



AUSTRALIAN COMPETITION  
& CONSUMER COMMISSION

# Proposed Class Exemption for Ocean Liner Shipping

Discussion Paper

3 December 2019

## Introduction

Ocean carriers providing international liner cargo shipping services to and from Australia (**Liners**) currently have access to a wide suite of exemptions from Australia's competition law. These exemptions are set out in Part X of the *Competition and Consumer Act 2010 (Cth)* (**the CCA**).

Australia's Part X regime is among the most permissive employed by a developed country. The exemptions pre date the *Trade Practices Act 1974 (Cth)* and were initially regarded as necessary to lower the operating and capital costs required to provide frequent, reliable and efficient services to Australian cargo owners.

Over time, as the ships utilised by Liners have become larger and the industry has consolidated, the justification and cost for maintaining such broad exemptions has been re-examined in many key jurisdictions around the world.

Most recently in Australia, the 2015 Competition Policy Review (**the Harper Review**) noted that the protections enjoyed by Liners under Part X are unique, and no other industry enjoys legislative exemption from Australia's competition laws. The Harper Review recommended that:

- Part X of the CCA be repealed,
- A block (class) exemption granted by the ACCC should be available for liner shipping agreements that meet a minimum standard of pro-competitive features. The minimum standard of pro-competitive features to qualify for the class exemption should be determined by the ACCC in consultation with cargo owners (the representative, owner or exporter of the goods being shipped, also referred to as 'shippers'), their representative bodies and the liner shipping industry.

The ACCC's power to make class exemptions commenced in November 2017, and it is now considering making the kind of class exemption for liner shipping agreements contemplated by the Harper Review.

The purpose of this paper is to seek information from relevant stakeholders that would inform the ACCC's consideration, including:

- which aspects of Part X are in the public interest and could be included in a class exemption and why; and
- which aspects of Part X are detrimental to competition and should not be included in a class exemption and why.

This paper outlines the role of liner shipping and Part X in Australia, global reforms to competition law applied to Liners and provides some initial views on features that could be incorporated in a possible 'class exemption' in Australia.

## Australian shipping

In 2015-16, 1,597 million tonnes of cargo moved across Australian wharves. International exports accounted for 87.3 per cent of this cargo at a value of \$218.9 billion while imports accounted for 98.9 million tonnes at a value of \$201.8 billion.<sup>1</sup> The combined value of Australia's seagoing international imports and exports was equal to 25 per cent of Australia's gross domestic product.<sup>2</sup>

While the value of Australia's overall trade is significant, its liner trades have previously been characterised as having relatively low volumes of cargo and long distances travelled between origin and destination. Trades with such characteristics have higher operating costs and are less attractive to Liners.

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<sup>1</sup> Bureau of Infrastructure, Transport and Regional Economics (BITRE) 2018, Australian sea freight 2015–16, pp v, vi.

<sup>2</sup> Bureau of Infrastructure, Transport and Regional Economics (BITRE) 2018, Inquiry into National Freight and Supply Chain Priorities- Supporting Paper No. 2, March 2018, p 2.

A diagram illustrating Australia's major trading partners and the value of International sea freight is provided at Appendix A.

## 'Liner' vs 'charter' services and trade routes

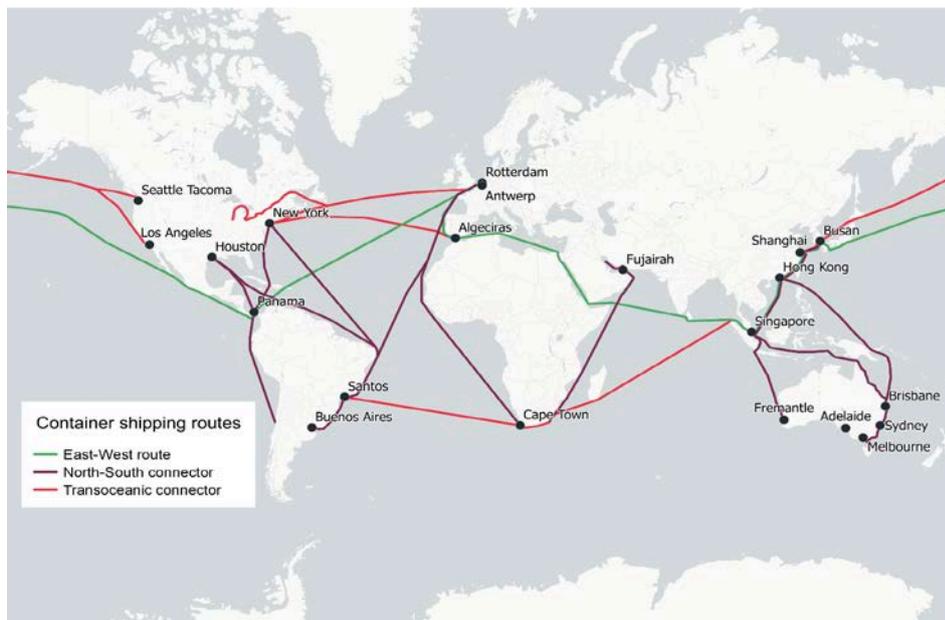
Australia's international shipping needs are provided through two major forms of services:

- **charter services** –ships are rented for specific purposes, generally between a specific port of origin and destination.
- **liner services** –ships have a fixed sequence of ports of calls and fixed schedules.

Australia transports goods to/from its global trading partners through a combination of liner and charter services. Charter services are generally utilised for bulk cargo (such as iron ore, grain and coal). Liner services typically carry 'general' cargo packed into standardised container sizes. Most of Australia's imports arrive in containers. While a significant number of our exports are also containerised, most are shipped in bulk.

Container shipping services involve the supply of ocean transportation of containerised general cargo on fixed and regular schedules between container ports.<sup>3</sup> Liners carrying containerised cargo to and from Australia do not always operate direct point-to-point services and commonly transport goods between Australia using transshipment 'hub' ports on a North-South trade route (between Australia/New Zealand and Asia). From these Asian hubs, goods are transferred to other Liners to be carried on to their final destinations (or further transfer ports).

**Figure 2: Main Australian transshipment routes<sup>4</sup>**



While most liner services visiting Australia are served by the North-South liner shipping trade routes, the main East-West trade lanes are vitally important for Australia's trade with Europe and North America. Liners seek to coordinate trips and container slots between 'hub' ports (such as Hong Kong, Singapore and Shanghai) and feeder (or 'spoke') ports, such as those along Australia's coasts, through alliances and agreements that facilitate a spectrum of coordination. Such agreements are currently exempt from the competition provisions of the CCA by Part X.

<sup>3</sup> "Container ports" are distinct from "container terminals"; multiple container terminals may exist in one port.

<sup>4</sup> Adapted from Chavdar Chanev, CruiseMapper 'Largest container ships' 16 March 2017 <http://www.cruisemapper.com/wiki/2259-largest-container-ships>, and Dr. Jean-Paul Rodrigue, Dept. of Global Studies & Geography, Hofstra University, New York, USA 'Emerging Global Maritime Freight Transport System' [http://transportgeography.org/?page\\_id=4750](http://transportgeography.org/?page_id=4750).

The market for containerised shipping services has undergone significant consolidation and concentration since the 1990s. Globally, there are now eight dominant Liners that belong to one of three alliances. Together these bodies control 80% of global containerised trade and around 95% of that carried on the main East-West trade routes (between Europe, Asia and North America).<sup>5</sup>

Strategic global alliances on the main East-West trade impact Australia’s container shipping routes and the potential for exchange of information agreements between Liners is likely to negatively affect costs, prices and the range and quality of services for Australian cargo owners and consumers and, as a result, their competitiveness in international markets.

## Types of coordination

Liners may seek to cooperate and coordinate their operations across a broad range of matters including: pricing (and surcharges), slot capacities that will be made available, schedules for sailings, the ports they will service and sharing of resources (generally vessels and container slots).

A summary of common agreements between Liners and the matters they may cover is set out in Table 1. The summary uses industry terminology for these agreements and in some cases the subject matter covered by agreements overlaps; for instance, ‘consortia’ and ‘vessel sharing agreements’ can act as umbrella terms that could cover conduct that could also be described as slot charter/exchange or alliances.

**Table 1: Common agreements between Liners**

Type of agreement	Description
<b>Slot charter and slot exchange</b>	<p>Slot Charter agreements require a fixed portion of vessel capacity to be exchanged over a given period of time on a specific trade route (or on specific dates).</p> <p><i>Example – slot charter</i> Carrier A operates a vessel between Australia and Hong Kong. Carrier B pays for the right to use 100 slots of Carrier A’s vessel capacity, so they can take freight bookings between Australia and Hong Kong, widening Carrier B’s coverage.</p> <p><i>Example – slot exchange</i> Carrier A operates a vessel between Australia and Hong Kong, Carrier B operates a vessel between Australia and Singapore. The two Liners agree to provide the other with 100 slots on their vessels. Both Liners can now take freight bookings between Australia-Hong Kong and Australia-Singapore, widening their coverage.</p>
<b>Vessel Sharing</b>	<p>Vessel sharing agreements (VSAs) entail cooperation between companies to fulfil demand on a particular trade route through sharing of vessels owned and operated by different Liners.</p> <p><i>Example</i> There is demand for a twice-daily, Monday-Friday shipping service between Sydney and Hong Kong. Rather than a single carrier providing 10 vessels to service the route, Carrier A provides five vessels, Carrier B provides three vessels and Carrier C provides two vessels. Any of the Liners can book freight on any of the vessels on the trade route in proportion to the amount of vessel capacity they have contributed.</p>
<b>Consortia</b>	<p>Consortia are cost-cutting forms of cooperation that focus on a single maritime service consisting of internally regulated slot sharing and vessel sharing agreements. Consortia agreements generally only relate to specific routes.</p>
<b>Alliance</b>	<p>A shipping alliance is a group of ocean Liners that cooperate and coordinate on operational matters through schedule coordination, vessel sharing and slot exchanges. Alliance members are not permitted to coordinate prices. These agreements are intended to operate globally and generally are not tied to a particular shipping route.</p>
<b>(Voluntary)</b>	<p>Voluntary discussion agreements (VDAs) provide the opportunity for Liners to share</p>

<sup>5</sup> ITF/OECD (2018) ‘The Impact of Alliances in Container Shipping’ page 13. Available at: <https://www.itf-oecd.org/sites/default/files/docs/impact-alliances-container-shipping.pdf>

<b>Discussion</b>	commercially confidential information such as prices, costs and capacity. Discussion agreements may allow prices to be recommended, but do not allow for prices between Liners to be fixed.
<b>Conference</b>	Conferences allow discussion and setting of common freight rates, operational service matters (such as schedule coordination and vessel utilisation), provision for pooling or apportionment of cargoes and entering into loyalty agreements with cargo owners.  Conference agreements contain clauses mandating that the parties follow the terms and conditions laid down in the agreements.

## Regulatory oversight – a global snapshot

Over the last two decades several jurisdictions have removed, or limited, the competition law exemptions enabling Liners to collude and set rates.

Broadly, there are three ways countries apply competition law to the shipping industry:

1. by uniformly applying competition law to Liners in the same manner as any other industry (i.e. without shipping specific exemptions),
2. providing a block exemption that is applied to Liners but limited to ‘alliance’ or ‘consortia’ coordination, or
3. providing an exemption for all agreements (including on prices) that can be applied by Liners.

**Table 2: Competition law treatment of liner shipping globally<sup>6</sup>**

Treatment in competition law	Countries
<b>No shipping-specific exemptions</b>	China, Chile, Turkey, Brazil, South Africa, Russia, Vietnam, Indonesia
<b>Block exemption for shipping consortia/alliances</b>	EU, Hong Kong, New Zealand, Israel, Malaysia
<b>Exemption for all agreements (incl. on prices)</b>	US*, Australia, Singapore, Japan, South Korea, Canada

\* While Australia and the US both provide a competition law exemption that extends to agreements with price coordination components, there is an important difference between the two regimes. Unlike Australia, the US weakened the enforceability of agreements between operators by stipulating that individual Liners have the right to enter into independent confidential service contracts. This has the effect of significantly eroding the capacity for Liner conferences to enforce compliance with the agreed terms of conference agreements.

For example, in 2008 the European Union removed the sector specific block exemption for Liners which included conferences and introduced a narrower exemption that permits certain consortia agreements, if two conditions are met:

1. the combined market share of all consortium members should not exceed 30%, and
2. there should be a right to withdraw from the agreement.

In 2015, the liner shipping industry in Hong Kong applied for a block exemption covering both vessel sharing agreements and discussion agreements. Following public consultation and investigation, in 2017, the Hong Kong Competition Commission (HKCC) issued a block exemption covering vessel sharing agreements only. The HKCC declined to issue a block exemption for voluntary discussion agreements, due to competition concerns around pricing discussions between Liners and lack of evidence of associated efficiencies.

<sup>6</sup> ITF/OECD, (2018) Table 7, p 72

Hong Kong's block exemption only applies where the parties to the vessel sharing agreement do not have a combined market share exceeding 40% in a market. The block exemption was issued for five years, until 2022.

New Zealand has also recently reformed how its competition laws apply to Liners, moving from the wide protections (which largely resembled those currently in place in Australia). In August 2019, New Zealand implemented a narrow block exemption that applies to:

- the co-ordination of schedules and the determination of port calls;
- the exchange, sale, hire, or lease (including the sublease) of space on a ship;
- the pooling of ships to operate a network;
- the sharing or exchanging of equipment such as containers; and
- capacity adjustments in response to fluctuations in supply and demand for international liner shipping services;

where such cooperation improves the service supplied to cargo owners. This exemption does not provide for any agreements or coordination on price and does not include a market share cap.

## How Australian competition law currently applies

### ***Australian competition law applies internationally***

Australian competition law applies to any market in Australia.<sup>7</sup> Australian courts have determined that the concept of a "market in Australia" encompasses international markets that include Australia.<sup>8</sup>

In addition, certain provisions of Australian competition law that are relevant to Liners (in particular, the prohibitions on restrictive trade practices in Part IV of the CCA) can apply to conduct outside Australia.<sup>9</sup>

### ***Exemptions under Part X***

Part X of the CCA exempts Liners<sup>10</sup> that register agreements with the Department of Infrastructure, Transport, Cities, and Regional Development from key parts of the CCA relating to anti-competitive conduct. Part X allows Liners with registered agreements to:

- fix prices,
- pool or apportion earnings, losses or traffic,
- regulate capacity, and
- coordinate schedules.

Any of the agreements described in Table 1 (above) could, in principle, be registered under Part X.

### ***Role of peak shipper bodies***

Part X also establishes a role for 'peak shipping bodies', which represent the interests of Australian cargo owners. The designated peak shipping body for both Australian importers and exporters is the *Australian Peak Shippers Association (APSA)*.

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<sup>7</sup> CCA, s. 4E.

<sup>8</sup> See, eg, *Air New Zealand v Australian Competition and Consumer Commission (ACCC); PT Garuda Indonesia Ltd v ACCC* (2017) 262 CLR 207.

<sup>9</sup> CCA, s. 5.

<sup>10</sup> Part X uses the term 'ocean carriers'. For the purposes of this paper, the ACCC has used the term 'Liners' to refer to the same.

When Liners seek to register a Part X Agreement, they must provide a copy of the Agreement to the peak shipper body and negotiate the minimum levels of shipping services they will try to provide. However, Part X does not require the Liners and the peak shipper body to reach agreement on the terms of service for the Part X Agreement to proceed to registration. Part X also requires Liners to provide 30 days' notice to the peak shipper body for changes to freight rates and surcharges.

## What is a class/block exemption?

The ACCC has the power to make 'class exemptions', for eligible businesses to engage in conduct of a kind that might otherwise breach the competition provisions in Part IV of the CCA where it is satisfied that the conduct:

- would not have the effect or likely effect of substantially lessening competition, and/or
- would result or be likely to result in overall public benefits.

A class exemption effectively provides a 'safe harbour', so businesses can engage in the conduct specified by the class exemption without breaching the competition law.

The class exemption will specify who it applies to and in what circumstances, including the size of businesses that would be covered. It is important that a class exemption:

- is broad enough to be useful for businesses
- only covers cooperative arrangements that are unlikely to substantially lessen competition and/or are likely to lead to overall public benefits, and
- enables businesses to confidently self-assess whether they and the arrangements they propose are covered. This will require the class exemption to be framed in simple, clear and objective terms.

The ACCC is in the final stages of developing its first class exemption, in relation to collective bargaining by eligible small business. This class exemption will likely come into effect in 2020.

Any class exemptions made by the ACCC are in addition to the '[authorisation](#)' and '[notification](#)' processes under the CCA. Businesses will continue to be able to use those processes to apply for exemption from competition law. The main difference is that businesses that fall within the scope of a class exemption get *automatic* exemption; they will not need to apply to the ACCC, as they do with authorisations and notifications.

### ***Limits on making class exemptions***

The ACCC will limit the scope of any class exemption to conduct so it can be satisfied the legal test is met. In doing so, the ACCC may specify one or more of the following limitations:

- that the class exemption only applies in particular circumstances
- that the class exemption only applies to particular types of businesses
- that the class exemption is subject to other specified conditions.

The ACCC must specify the duration of the class exemption. It can make class exemptions that last for up to 10 years. At the conclusion of this period, the ACCC can renew the class exemption provided the legal test is met.

The ACCC is able to vary or revoke a class exemption once in place, or withdraw the benefit of the class exemption from particular businesses (but not retrospectively) where it is satisfied that the exemption would result in a substantial lessening of competition that is not offset by a net public benefit.

## **Repeal of Part X**

It is a matter for the Australian Government, rather than the ACCC, to decide whether to repeal Part X. However, to support the removal of Part X, the Harper Review recommended that the ACCC issue a class exemption for liner shipping agreements that meet a minimum standard of pro-competitive features. As such, a class exemption for the shipping sector would sit alongside the existing provisions of Part X unless and until legislators choose to change or remove Part X.

Given the numerous reviews of Part X and global trends, the ACCC expects that a class exemption for the shipping sector would cover a narrower range of cooperation activities than Part X of the CCA currently permits.

Should the Australian Government decide to repeal Part X, once such a class exemption is in place, businesses would be able to self-assess whether their proposed conduct falls within the scope of the class exemption and:

- if they consider it does, they can choose to rely on the class exemption without notifying or seeking authorisation for the conduct, or
- if they consider it does not, they can apply for authorisation or notify the conduct under Part VII of the CCA.

## **Issues we are seeking your feedback on**

The ACCC invites your comments on what a possible class exemption applicable to Liners might include and whether collective bargaining by cargo owners with Liners should be included. We would also welcome information on the liner shipping industry that is relevant to our consideration of a possible class exemption.

We have set out a list of topics of particular interest, below. You are also welcome to provide views on any other relevant issues. In responding to these questions, it would be most useful if you can focus on substantiating the likely impacts of exemptions on efficiency and competition. This is because the ACCC can only issue class exemptions for conduct that meets the legal test. The ACCC also requests that interested parties making submissions give reasons and factual support for their views.

Information about how to lodge your comments or a submission is provided at the end of this paper.

### **1. What forms of coordination between Liners should the class exemption permit?**

#### ***Types of conduct a Liner shipping class exemption might permit***

The ACCC is interested in your views as to what forms of coordination may be desirable for inclusion in a possible Liner class exemption.

For example, operational coordination between Liners (such as scheduling, exchanging spaces/slots on vessels and pooling vessels to operate a network) may improve the service supplied to cargo owners with a low risk of substantially lessening competition.

In the context of a class exemption, the ACCC's preliminary view is that any class exemption should not cover agreements or coordination on price because such agreements carry significant risk of lessening competition and generally do not benefit the public.<sup>11</sup>

As such, the ACCC is less likely to make a class exemption enabling Liners to coordinate on "commercial" aspects such as coordinating freight rates and surcharges, or allocating market shares or customers between Liners.

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<sup>11</sup> The ACCC notes that if there are circumstances in which agreements or coordination on price are likely to be in the public interest, it is open to the relevant parties to seek authorisation under Part VII of the CCA.

A list of common forms of Liner cooperation are set out below. For each type of coordination, please provide submissions addressing:

- *Is this form of coordination relied upon in agreements that are currently being utilised by Liners servicing Australia?*
- *Should such coordination be permitted by a class exemption and if so, why?*
- *How would allowing such coordination impact competition or otherwise cause detriment?*
- *Would allowing such coordination impart a public benefit (e.g. an economic efficiency)? If so, please provide reasons and supporting information.*

**Considering the impact on competition and/or the public benefit, should Liners covered by the class exemption be permitted to:**

- a) **coordinate and/or jointly fix sailing timetables and the determination of port calls in Australia;**
- b) **exchange, sell, hire, or lease (or sublease) spaces (slots) on vessels;**
- c) **pool their vessels to operate a network;**
- d) **adjust capacity in response to fluctuations in supply and demand for international liner shipping services;**
- e) **fix or coordinate freight prices,**
- f) **fix or coordinate surcharges,**
- g) **pool or apportion earnings, losses or traffic,**
- h) **restrict capacity (slots) offered;**
- i) **allocate markets (e.g. ports, trade routes or regions);**
- j) **share commercially sensitive information;**
- k) **collectively bargain with suppliers (e.g. stevedores);**
- l) **any other activity.**

## **2. What eligibility conditions (if any) should limit which Liners can access the class exemption?**

Cooperation between larger market participants is more likely to raise competition concerns than cooperation between smaller participants. In order to minimise the risk of inadvertently permitting cooperation that substantially lessens competition, a class exemption may limit which Liners, or combinations of Liners, will be eligible to receive the automatic protection it will confer.

For the ACCC to be satisfied that the class exemption will not substantially lessen competition we are considering whether there is a need to limit eligibility to Liners with particular characteristics (such as market share).<sup>12</sup>

For example, the European Union and Hong Kong, impose a market share limit of 30% and 40% respectively, whereas New Zealand does not impose any market share limit.

### **a) Is it appropriate to restrict which Liners are eligible for the class exemption?**

For example, if the class exemption covers a wider range of conduct that may not always be benign or always impart a public benefit, it may be preferable for only smaller Liners to receive automatic exemption. On the other hand, if the exempt conduct would

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<sup>12</sup> Any Liner that did not qualify for the class exemption could seek permission from the ACCC to engage in the same behaviours through the ACCC's authorisation and notification regimes.

never raise competition concerns or will always impart a public benefit, it may be desirable for all Liners to be automatically permitted to engage in the conduct.

- *How would restricting access to the class exemption reduce the impact on competition?*
- *Why would restricting access to the class exemption result in public benefit?*

**b) If it is appropriate to restrict access, should this be achieved by:**

**i) a market share cap**

- *Is a cap on the combined market share of the coordinating Liners the most appropriate mechanism?*
- *How should market share be calculated?*
- *What level should the market share cap be set at and why?*

**ii) any alternative approach to defining eligibility?**

**3. Should cargo owners be able to collectively bargain with Liners?**

Part X provides a role for the peak organisation representing Australian cargo owners and enables it to negotiate with Liners seeking to register a Part X Agreement.

Collective bargaining occurs when two or more businesses come together as a group (including where they appoint a representative) to negotiate with a customer or a supplier (known as the target business) about terms, conditions and/or prices. There can be many benefits from negotiating as a group with the target business rather than individually, including:

- reducing and/or sharing the time and the cost of putting supply arrangements in place
- creating more opportunities to negotiate terms of supply that better reflect the group's needs (as compared to just signing a standard form contract)
- gaining better access to information, for example by sharing relevant information, or sharing the costs of engaging a professional advisor
- creating new marketing opportunities when the combined volume becomes more attractive to larger or new buyers or sellers
- streamlining and coordinating ordering and delivery, and hence creating supply chain efficiencies.

The target business can also benefit from:

- reduced costs due to negotiating with a single representative, or subset of the group, rather than each member separately
- more supply certainty due to bulk ordering and savings from aligning transport and distribution
- better access to information—more effective and efficient negotiations enable the transfer of more useful information between the parties.

While the ACCC is currently finalising a separate class exemption for collective bargaining it is limited to small businesses, and it is possible that many cargo owners may not fall within the scope of that exemption.<sup>13</sup>

We are therefore considering whether it is appropriate to include in the class exemption collective bargaining by cargo owners with Liners.

The ACCC is interested in your views as to whether such provisions would be beneficial and what elements such a framework should include.

- a) **Would it be beneficial for a potential class exemption to enable collective bargaining and negotiation by cargo owners, with Liners?**
- b) **What, if any, limitations and requirements should be placed on the formation of collective bargaining or negotiating groups?**

#### **4. Industry Background**

The ACCC understands that price coordination between Liners operating to and from Australia is less prevalent than it has been previously. However, the ACCC is seeking to understand the extent to which Liners are reliant on conference and discussion agreements. The ACCC also requests that Liners provide a copy of relevant agreement(s) and an explanation as to why these agreements are necessary / in the public interest.

*We are also interested in the views of Liners, cargo owners and other industry participants on:*

- a) **the structure of the relevant markets**
- b) **prices, costs and profitability in those markets**

### **Making a submission**

You are invited to comment on the specific questions set out in this discussion paper or any other matter you consider relevant to the ACCC in developing a potential class exemption for Liners and/or cargo owners.

Submissions should be lodged by **28 February 2020** by emailing [adjudication@acc.gov.au](mailto:adjudication@acc.gov.au) with the subject "Shipping class exemption – submission". Alternatively, if you would like to provide comments orally, please contact Robert Janissen on (02) 6243 1387 or Luke Griffin on (02) 6243 1114 to organise a suitable time.

Submissions may be placed on the ACCC's website, or otherwise made available to other interested parties, subject to consideration of any request that a submission, or part of a submission, not be made publicly available. Please ensure that any confidential information provided with your submission is clearly identified.

If the ACCC decides to proceed with a class exemption for liner shipping, we will engage in a second round of public consultation about the form that the class exemption will take before making a final decision. If you do not wish to make a submission at this time but would like to be informed of the progress of this matter, please let us know and nominate your preferred email address.

You can also forward this discussion paper to any other party who may wish to make a submission to the ACCC.

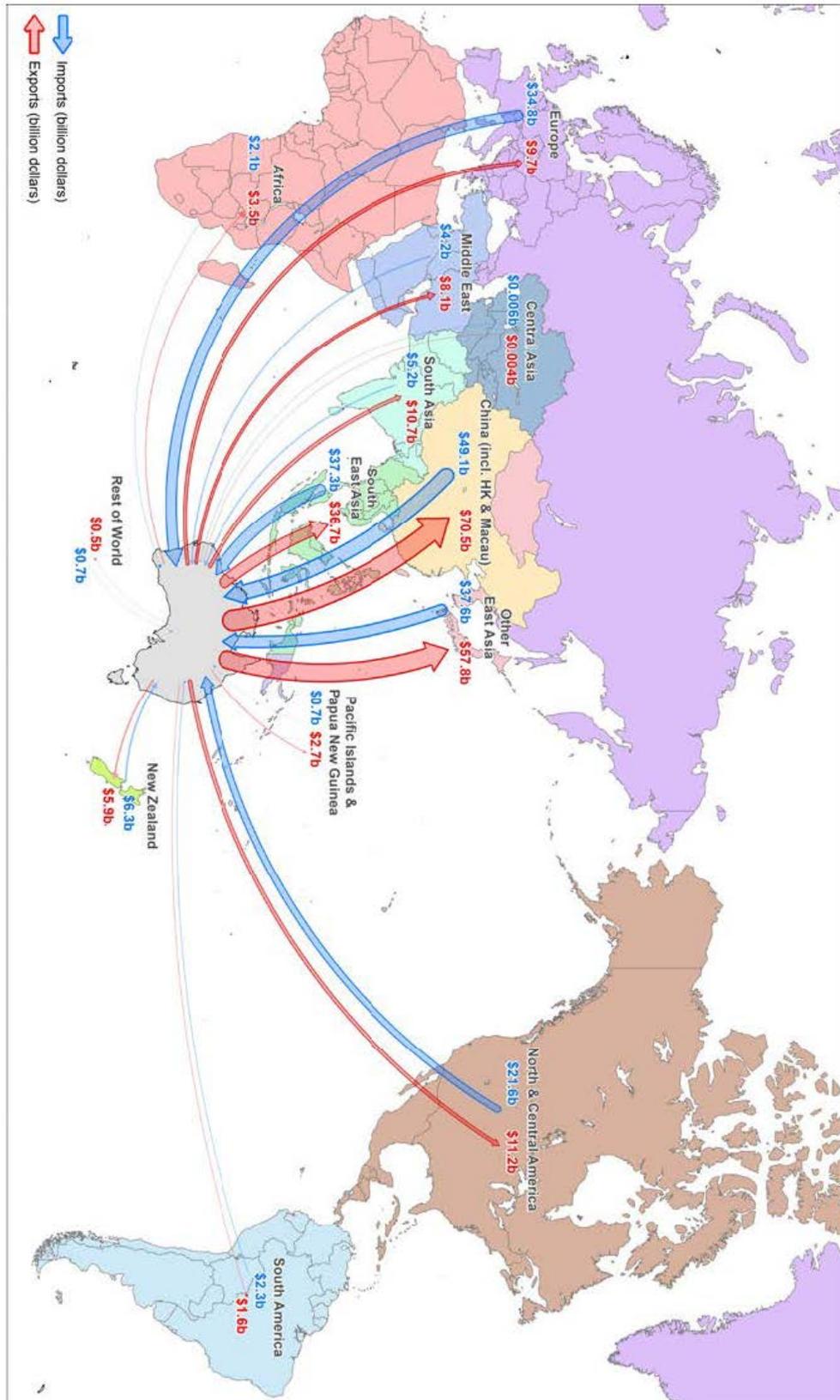
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<sup>13</sup> The ACCC is in the final stages of developing a class exemption for specified collective bargaining conduct by businesses with less than a \$10 million aggregated annual turnover and some other specified eligible businesses. Therefore the turnover threshold that applies under the collective bargaining class exemption may exclude many cargo owners who wish to collectively negotiate with Liners over matters such as (but not limited to) fees, surcharges and scheduling.

### **Further information about class exemptions**

Further information about the ACCC's class exemptions power, the progress of the ACCC's consideration of this possible class exemption and details about proposed public consultation, and the process for issuing any future class exemptions is available on the [ACCC website](#).

**Appendix A: Value of Australia's International sea freight by trading region of final destination or origin, 2015-16<sup>14</sup>**



Source: Bureau of Infrastructure, Transport and Regional Economics (BITRE) 2018, Australian sea freight 2015-16, Canberra, ACT

Source: Bureau of Infrastructure, Transport and Regional Economics (BITRE) 2018, Australian sea freight 2015-16, Canberra, ACT

<sup>14</sup> Figures include the value of liner and charter services.