a translation and a certification of the translation.
5. Unless otherwise agreed by the Parties, notices to and from GTA can be sent by email.

Article 42: Time

1. To calculate time: A period of 5 business days or less includes calendar days. A period longer than 5 business days includes business days and weekends. Public holidays shall not be included when calculating time.
2. If the first or last day of a period falls on a Saturday, Sunday or a national legal holiday, then the next business day shall be considered the first or last day.
3. Unless otherwise agreed by the Parties, any notices pursuant to Article 41, received after 1700 hours Sydney NSW time on a business day shall be deemed to have been received on the following business day.
4. The time of filing or receipt means the time at which the document:
 - a. By hand, was left at the address of the addressee;
 - b. By mail, three working days after it is posted;
 - c. By express mail, the date on which the document was sent;
 - d. By electronic mail, the date on which it is received;
5. All time limits placed on GTA shall begin on the date GTA receives the documents or request.
6. If any time limit imposed by these Rules is not complied with, that Party shall be deemed in default except when the Tribunal or GTA may, for good cause shown, extend the time limit specified as appropriate. Any extension must be in writing and a copy sent to both Parties.

Article 43: Documents to be lodged with GTA

1. When documents or pleadings are to be lodged with GTA, unless stated otherwise by these Rules, the Party shall electronically lodge with GTA via email.

Article 44: Interpretation

1. The following definitions apply in these Rules:

- a. “Arbitration” is defined as set out in the Commercial Arbitration Act 2010 (NSW) or the International Arbitration Act 1974 (Commonwealth) as appropriate.
- b. “Arbitration Agreement” means the agreement between the Parties to resolve any disputes by Arbitration.
- c. “Arbitrator” means an independent person acting as Arbitrator pursuant to the Commercial Arbitration Act 2010 (NSW) or the International Arbitration Act 1974 (Commonwealth) and these Dispute Resolution.
- d. “Business Days” means any day, 0800 hours until 1700 hours Sydney NSW time, Monday through Friday, except Public Holidays within NSW.
- e. “Cross-Claim” means a claim against the Claimant, or any other Party to the Arbitration. It excludes a third Party that is not a Party to the Dispute Resolution Agreement.
- f. “Days” means business days, Public Holidays and weekends.
- g. “Dispute” means the original Request as lodged by the Claimant and also any Cross-Complaint, counter-claim, or offset as set forth by the Respondent, but in no instance shall the matters submitted by the Respondent be any other than those directly related to the transaction on which the original Request is made.
- h. “GTA Port Access Dispute Resolution Rules” means Section 3A of the GTA Dispute Resolution Rules
- i. “Member(s)” as used in these Rules means a member of GTA in any category of Member as defined in the GTA Constitution.
- j. “GTA” means Grain Trade Australia Ltd, its Directors and Officers, its CEO and/or its agent.
- k. “GTA List” means the list of Arbitrators maintained by GTA under Article 6.1;
- l. “Non-Member(s)” means any individual or firm that is not a Member in any category as defined in the GTA Constitution.
- m. “Notice of Dispute”, or “NOD” means the information sent by GTA to the Parties following receipt of the Request and that the Process has commenced. The Notice may include a list of experts or Arbitrators and may include a copy of the Request.
- n. “Party” means a party to the relevant Process established pursuant to these Rules.
- o. “Points of Claim” means the statement of argument lodged by the Claimant in the Process.
- p. “Points of Defence” means the statement of argument lodged by the Respondent in the Process
- q. “Request” means the first notification to GTA by a Party wishing to initiate a GTA Dispute Resolution Process.
- r. “Rules” means these Dispute Resolution Rules.
- s. The ‘Rule of Evidence’ is a rule of law whereby any alleged matter of fact that is submitted for investigation at a judicial trial is established or disproved
- t. “String Trade” means a sequence of contracts in which the same parcel of goods, or part thereof, is bought and sold.
- u. “Tribunal” means the panel of Arbitrators established to determine Arbitration.

2. A reference to the singular includes the plural; to a gender includes all genders and companies, corporations and other legal persons; a document includes all amended, supplemented or replaced versions of a document.

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