



# NON-PRICE DISPUTE RESOLUTION

# 1 Non-Price Dispute Resolution Process

1.1 MIRRAT must comply with the Non-Price Dispute Resolution Process at Schedule 7 to determine disputes by any person (including an Applicant, Licensee or any other person) in relation to the granting, refusal to grant, conditions or administration of an Access License Agreement, other than in relation to the amount of any Reference Tariff.

1.2 For the avoidance of doubt, MIRRAT must permit any Terminal User (or proposed Terminal User) to raise a dispute under the Non-Price Dispute Resolution Process in relation to MIRRAT's compliance with:

- a) Clause 5 - Open access conditions affecting the Terminal User;
- b) Clause 6 - Berthing allocation, including any allocation decision by MIRRAT, affecting the Terminal User or any change by MIRRAT to the Berthing Allocation **Rules**; or
- c) Clause 7 - Access to and use of that Terminal User's ring-fenced Confidential Information.

1.3 MIRRAT may from time to time amend the Non-Price Dispute Resolution Process, including to the extent necessary to comply with a written direction from the Port Manager, provided that MIRRAT has obtained the prior written consent of the ACCC.

1.4 For the avoidance of doubt, a Terminal User may raise a complaint regarding MIRRAT's compliance with this Undertaking directly with the ACCC at any time.

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## 2 Ad hoc independent audit

2.1 In addition to a Terminal User's rights under the Non-Price Dispute Resolution Process, a Terminal User who has a complaint about MIRRAT's compliance with this Undertaking may at any time, by providing notice in writing to MIRRAT and the ACCC, request the Approved Independent Auditor to undertake a compliance audit in accordance with clause 9 in relation to that specific complaint and prepare an Audit Report in relation to that specific complaint (Ad Hoc Audit Notice).

2.2 To be valid, an Ad Hoc Audit Notice must contain:

- a) a description of the complaint and reasons why the Terminal User suspects that MIRRAT may have breached its obligations under this Undertaking; and
- b) an unconditional undertaking by the Terminal User to pay the costs of the Approved Independent Auditor in connection with the audit requested in the Ad Hoc Audit Notice, within 14 days of:
  - (i) withdrawal of an Ad Hoc Audit Notice by the Terminal User; or
  - (ii) completion of the audit, if the Approved Independent Auditor does not find or report that MIRRAT has breached its obligations under this Undertaking in relation to the matters set out in the Ad Hoc Audit Notice giving rise to the audit.

2.3 A Terminal User may at any time withdraw an Ad Hoc Audit Notice by notifying MIRRAT and the ACCC in writing, in which case the requirement for the Approved Independent Auditor to prepare an Audit Report under clauses 9.15 and 9.16 ceases.