

**In the Fair Work Commission**

**Matter No. MS2026/1**

**Application by the Transport Workers' Union of Australia and the Australian Road Transport Industrial Organization re fuel cost recovery**

**Submissions for the Transport Workers' Union of Australia following the conclusion of its case**

**A Introduction and overview**

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1. This outline of submissions is filed in advance of the further hearing of these proceedings on 13 April 2026 and following the Minister's determination by notifiable instrument pursuant to s 536PEA of the FW Act that the TWU and ARTIO's application in this proceeding is an "emergency application". The TWU continues to rely on its submissions filed 7 April 2026 and replicates the terms abbreviated in those submissions herein.
2. These further submissions deal with:
  - a. the significance of the Minister's determination for the FWC's decision-making;
  - b. the TWU and ARTIO's proposed CCO<sup>1</sup> which they now advance following discussions with various parties and consideration of the document provided by the FWC for discussion purposes on 10 April 2026;
  - c. salient aspects of the road transport industry established by the evidence led by the TWU that are material to determination of the application;
  - d. matters relevant to the fuel crisis afflicting the industry established by the evidence;
  - e. aspects of the statutory scheme and why the proposed amended CCO advanced by the TWU should be made.

**B. The Minister's determination**

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3. In the afternoon of 10 April 2026, the Minister made an instrument known as the *Fair Work (Emergency Application – MS2026/1) Determination 2026*. The upshot of the Determination is that this application is an "emergency application" for the purposes of s 536PEA(1) of the FW Act. Moreover, the road transport CCO sought by the TWU and

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<sup>1</sup> Which, in light of the Minister's determination is a time-sensitive road transport contractual chain order for the purposes of the definition of that expression in s 12 of the FW Act.

ARTIO will, if made, be a “time-sensitive road transport CCO” for the purposes of s 12 of the FW Act.

4. The Minister identified the circumstance on which her satisfaction was based for the purposes of s 536PEA(3)(a)-(b) as fuel supply chain disruption resulting from, or continuing to be affected by, two matters: (i) the significant reduction in shipping through the Strait of Hormuz; and (ii) conflict in the Middle East. The Minister’s state of satisfaction under s 536PEA(3) was necessarily achieved having regard to the road transport objective set out in s 40D.
5. The criteria which the Minister was evidently satisfied of under s 536PEA are important in framing the context for the present application and the FWC’s decision-making.
6. The relevant “circumstance” (or series of events or circumstances) that has transpired and remains extant is one which the application is directed to addressing and ameliorating. That circumstance is one which the Minister was satisfied was having a significant national negative impact on the road transport industry, such that it was in the public interest to make the determination.
7. The adjective “significant” means “important” or “of consequence”.<sup>2</sup> Implicit in the Minister’s determination (and apparent from the evidence led) is that the exponential increase in fuel costs since the commencement of the war on 28 February 2026 has had and is continuing to have a dramatic and deleterious effect on the road transport industry across the country. That, in and of itself, conveys that it is appropriate and imperative that the FWC make a CCO which addresses the significant national negative impact on the road transport industry caused by escalating fuel costs. It is uncontroversial that fuel costs have increased by amounts never before experienced and are expected to remain high for some time yet and to potentially rise.<sup>3</sup>
8. The Determination underscores that:
  - a. these proceedings have appropriately been heard with alacrity by the FWC;
  - b. it is appropriate that these proceedings continue to be progressed with all due expedition; and
  - c. it is in the interests of the road transport industry and the public more generally for a RTCCO responding to the crisis in fuel costs to be made.

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<sup>2</sup> Macquarie Dictionary, online edition.

<sup>3</sup> See for instance Exhibit 5, Mr Arcidiaco’s statement at [22] and Mr Arcidiaco’s evidence at PN481; Dr Hassall’s examination-in-chief, PN282 and re-examination at PN1665.

## C The TWU's proposed amended CCO

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9. The TWU proposes that the following classes of work within contractual chains that would otherwise be covered by the TSCCO be omitted from the proposed order:
  - a. on demand delivery work performed by road transport employee-like workers within the meaning of s 15RB of the FW Act;
  - b. rideshare work performed by RTELWs; and
  - c. cash-in-transit.
10. A copy of the TWU's proposed amended CCO is **attached** at "A" to these submissions.

### (C1) On demand delivery and rideshare work

11. The TWU does not contend that the crisis afflicting the road transport industry caused by unprecedented fuel price increases is not impacting RTELWs who perform on demand delivery or rideshare work. It manifestly is.
12. Nor does the TWU accept the contention that on demand delivery and/or rideshare work engaged in by ELWs cannot be the subject of a CCO. In this regard the "jurisdictional" argument advanced by Uber in its outline of submissions is without merit as:
  - a. it is premised on an erroneous and artificial analysis of the nature of the work performed by these ELWs *for* Uber. In this regard, it disregards the analysis of the Full Bench in *Gupta v Portier Pacific Pty Ltd* (2020) 296 IR 246<sup>4</sup> and the recent pronouncements of the New South Wales Court of Appeal in *Chief Commissioner of State Revenue v Uber Australia Pty Ltd* [2025] NSWCA 172.<sup>5</sup> Neither of these decisions are mentioned let alone grappled with in Uber's submissions;
  - b. the submissions that the CCO could not cover Uber and the RTELWs it engages do not go to whether the FWC has jurisdiction to make the proposed CCO. If Uber is not, as it says, "in" a road transport contractual chain for the purposes of s 15RA(1) of the Act, the order will not cover it; and
  - c. a "road transport contractual chain" is a chain or series of contracts or arrangements under which work is performed for a party to the first contract or arrangement by, relevantly, a RTELW under a services contract and where at least one party to the

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<sup>4</sup> At [44]-[54] (Ross P and Hatcher VP).

<sup>5</sup> Uber contended in this case that drivers performing rideshare work did not provide or supply a driving service "to" Uber under its contracts with ELWs for the purposes of the *Payroll Tax Act 2007* (NSW) (see [41]-[46]). That contention was rejected at [111]-[112]. Uber also argued that amounts collected from "riders" and paid to drivers were not "for or in relation to the performance of work" under the contract (at [326]-[345]). This was rejected at [363]-[364].

first contract or arrangement is a constitutional corporation. Both **Rasier** Pacific Pty Ltd and **Portier** Pacific Pty Ltd are constitutional corporations. Work is performed *for* both Rasier and Portier by the RTELWs they engage. Moreover, work performed by a RTELW under a services contract in a chain or series of chains is taken to be performed *for* the person who engaged the RTELW by s 15RA(5)(a). RTELWs perform work *for* Uber for the purposes of s 15RA(1) because it *engages* them.

13. The TWU and the principal DLPOs in the on demand sector have reached arrangements that are presently being implemented to address increased fuel costs borne by RTELWs since the outbreak of the war on Iran:
  - a. Portier (being the Uber entity that engages RTELWs to perform on demand delivery work) implemented, following discussions and engagement with the TWU, increased rates for the RTELWs it engages to address rising fuel costs on 7 April 2026. A copy of a TWU press release confirming this is **attached** at “B” to these submissions; and
  - b. Doordash, again following consultation with the TWU, implemented increased rates for the RTELWs it engages to address rising fuel costs on 23 March 2026. A copy of the announcement confirming this is **attached** at “C” to these submissions.
14. The TWU has also put in place an arrangement that requires discussions about increased fuel prices and recovery of fuel costs to take place on a weekly basis separately with each of DoorDash and UberEats.
15. These measures are, in the TWU’s view and in light of feedback received from its members, timely and appropriate.
16. The TWU, Uber and Doordash have further also agreed to a MSO that will capture on demand delivery work including the delivery of food and beverages prepared for immediate consumption. That application is listed for hearing before an Expert Panel commencing 10 May 2026 in proceedings MS2024/3. RTELWs performing work in the on demand sector currently do not have any minimum standards in place. The proceedings scheduled to commence on 10 May 2026 are critical in ensuring that an appropriate safety net of minimum terms and conditions are afforded to those RTELWs.
17. In these circumstances the TWU submits that the FWC should carve out on demand delivery work from the TSCCO.
18. In respect of the rideshare sector:
  - a. as of this morning, Rasier (being the Uber entity that engages RTELWs to perform rideshare work) has agreed to implement, effective 15 April 2026, a fuel surcharge of

5 cents per kilometre nationwide which will be paid directly to the RTELWs it engages. A copy of the announcement of this initiative is **attached** at “D” to these submissions; and

- b. Didi, which is the other major DLPO in the rideshare sector, had announced a 5 cent per kilometre fuel surcharge which is paid directly to the RTELWs it engages. This measure has been in place since 18 March 2026. A copy of the announcement of this initiative is **attached** at “E” to these submissions.
19. Uber has also agreed to engage in intensive discussions with the TWU to expedite the rideshare MSO with a view to reaching a consent position on this application similar to that reached in the on-demand sector and to discuss increased fuel prices and recovery of fuel costs with the TWU on a weekly basis.
20. In the result, the TWU submits that the FWC should carve out rideshare work from the TSCCO.
21. The TWU has included definitions of “on demand delivery work” and “rideshare” in a revised cl 1. These are limited to the performance of these types of work by RTELWs.<sup>6</sup> Proposed cl 3.3 provides that these types of work are not covered by the CCO.

**(C2) Cash-in-transit**

22. The TWU has commenced proceedings for a CCO in the cash-in-transit sector (MS2025/1). There has been, and continues to be, progress towards an independent pricing model for work performed in the contractual chains in this sector. Further, this matter has been referred to the Road Transport Advisory Group by the Commission where ongoing discussions about an appropriate CCO will continue.
23. In the circumstances, the TWU submits that the FWC should not include the cash-in-transit sector in the CCO.
24. The TWU also understands that the principal secondary party in the cash-in-transit sector, Linfox Armaguard, supports this approach.
25. The TWU has included a definition of “cash in transit” in the draft CCO and included “cash in transit work” in proposed cl 3.3 as work which is not covered.

**(C3) Other proposed amendments to the draft CCO**

26. The TWU proposes that the CCO not impose obligations on passengers who may fall within contractual chains relating to motor vehicle, limousine, car hire, bus or coach transportation. Section 15RA(3) operates to determine that individuals are not in

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<sup>6</sup> FW Act, s 536PM(1).

contractual chains in relation to deliveries or consignment of “things” which are solely for the individual’s private or domestic purposes. A human being is not a “thing” and these provisions do not, on their face, exempt individuals who may order passenger transportation from contractual chains. The TWU proposes an exemption for such persons from the order.

27. In relation to obligations on primary and secondary parties imposed under cl 4, the amended draft CCO proposes amendments to cll 4.1 and 4.3 to permit adjustments to occur “twice per calendar month”. This will allow flexibility as to when adjustments to ensure recovery for increased fuel costs occur. The TWU understands that several primary and secondary parties presently make adjustments twice per calendar month which do not fall neatly within each fortnight. Adjustments that occur at least twice monthly will also ensure cost recovery for increased fuel costs. The TWU accepts that minimum fortnightly (or twice monthly) adjustments to ensure cost recovery for fuel are appropriate.<sup>7</sup>
28. The TWU also proposes an amendment to cl 4.2 to include the words “other secondary parties”. This is to ensure that the obligation extends to persons in a road transport contractual chain who are not road transport contractors or employee-like workers. This would extend to any “road transport business”, which would include small road transport businesses engaged by a secondary party in the chain or series of contracts or arrangements to perform work.
29. The TWU does not support an automatic cessation of the order when diesel prices fall below \$2 or after the effluxion of 6 months as set out in proposed cl 5.3. A provision providing for automatic cessation on the happening of either of these contingencies is not appropriate as:
  - a. it is unclear how long the crisis will subsist. Unfortunately, the crisis may be protracted and continue for over 6-months. Following the breakdown in talks between representatives of the United States and Iran today,<sup>8</sup> as well as Israel’s

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<sup>7</sup> Dr Hassall gave evidence that because of the current situation that client companies “may well come to the party” on a fortnightly basis (PN1666), although he noted that a lot of payment terms were 30-days (PN1658).

<sup>8</sup> See: <https://www.nytimes.com/2026/04/12/us/politics/vance-iran-talks.html>; and <https://www.aljazeera.com/news/2026/4/12/us-and-iran-fail-to-reach-peace-deal-after-marathon-talks-in-pakistan>.

- continued attacks in Lebanon,<sup>9</sup> the short to medium term prospects of the crisis resolving and fuel prices receding seem dim;
- b. a reduction in diesel prices may not necessarily correlate with a reduction in petrol prices;
  - c. whilst diesel prices may drop below \$2, they may quickly rise again, particularly if the conflict flares or Iran seeks to impose fees or a “toll” for the transit of vessels through the Strait of Hormuz as it has threatened. The President of the United States has, somewhat unusually, proposed that the United States may also impose a toll on egress through the Strait of Hormuz.<sup>10</sup> The President of Israel has also announced that the war with Iran is not over;<sup>11</sup> and
  - d. it is unnecessary, given that a party can apply under s 536PS to vary or revoke the CCO, or the FWC can vary or revoke it on its own initiative under s 536PT(4)(a). If fuel prices plummet and are unlikely to rise exponentially, the order can be varied or revoked on application or on the FWC’s own motion.
30. The TWU proposes 3-monthly reviews so that the effect of the CCO can be considered and assessed.<sup>12</sup> If the CCO proves unnecessary due to an outbreak of peace and vessels being allowed to pass unimpeded through the Strait of Hormuz, which produces significant reductions in fuel prices, this can be identified and an application for variation or revocation of the CCO made. The TWU will work collaboratively with parties in supply chains to assess the ongoing efficacy of the CCO.

## **D Features of the road transport industry**

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31. The following aspects of the road transport industry are significant in assessing the imperative for an order providing for timely and efficacious recovery for increased fuel costs in the current crisis.
32. The road transport industry is the most common source of domestic freight transport in Australia.<sup>13</sup> Freight demand is anticipated to continue to increase.<sup>14</sup> A sustainable and viable industry is a matter of national importance.

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<sup>9</sup> See: <https://www.nytimes.com/2026/04/12/world/middleeast/lebanon-hezbollah-israel-iran-war-tyre.html> and <https://www.aljazeera.com/news/2026/4/11/israeli-strikes-kill-at-least-18-people-across-southern-lebanon>.

<sup>10</sup> See: <https://www.nytimes.com/2026/04/07/climate/strait-of-hormuz-law-of-the-sea-tolls.html>.

<sup>11</sup> See: <https://www.nytimes.com/2026/04/12/world/middleeast/netanyahu-israel-iran-war.html>.

<sup>12</sup> This was envisaged as a potential course by Professor Peetz during his cross-examination at PN1488-1489.

<sup>13</sup> Exhibit 7, Professor Peetz report at [5].

<sup>14</sup> Exhibit 7, Professor Peetz report at [5].

33. In August 2025, there were estimated to be some 34,200 independent contractors and 7,000 “other business operators” working as truck drivers and delivery drivers, representing 16.6% of workers in the road transport industry.<sup>15</sup> The number of non-employee workers in the transport sector had increased by 5.5% in the period 2014-2019 to 2020-2025.<sup>16</sup> Thus, road transport businesses within the meaning of s 15Q of the FW Act and regulated road transport contractors within the meaning of s 15R of the FW Act are a core part of the industry. Ensuring they have sustainable and viable businesses is central to the health and sustainability of this nationally critical industry.
34. The road transport industry is characterised by extensive contractual networks, featuring hierarchical contractual chains.<sup>17</sup> Mr Rasmussen described a supply chain as a “web” of transport companies in which the client, who requires movement of goods, has substantial control over price.<sup>18</sup> An example of a contractual chain was identified by Mr Rasmussen in the retail sector whereby large operators like Aldi, IGA, Woolworths, Coles and Wesfarmers contract out transport tasks to large companies like Toll and Linfox.<sup>19</sup> Such companies do not often perform the work themselves with their directly engaged employees but outsource the work to smaller transport businesses, who themselves contract the work out, including to owner drivers.<sup>20</sup> Another example of a contract chain in the building and construction sector involves a large contractor (like Lendlease or John Holland) engaging a large transport company to move earth or materials excavated at a construction site. That transport company may then engage a small road transport business or owner driver to perform the removal task.<sup>21</sup>
35. Large clients at the top of contractual chains in the road transport industry have a substantial capacity to influence the price of transport and are “price makers”.<sup>22</sup> Such clients, who include dominant consignors or consignees, are able to set the parameters of road transport work.<sup>23</sup>
36. Generally, the further down a party is in a road transport supply chain from the primary party, the weaker their bargaining power.<sup>24</sup> Those further down the chain have

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<sup>15</sup> Exhibit 7, Professor Peetz report, Table 1.

<sup>16</sup> Exhibit 7, Professor Peetz report, Table 2.

<sup>17</sup> Exhibit 7, Professor Peetz report at [53].

<sup>18</sup> Mr Rasmussen statement at [22].

<sup>19</sup> Mr Rasmussen statement at [15]-[16].

<sup>20</sup> Mr Rasmussen statement at [16].

<sup>21</sup> Mr Rasmussen statement at [30]-[32].

<sup>22</sup> Rawling cross-examination, PN932-933.

<sup>23</sup> Exhibit 1, Dr Rawling report at [11].

<sup>24</sup> Hassall cross-examination, PN1604.

substantially less bargaining power and are more likely to be price takers.<sup>25</sup> Smaller road transport businesses and owner drivers in particular do not have bargaining power to set prices and are manifestly “price takers”.<sup>26</sup> Non-employee workers (such as RTBs, RTCs and RTELWs) at the bottom of those chains are also often saddled with debts associated with the ownership of large trucks.<sup>27</sup> They are required to bear the costs of purchasing, operating and maintain their own vehicles.<sup>28</sup> This necessarily increases their vulnerability and diminishes their bargaining power in the market. They are required to fend for themselves against large transport companies and those at the top of the contractual chain. There is also significant competition for work and the lack of bargaining power of these RTBs and RTCs leads to pressure to under bid for work, creating a race to the bottom.<sup>29</sup>

37. Dr Rawling explained in his evidence that large clients dominate freight movements and there was a “dynamic” between them and other supply chain participants, such that these large clients are able to set key parameters for work including amounts paid ultimately to RTCs and ELWs.<sup>30</sup> Dr Hassall colourfully explained that clients that have the freight to be transported “basically can often play... hard ball”.<sup>31</sup> The upshot of this was described by Professor Peetz, who outlined when answering a question about reasons for low profitability in the industry:<sup>32</sup>

*... a key thing is really the allowability of the people in this sector, particularly people down the bottom of the contractual chain, to influence prices. And you have a lot of competition between... providers, between owner/drivers and the like. And the larger organisations that are higher up or at the top of the food chain are able to determine prices and that has put increasing pressure on, in effect, what you might call a race to the bottom. As you'd have a – if you've got a few people who are undercutting everybody else, than [sic] everybody else really has to go down to that level, if there's an unregulated sector. And that's been driving... the low profitability and the hot driving rates of insolvency in the sector...*

38. The result is that those lower down the chain have to accept lower rates, which impacts the payment levels for their workforces.<sup>33</sup> RTBs and RTCs would, in Dr Hassall's opinion, have “difficulty” seeking recovery of costs for increases in fuel.<sup>34</sup> Small road

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<sup>25</sup> Rawling cross-examination, PN934; Hassall examination-in-chief, PN302-303; Peetz examination-in-chief, PN671-673.

<sup>26</sup> Peetz examination-in-chief, PN673.

<sup>27</sup> Exhibit 7, Professor Peetz report at [53]; Exhibit 1, Dr Rawling report at [13].

<sup>28</sup> Exhibit 1, Dr Rawling report at [16].

<sup>29</sup> Exhibit 7, Professor Peetz report at [88].

<sup>30</sup> Rawling examination-in-chief, PN222 and 224.

<sup>31</sup> Hassall examination-in-chief, PN301.

<sup>32</sup> Peetz examination-in-chief, PN675.

<sup>33</sup> Rawling examination-in-chief, PN227.

<sup>34</sup> Hassall examination-in-chief, PN275.

transport businesses and owner drivers are, in other words, at the mercy of the large transport operators who they contract with.<sup>35</sup>

39. The road transport industry operates on very low margins<sup>36</sup> and small operators in particular who are subject to the commercial dynamics of road transport supply chains have very low profits.<sup>37</sup> In 2021-2022, the profit ratio (being the ratio of profit to revenue) in the industry was 4.2%.<sup>38</sup> In the period 2012-2013, the profit ratio in transport was a mere 2.6%, which was well under the average for all-industries of 9.2%.<sup>39</sup> The transport industry is plagued by one of the lowest profit ratios of any industry.<sup>40</sup>
40. The transport industry is characterised by a high rate of insolvencies.<sup>41</sup> These have more than doubled in recent times.<sup>42</sup> In 2021-2022, there were 91 insolvencies, whilst in 2024-2025 there were 440, being an increase of 383%. Road freight transport represented 1.9% of national insolvencies in 2021-2022 but had increased to 3.9% in the first half of 2025-2026.<sup>43</sup> This occurred in circumstances where road transport's share of the economy did not increase.<sup>44</sup>
41. Road transport is one of the most dangerous occupations in Australia.<sup>45</sup> Transport workers are more than 13 times more likely to be killed at work than other workers.<sup>46</sup> Road transport workers are about 10 times more likely to die at work than other Australians.<sup>47</sup> There is a well-recognised causal nexus between lower pay and safety, given that there is an incentive to drive faster and take risks, particularly in the context of work that is remunerated on a piece rate basis.<sup>48</sup> Competition in the industry as well as economic pressures faced by RTBs and RTCs encourage unsafe work practices, as drivers are incentivised to drive faster and longer to make ends meet.<sup>49</sup>

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<sup>35</sup> Hassall examination-in-chief, PN275.

<sup>36</sup> Rawling examination-in-chief, PN222.

<sup>37</sup> Rawling examination-in-chief, PN222.

<sup>38</sup> Exhibit 7, Professor Peetz report at [36].

<sup>39</sup> Exhibit 7, Professor Peetz report at [41].

<sup>40</sup> Peetz examination-in-chief, PN674.

<sup>41</sup> Rawling cross-examination, PN921.

<sup>42</sup> Peetz cross-examination, PN1476.

<sup>43</sup> Exhibit 7, Professor Peetz report at [42].

<sup>44</sup> Exhibit 7, Professor Peetz report at [43].

<sup>45</sup> Exhibit 7, Professor Peetz report at [61].

<sup>46</sup> Exhibit 7, Professor Peetz report at [62].

<sup>47</sup> Exhibit 7, Professor Peetz report at [134]. See also Exhibit 1, Dr Rawling's report at [18]-[19].

<sup>48</sup> Rawling examination-in-chief, PN228. See also Exhibit 7, Professor Peetz report at [74], [76], [85] and [90]. Mr Rasmussen statement at [15]-[18] and the reports at Tabs 5-7.

<sup>49</sup> Exhibit 1, Dr Rawling report at [18].

42. These features of the industry, established beyond peradventure by the evidence and recognised by the Minister in his second reading speech for the Closing Loopholes Bill<sup>50</sup> and the Minister in her second reading speech for the Fairer Fuels Bill<sup>51</sup> (who noted that Chapter 3B recognises that the road transport industry is characterised by complex contractual chains which mean that pay and conditions in the industry are often driven by upstream commercial pressures):
- a. road transport businesses, road transport contractors and road transport employee-like workers have low bargaining power, are subject to vulnerabilities attendant to owning and having to maintain capital equipment in the form of trucks;
  - b. road transport businesses and contractors are price takers in road transport contractual chains;
  - c. primary power to set rates and standards in road transport contractual chains is exercised by those at or near the apex of the chain;
  - d. road transport businesses, road transport contractors and road transport employee-like workers have little capacity to influence prices and are at the mercy of primary parties as well as large road transport companies in contractual chains; and
  - e. the industry is highly competitive and there are significant pressures on road transport businesses and road transport contractors to underbid to obtain work.

## **E Impacts of the current crisis**

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### **(E1) Fuel costs generally**

43. Road transport businesses, contractors and employee-like workers' costs include capital costs associated with the purchase or lease of their vehicle, running and maintenance costs. A significant cost component is fuel. A peculiarity of fuel costs is that fuel prices are apt to fluctuate, including significantly.<sup>52</sup> The largest variant in cost components for road transport businesses, contractors and employee-like workers is fuel.<sup>53</sup> Fuel is also one of the biggest costs they face.<sup>54</sup> Axiomatically, fuel costs vary by type of vehicle.<sup>55</sup>
44. Increased fuel costs are apt to call into question the viability of running a road transport business, particularly for small road transport businesses and owner drivers.<sup>56</sup>

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<sup>50</sup> Hansard, 4 September 2023, pp 6235-6240.

<sup>51</sup> Hansard, 26 March 2026.

<sup>52</sup> Rawling examination-in-chief, PN231-232.

<sup>53</sup> Hassall examination-in-chief, PN286.

<sup>54</sup> Peetz examination-in-chief, PN676

<sup>55</sup> Hassall examination-in-chief, PN273.

<sup>56</sup> Rawling examination-in-chief, PN234.

**(E2) Fuel increases (and expectations as to fuel prices moving forward)**

45. Dr Hassall noted that diesel costs for the last quarter of December 2025 were about \$1.80 per litre. As of the end of March 2026, they had rocketed to \$3.10.<sup>57</sup> These translated, he said, to overall cost increases of 25-30%, with even higher increases for larger vehicles.<sup>58</sup>
46. Dr Hassall said that he expected international oil prices would hold around the \$100-plus mark for quite a while, which would translate to diesel costs of around \$3 and perhaps \$2.70-2.75.<sup>59</sup>
47. AIP reports for the week ending 5 April 2026 report that:
- a. retail diesel prices were \$3.127;
  - b. wholesale diesel prices were \$3.001;<sup>60</sup>
  - c. retail petrol prices were \$2.401; and
  - d. wholesale petrol prices were \$2.179.<sup>61</sup>
48. The increases in fuel costs observed since the commencement of the war on Iran are unprecedented. The owner drivers and transport operators who gave evidence in the proceeding, including 40 year veterans of the industry, reported never having experienced cost increases of a similar nature or scale before.

**(E3) Impact of increased fuel costs**

49. Increased fuel costs have been absorbed by many road transport businesses, contractors and employee-like workers.<sup>62</sup> An inability to recover costs from fuel entails the risk of such businesses and contractors not being able to operate.<sup>63</sup> Dr Hassall noted that fuel had increased by about 88% and there was already a high attrition rate in the transport industry (which had been particularly severe in the last couple of years). The upshot was that people were going to be parking trucks up or looking for other work if relief from fuel was not provided.<sup>64</sup>
50. Likely consequences of increased fuel prices, if not remedied, are an increasing number of RTCs parking up their trucks and potentially leaving the industry.<sup>65</sup> That would occur,

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<sup>57</sup> Hassall examination-in-chief, PN274.

<sup>58</sup> Hassall examination-in-chief, PN274.

<sup>59</sup> Hassall examination-in-chief, PN278-279.

<sup>60</sup> See: <https://www.aip.com.au/sites/default/files/download-files/2026-04/Weekly%20Diesel%20Prices%20Report%20-%205%20April%202026.pdf>

<sup>61</sup> See: <https://www.aip.com.au/sites/default/files/download-files/2026-04/Weekly%20Petrol%20Prices%20Report%20-%205%20April%202026.pdf>

<sup>62</sup> Rawling examination-in-chief, PN233.

<sup>63</sup> Rawling examination-in-chief, PN240.

<sup>64</sup> Hassall examination-in-chief, PN275.

<sup>65</sup> Rawling cross-examination, PN958-959.

in Dr Hassall's view, even if diesel came down to \$2.65-2.70 a litre.<sup>66</sup> Professor Peetz explained that:<sup>67</sup>

*... if you're not able to pass the costs on, then you're going to be really squeezed by that. And a lot of people, I would expect would be either going broke or about to go broke as a result of some of those increases in fuel costs, because they are... quite phenomenal in some cases... that's really why in some other jurisdictions, there's... ability to pass on the costs... to the users, to the people higher up the food chain. And if you don't have that ability, then you're going to be facing financial ruin in many cases.*

51. Dr Rawling outlined that:<sup>68</sup>

*Most of the road transport businesses and regulated workers who are the subject of this application have incurred and continue to incur these increased fuel costs. Many of these parties will be [incurring<sup>69</sup>] these increased fuel costs without a related, adequate increase in their own pay levels. This current significant increase in costs has exacerbated already existing pressures... Unless adequately addressed, this increased pressure due to the spike in fuel prices will have a significant adverse effect on those workers and businesses. The increased fuel cost pressures will cause further pressures on the viability of road transport operations, causing many road transport businesses and regulated worker to pause or cease operations. It could also cause some regulated workers to skimp on other costs such as vehicle maintenance to continue operating, (which will likely cause further safety issues). In other words, road transport businesses and contractors already under pressure will be pushed to the brink or collapse. If those businesses and owner-drivers do not have widespread action on the part of their clients to address these pressures (such as increases in pay), these viability issues and increased safety issues will remain.*

#### **(E4) Impact of rising fuel prices—driver and operator evidence**

52. The deleterious impact of increased fuel costs is attested to in the evidence before the Commission, including the evidence filed by the National Road Freighters Association. The following witness evidence particularly bears noting.

##### ***Mr Arcidiaco***

53. Mr Arcidiaco has worked in the transport industry for 40 years.
54. He subcontracts to a number of companies who themselves contract to perform transport tasks for a variety of other entities. His statements were tendered as Exhibits 5 and 16 in the proceedings.
55. Mr Arcidiaco was paying less than \$1.70 per litre for fuel prior to the Iranian war. By the end of March, he was paying \$3.20 a litre. In all his time in the industry, he had never

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<sup>66</sup> Hassall examination-in-chief, PN282.

<sup>67</sup> Peetz examination-in-chief, PN678.

<sup>68</sup> Exhibit 1, Dr Rawling report at [24].

witnessed such a dramatic increase in fuel or any other cost component. At the time he gave his evidence he was present in Cobar. He told the FWC that premium diesel was retailing for \$3.41 and standard diesel \$3.38 at a petrol station he had passed that morning.<sup>70</sup>

56. Since the increase in fuel costs, Mr Arcidiaco has found it difficult to obtain work from the transport companies he subcontracts with that paid a rate that reflected cost recovery for fuel. The rates he has been offered are unsustainable and not economically viable for him. He has commenced parking his truck up as a result. He can only park his truck up for so long before he will be out of business. For truck drivers like him, cash flow is essential and he does not have substantial financial resources or a large line of credit. He relies on timely payment for the work he does. If he does not receive fuel cost recovery, his unchallenged evidence is that he will have to shut up shop.

57. He said as follows during his oral evidence:<sup>71</sup>

*At the moment, it's very hard to get - get cost recovery, you know, like you tell people that you need to charge them more and some of them, I think, just don't want to understand. Some, I think they might actually be struggling themselves, you know, to pay, but it's very hard. It's really hard to get - cost recovery with the prices of fuel the way it's going.*

58. Mr Arcidiaco had been parked up as a matter of necessity as he could not operate in circumstances where it would cost him money to actually work.<sup>72</sup>

59. He explained:<sup>73</sup>

*And when you say you've been parking up your truck, can you tell the Commission approximately when you started doing that? And whether you were aware of any of your colleagues doing that?---Well, it would have been a few weeks ago. You know, like, when – and it wasn't a matter of choice. It was basically being forced into it, because when – when you can't get a job where you - you recoup your costs, as well as trying to make a living out of it, you know, like you've got no choice. You just can't go to work at that thing, that – at them prices and – and, yes, there's other – other people I know, that have done the same thing. If you're – if you're lucky enough to find a job that - where you can get a little bit of cost recovery, well, you'll do it, but otherwise you might as well stay parked up at home. Because it's just not worthwhile.*

*What are the effects going to be on you, sir, moving forward, if you can't get work and compensation for your fuel costs?---Well, if I can't get work and compensate my fuel costs, the truck will stay parked. When it runs out of registration, it will just stay parked in the yard. Then I will have to find something else to do. And I think there will be a lot of other people in my position too. As I just said, no one can go to work where they've got to pay to be there. We're supposed to go to work to earn a living, not - not to pay them for the pleasure.*

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<sup>70</sup> Arcidiaco examination-in-chief, PN483.

<sup>71</sup> Arcidiaco examination-in-chief, PN488.

<sup>72</sup> Arcidiaco examination-in-chief, PN493.

<sup>73</sup> Arcidiaco examination-in-chief, PN495-496.

***Mr Andrich***

60. Mr Andrich is an owner driver who contracts with Hy-Tec. He has worked in the transport industry for 3 decades and for Hy-Tec from 2002. Mr Andrich's statement was tendered as Exhibit 3 in the proceedings.
61. Prior to the increase in diesel prices, Mr Andrich was paying \$1,000 a fortnight for fuel. By the end of March, he was paying \$2,400. Mr Andrich is paid fortnightly and purchases fuel from Hy-Tec. The cost for fuel is taken out of his pay.<sup>74</sup> Prior to March 2026, he was paying \$1.41 per litre. This increased to \$2.31 by 1-15 March.<sup>75</sup> He has had to lean on his family to ensure he can cover his fuel bill.
62. Mr Andrich has negotiated with Hy-Tec for fuel relief. During the course of those discussions it was reported that fuel had spiked 65%.<sup>76</sup> Hy-Tec has subsequently agreed to regular rate reviews for fuel.

***Mr O'Brien***

63. Mr O'Brien is an owner driver engaged by Team Global Express and a TWU delegate. His statement was tendered as Exhibit 4.
64. Mr O'Brien earns approximately \$3,500 a week. Prior to the fuel crisis, he was paying about \$300-400 a week in fuel to operate his 4-tonne Hino diesel powered vehicle.<sup>77</sup> That has increased to \$650-700.<sup>78</sup> This has had a massive effect on his business and family.
65. The increased fuel costs have entailed that he will make no profit in running his business.<sup>79</sup> He is still responsible for paying rental costs for his vehicle, workers compensation, accounting fees, insurances and administrative costs (amongst other expenses).<sup>80</sup>
66. Drivers he represents are paying over \$100 a day in fuel, with about a third of their daily rate going to fuel costs. This is causing acute distress for the drivers he represents, who call him at all hours and report they are struggling to come to work and cannot afford a day off.<sup>81</sup>

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<sup>74</sup> Andrich examination-in-chief, PN337-338

<sup>75</sup> Andrich examination-in-chief, PN353.

<sup>76</sup> Andrich examination-in-chief, PN366.

<sup>77</sup> O'Brien examination-in-chief, PN414-415.

<sup>78</sup> O'Brien examination-in-chief, PN423.

<sup>79</sup> O'Brien examination-in-chief, PN430.

<sup>80</sup> O'Brien examination-in-chief, PN416-420.

<sup>81</sup> O'Brien examination-in-chief, PN425-426.

67. From 6 April, TGE has agreed to do weekly cost reviews to ensure that owner drivers like Mr O'Brien achieve cost recovery for fuel. The fuel levy will fluctuate and should allow relief from the immediate stress of increased fuel costs.<sup>82</sup>

***Mr Barnaville***

68. Mr Barnaville is a concrete owner driver who has been in the transport industry for about 40 years.<sup>83</sup> He contracts with Holcim.
69. Mr Barnaville's statement was tendered as Exhibit 6.
70. His fuel bill for February was \$2,000. In March it was over \$4,000.<sup>84</sup>
71. Mr Barnaville had engaged in a forensic analysis and determined that fuel had increased to represent 28-29% of the overall costs of himself and his colleagues, being an increase from 15%.<sup>85</sup>

***Mr McDonald***

72. Mr McDonald is the director of McDonalds Linehaul Services Pty Ltd.<sup>86</sup> That company contracts to perform work for Cement Australia.<sup>87</sup> Mr McDonald is based at a Cement Australia depot in Brisbane.<sup>88</sup>
73. Mr McDonald's company has a contract with Cement Australia that provides for annual rate reviews. It does not provide for urgent reviews if fuel costs spike.<sup>89</sup> His fuel costs pre the spike in fuel following the Iran war were about \$6,000 a month. They had since increased some \$4,000-5,000, placing significant pressure on his family.<sup>90</sup>
74. To date, Cement Australia had taken no action to increase his rates to provide relief for fuel costs. He deposed that "*if the fuel prices continue, it could even come to the point where I'd probably have to park the truck, because I just wouldn't be making any money.*"<sup>91</sup>

***Mr Roe***

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<sup>82</sup> O'Brien examination-in-chief, PN441 and 444.  
<sup>83</sup> Barnaville examination-in-chief, PN503.  
<sup>84</sup> Barnaville examination-in-chief, PN515.  
<sup>85</sup> Barnaville re-examination, PN1283.  
<sup>86</sup> McDonald examination-in-chief, PN582-583.  
<sup>87</sup> McDonald examination-in-chief, PN586.  
<sup>88</sup> McDonald examination-in-chief, PN590.  
<sup>89</sup> McDonald examination-in-chief, PN594-596.  
<sup>90</sup> McDonald examination-in-chief, PN598-609.  
<sup>91</sup> McDonald examination-in-chief, PN611.

75. Mr Roe operates a business known as Roe's Holdings Pty Ltd. Roe's Transport carts materials for building and infrastructure projects, as well as steel and timber. Mr Roe's wife is the other director of Roe's Holdings and his son drives one of his vehicles. Roe's Holdings subcontracts with a number of larger transport companies like Linfox and Toll, as well as smaller transport contractors (who Mr Roe said he preferred contracting with).<sup>92</sup>
76. Prior to the conflict in the Middle East, Roe's Holdings' February 2026 account for fuel was \$20,000. Their March account has increased to \$35,000.<sup>93</sup> To pay this increase, Mr Roe deposed that he would have to obtain an overdraft facility. He was uncertain whether he would be able to continue operating if he did not get cost recovery for fuel.<sup>94</sup>
77. Mr Roe gave the following evidence:<sup>95</sup>

*If you're not able to receive rates that achieve cost recovery for fuel up to the 21 April and then beyond, how do you foresee your business progressing?---I – I can't see it progressing and what worries me in particular is, and I'm probably – I'm probably not alone in it, but I'm 71 years of age and was sort of hoping and praying that sometime in the near - very near future, I might be able to be looking at some form of retirement. I'm - I have no idea when that might likely be now. I've got a couple of health issues and, yeah, they're - even those sort of things have been postponed to some extent until, yeah, we can see where this is going to go.*

***Mr Rasmussen***

78. Mr Rasmussen is a senior official with the New South Wales Branch of the TWU.
79. He explained that in New South Wales, pain from increased fuel prices was being most acutely felt by fleet owners who fell outside of Chapter 6 of the *Industrial Relations Act 1996* (NSW). These businesses were reporting that they had no capacity to recover fuel and had not been able to pass fuel costs on.<sup>96</sup> The inability to pass on fuel costs led to drivers facing an invidious choice of either parking up their trucks, becoming insolvent or working even more to seek to earn sufficient income to survive.<sup>97</sup>
80. Mr Rasmussen also explained that in the retail supply chain major contractors like Toll and Linfox were themselves struggling to recover their own costs.<sup>98</sup>

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<sup>92</sup> Roe examination-in-chief, PN631-634.

<sup>93</sup> Roe examination-in-chief, PN637.

<sup>94</sup> Roe examination-in-chief, PN639-640.

<sup>95</sup> Roe examination-in-chief, PN641.

<sup>96</sup> Rasmussen cross-examination, PN1371.

<sup>97</sup> Rasmussen cross-examination, PN1383, 1406 and 1451.

<sup>98</sup> Rasmussen cross-examination, PN1445-1447.

81. Mr Rasmussen also outlined that tied contractors were as vulnerable as untied contractors, given that they were unable to look for work elsewhere if they were obliged to work full-time for their principal and that principal was not affording them cost recovery rates<sup>99</sup>

***Mr Pantou***

82. Sam Pantou is a director of Metropolitan Express Transport, which is based in Victoria. It engages about 125 employees and 125 owner drivers. It transports products on behalf of its clients who are manufacturers to construction sites (amongst other things).
83. Mr Pantou's statement was tendered as Exhibit 21 in the proceedings.
84. Metropolitan Express' fuel costs have increased 19-20% since the commencement of the war. Several of its clients have refused to increase prices to remunerate it for fuel. Mr Pantou explained in his uncontested evidence that Metropolitan Express cannot afford to work for such customers. It has lost the work of customers who have refused to pay a fuel cost recovery rate. These are customers with ongoing transport needs who Mr Pantou presumes have contracted with other transport companies that have underquoted him. This is adverse for Metropolitan Express' business and its ability to retain its employees and owner drivers.
85. Mr Pantou said the following in his witness statement at [10]-[12]:

*Metropolitan Express has lost the work of customers who have refused to pay a cost recovery rate for fuel. Several of these customers do not have contracts with rise and fall formulas. Others have, but have not agreed to pay the increased rate. To my understanding, these customers have transport tasks they need performed and I can only assume that they have gone and engaged another transport company that has quoted them less than what we have and may not be providing a rate that takes into account the significant increase in fuel costs. I am concerned that we have lost work from these customers because other transport companies are undercutting us. This is bad for our business and for the job security of our employees and subcontractor owner drivers.*

*A number of our customers who have rise and fall formulas are resisting paying extra for fuel. Metropolitan Express is finding it difficult to have a number of these customers pay a cost recovery rate for fuel.*

*An order by the Fair Work Commission that required all companies that transport companies like Metropolitan Express contract with to pay a cost recovery rate for fuel is, in my view and based on my experience, essential. This will ensure that Metropolitan Express is able to continue operating its business in a sustainable way. It will also mean that Metropolitan Express is not undercut by other transport companies that are not themselves achieving cost recovery for fuel or paying their drivers at a rate that does not provide for cost recovery for fuel.*

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<sup>99</sup> Rasmussen cross-examination, PN1397.

***Cameron Dunn***

86. Mr Dunn is the managing director of FBT Transwest. He has held this position for 17 years. FBT Transwest engages 125 employees and 65 owner drivers.
87. Mr Dunn's statement was tendered as Exhibit 18.
88. FBT Transwest's fuel bill increased from \$120,000 in February to \$260,000 in March.
89. FBT Transwest has negotiated a fuel surcharge and cost recovery mechanism in its contracts. This has enabled it to achieve cost recovery for fuel and pass this on to its owner drivers by assessing their rates weekly to ensure they compensate for fuel. Mr Dunn has never seen fuel cost increases such as those in the current climate before.
90. But for the cost recovery mechanisms in FBT Transwest's contracts with its own clients, its business would not be sustainable.
91. Mr Dunn supports the TWU and ARTIO's application including for the reasons set out at [9]-[13] to his statement. These are summarised as follows:
  - a. he is concerned about competitors undercutting FBT Transwest on fuel costs as many transport companies do not pay their subcontractors a cost recovery rate for fuel or adjust rates to address fluctuations in fuel costs;
  - b. these companies are at a competitive advantage to FBT Transwest which provides cost recovery to its drivers;
  - c. the ongoing sustainability of FBT Transwest's business (and that of its owner drivers) is dependent on all businesses having to pay their contractors amounts that reflect the amount they pay for fuel; and
  - d. absent an order of the kind sought by the TWU in these proceedings, there will be a race to the bottom on rates.
92. The upshot of this evidence is that absent timely and effective cost recovery for fuel, road transport contractors and road transport businesses will not be able to sustain their operations. RTBs and RTCs have costs which they are required to meet and the most effective way of ensuring these are met is via full cost recovery for fuel.<sup>100</sup> It is critical that cost recovery rates be provided up and down the supply chains to ensure there is a level playing field in relation to fuel costs and no race to the bottom occurs with contractors underbidding on fuel.

**(E5) Further evidence on fuel increases and cost recovery**

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<sup>100</sup> Peetz cross-examination, PN1507.

93. Dr Hassall detailed that the majority of contractual arrangements in the industry **did not** provide costs models incorporating cost recovery for fuel.<sup>101</sup> During cross-examination from Mr N Ward, Dr Hassall was asked whether small companies having fuel levies in their contracts or terms of sale was an anomaly or whether there would be “quite a few of those out there”. He answered as follows:<sup>102</sup>

*I think they're in the minority for sure. And it's good that they actually talk to ARTIO... associations are really good for telling people what to do and giving them information. And if part of that information is, in some cases, they have cost models... that actually have particular contract clauses in place in their thing. The... last number... that if you look at sort of how many fleets and whatever are actually members of associations... it is, well and truly less than 10 per cent of the industry... After that, there's 160,000 fleets in Australia... I suspect strongly that if there were 20-30,000, members of fleets that actually belong to associations, that would actually be a very high number...*

94. Dr Hassall's report set out that the majority of smaller fleet operators and owner drivers **do not** have escalation clauses in their agreements.<sup>103</sup> That evidence was not challenged in cross-examination and should be accepted.

95. There have been some sectors of the industry where negotiations have resulted in adjustments to prices to deal with rising fuel costs that have occurred, but these have not occurred in a significant portion of the sector.<sup>104</sup> This establishes that (i) timely and efficacious cost recovery mechanisms can be implemented by parties with economic power in the contractual chain; and (ii) it is essential that all parties in the chain provide cost recovery for fuel.

96. The means by which a number can be put on a pay rate that will achieve cost recovery for fuel is relatively simple and was identified by Dr Hassall: how much has actually been paid out that week for fuel costs.<sup>105</sup>

97. Dr Hassall explained that weekly rate reviews would be “paradise” and that monthly reviews would be a potential “fallback”.<sup>106</sup> That being so, his evidence was clear that regular reviews to ensure recovery of increased fuel costs would give a degree of assistance and allow smaller operators to stay in business.<sup>107</sup>

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<sup>101</sup> Hassall cross-examination, PN1622-1623.

<sup>102</sup> Hassall cross-examination, PN1624.

<sup>103</sup> Exhibit 2, Dr Hassall report, p 3.

<sup>104</sup> Rawling cross-examination, PN982.

<sup>105</sup> Dr Hassall cross-examination, PN1591 and 1643.

<sup>106</sup> Hassall examination-in-chief, PN286.

<sup>107</sup> Hassall examination-in-chief, PN286.

## **F The order should be made**

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### **(F1) Section 536PQA(1)-(2)**

98. The terms in the proposed CCO “relate to”<sup>108</sup> the circumstance identified in the Determination to which the order relates, viz., fuel supply disruption resulting from or being affected by the significant diminishment in shipping through the Strait of Hormuz and conflict in the Middle East. The terms are directed to requiring that rate adjustments occur to address increased fuel costs and ensure recovery of those fuel costs (i) for secondary parties by primary parties; and (ii) for parties engaged by the secondary parties, in each of the contract chains captured.
99. The terms are permissible ones for the purposes of s 536PQA(1).
100. They are also terms about “rate reviews” and/or “cost recovery” for the purposes of s 536PQA(2)(c) and (e) respectively.

### **(F2) The road transport objective**

101. The road transport objective points squarely in favour of the order being made.
102. The order will enhance the sustainability and viability of road transport businesses, contractors and employee-like workers who are under acute financial stress due to increased fuel costs: s 40D(1)(a). Whilst some road transport contractors have been afforded cost recovery for fuel via fuel levies or pursuant to rise and fall formulae, these businesses, contractors and workers are, as Dr Hassall outlined, very much in the minority.
103. The proposed order will not have any adverse impact (or unreasonable adverse impact) on sustainable competition amongst road transport industry participants for the purposes of s 40D(1)(b)(i). Amongst other things, it will ensure that fuel costs are properly priced and reflected in rates paid by primary parties to secondary parties and secondary parties to the parties they contract with. This will ensure a baseline level of cost recovery for fuel is provided for in the current crisis. It will ensure competition can occur without entities undercutting one another by not providing cost recovery for fuel costs. Relatedly, the order will not have adverse impacts (or unreasonable adverse impacts) on business viability, innovation or productivity: s 40D(1)(b)(ii). To the contrary, it will enhance viability and is apt to encourage innovation and productivity by ensuring that road transport businesses, contractors or employee-like workers compete for business on how

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<sup>108</sup> That is, they are connected with or have a relationship with the “circumstance”. The words “relate to” are of wide import and should not be read down - *Fountain v Alexander* (1982) 150 CLR 629 at 650.

efficiently and productively they can run their operations, rather than on the basis that they pay less than minimum cost recovery rates for fuel.

104. There is no evidence there will be unreasonable adverse impacts on administrative and compliance costs for the purposes of s 40D(1)(b)(iii). Whilst administrative and compliance steps will need to be taken, it is difficult to envisage how or why these are likely to be particularly onerous. What is proposed are fortnightly or twice monthly adjustments for fuel costs. These baseline obligations can be discharged by compliance with existing rise and fall adjustment mechanisms in industrial instruments or contracts where these ensure recovery of fuel costs. The evidence indicates that this is occurring in a number of businesses where agreements and arrangements have been struck or implemented to ensure cost recovery for fuel, including on a weekly basis. There is no evidence this has been unduly burdensome for the businesses involved. There is no reason to think a fortnightly or twice monthly obligation will be difficult to comply with.
105. The order will have no adverse impacts on the sustainability, performance and competitiveness of supply chains and the national economy for the purposes of s 40D(1)(c). To the contrary, it is apt to enhance the sustainability and performance of road transport supply chains.
106. Section 40D(1)(d) requires that the need for minimum standards in road transport contractual chains be taken into account. The minimum standards proposed here are simple, straightforward and essential to deal with the crisis caused by spiralling fuel costs. They will be of manifest benefit to all participants in the supply chain and ensure that fuel costs are properly reflected to in pay rates.
107. In the result, the FWC should be satisfied that the order will provide an appropriate safety net of minimum standards relating to fuel that directly responds to and addresses the “circumstance” underpinning the Determination.

**(F3) The minimum standards objective**

108. Section 536NN determines that the FWC must have regard to the “minimum standards objective” when performing a function or exercising powers under s 536NN. That objective is set out in s 536JX. It captures the need to take into account the need for “an appropriate safety net of minimum standards for regulated workers” having regard to a number of matters.
109. Relevantly for present purposes, the proposed order coheres with and is facilitative of the minimum standards objective:
  - a. the order sets standards that are clear and simple: s 536JX(a)(i);

- b. the standards it set are directly relevant to the “circumstance” that led to the Determination. The standards proposed are also manifestly fair, given they require cost recovery of a notoriously fluctuating cost component: s 536JX(1)(a)(ii);
- c. it does not change the form of engagement of the regulated workers it covers or give preference to any particular business model or relationship: s 536JX(1)(a)(iv)-(v) and (vii);
- d. critically, it takes into account costs necessarily incurred by regulated workers directing arising from the performance of services contracts, viz., their fuel costs: s 536JX(b)(i); and
- e. for the reasons identified above, it does not have any *unreasonable* adverse impacts on sustainable competition, business costs, the regulatory burden, sustainability, innovation, productivity, viability, administrative and compliance costs or the national economy: s 536JX(c).

**(F4) Arguments apparently advanced against the order**

- 110. The notion that there will be a limitation of, or decline in, work provided to road transport businesses, contractors or employee-like workers, and a potential increase in insolvencies, if the order is made is speculative and without any evidentiary support. The evidence is, in fact, to the contrary.
- 111. Dr Rawling accepted that a reduction in work for road transport businesses was a possibility *if* a reaction to the order was the consolidation of loads or increase in employee labour.<sup>109</sup> However, as Dr Rawling observed, the ultimate client’s freight task would “*have to go somewhere. Someone has got to... haul the load*”.<sup>110</sup> He opined that the operation of the order was in fact likely to have the opposite effect of reducing work to road transport businesses, as it would provide for fuel cost recovery, which was what businesses and owner drivers were asking for, and would entail that the supply chain would become partially responsible for fuel cost recovery.<sup>111</sup> As he explained in chief, an order requiring cost recovery for fuel would have a remedial effect and a significantly positive impact on parties who would be able to begin to recover spiralling fuel costs.<sup>112</sup>
- 112. Professor Peetz was even more emphatic that the postulated decline in work would not eventuate. He said such a decline would be surprising if the order were made given that

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<sup>109</sup> Rawling cross-examination, PN923—924, 926-927 and 930.

<sup>110</sup> Rawling cross-examination, PN925.

<sup>111</sup> Rawling re-examination, PN999-1000.

<sup>112</sup> Rawling examination-in-chief, PN244.

the order was expressed to applied to all businesses.<sup>113</sup> He also outlined that the advantages of decreasing the provision of work to road transport businesses including by engaging a smaller number of such businesses was not obvious.<sup>114</sup> Professor Peetz explained that the “regulatory burden” of the proposed order was unlikely to be appreciable, given that collective arrangements or negotiations could occur to deal with fuel fluctuations.<sup>115</sup>

113. Significantly, there was no evidence before the Commission that the order would lead to a reduction in work being afforded to road transport businesses in the industry. Dr Rawling outlined that there were a lot of people who wished to operate as owner drivers.<sup>116</sup> He also explained that contractors had been increasing in the road transport industry and there was no reason to think this trend would not continue, that the industry was highly competitive and that it was unlikely to cease to be highly competitive whether or not the order was made.<sup>117</sup>
114. The notion that there is or would be a “levelling of bargaining power” between chain participants (so as, presumably, to make the order unnecessary) is conjectural, detached from reality and at odds with the evidence.<sup>118</sup> It was put to Professor Peetz that if a sufficient number of RTCs parked up their trucks and determined not to drive, that that would risk supply of transport services and increase the bargaining power of RTCs.<sup>119</sup> Dr Hassall’s evidence was that it was unlikely in reality that small operators would have a greater ability to influence prices in the current climate.<sup>120</sup>
115. How or why such “collective action by contractors” would be in the public interest is unclear. The scenario posited by counsel in which RTCs obtain bargaining power by refusing en masse to perform work is one of industrial and commercial anarchy. Such a scenario is self-evidently contrary to the public interest. It is extraordinary for major companies to suggest that collective action by the mass withdrawal of services by transport businesses and contractors is a superior means to achieve basic cost recovery for fuel costs rather than compliance with the mechanisms sought in the proposed order.

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<sup>113</sup> Peetz cross-examination, PN1476. This was clearly a reference to all businesses in the chain.

<sup>114</sup> Peetz cross-examination, PN1481.

<sup>115</sup> Peetz cross-examination, PN1484-1485.

<sup>116</sup> Rawling re-examination, PN997.

<sup>117</sup> Rawling re-examination, PN1001.

<sup>118</sup> Rawling cross-examination, PN967.

<sup>119</sup> Peetz cross-examination, PN1499-1500.

<sup>120</sup> Hassall cross-examination PN1597.

116. A situation of industrial and commercial chaos and disorder is one which should be and can be best avoided by the making of a CCO requiring the payment of cost recovery rates up and down the supply chain. Avoiding such a scenario points in favour of the order being made.

**(F5) Section 536PF matters**

117. “Genuine engagement” in relation to the making of a CCO for the purposes of s 536PF(2)(a) is limited to the “parties to be covered”. A person will be a party that is covered by a CCO under s 536NS if the order is expressed to cover them. Such persons must, logically, be “in” the particular contractual chain.

118. Genuine engagement must occur before the order is ultimately made. It need not occur prior to the FWC issuing a notice of intent and draft order under s 536PG, although engagement that occurs prior to any notice of intent or draft order being issued can be taken into account in assessing whether “genuine engagement” has occurred.

119. Genuine engagement can be achieved by:

- a. parties participating in a hearing and being heard for or against a CCO. This is significant given that FWC is not, by s 593, obliged to hold a hearing;
- b. parties participating in conciliation and other processes of the FWC in relation to the proposed CCO, including in processes before the FWC that lead to or are connected with the CCO that is made;
- c. parties engaging with the RTAG; and
- d. parties being afforded an opportunity to make submissions on a draft CCO under s 536PH.

120. Whether “genuine engagement” occurs is a matter of substance rather than form. What genuine engagement involves will depend on the circumstances. “Genuine engagement” for an emergency application of the present kind may and usually will be materially different from “genuine engagement” for a non-urgent application.

121. In the present case, genuine engagement will comfortably be satisfied by parties covered by the CCO:

- a. having the opportunity to participate in the hearing;
- b. participating in conferences about the fuel crisis with Gibian VP prior to the instigation of the application; and

- c. being afforded an opportunity to make submissions on a draft CCO (if one is issued with a notice of intent) by the FWC and attending and participating in any further hearing should the FWC elect to hold one.
122. Section 536PF(2)(d) requires that in making a CCO, the FWC must have regard to the “commercial realities” of the industry. These are stated to include practices in relation to part load, mixed load, no load, multi-leg and return trips. The proposed CCO is directed at ensuring cost recovery for increased fuel costs and that all parties up the contractual chain are made responsible for providing minimum cost recovery rates for fuel. The commercial realities of the industry and imperative for cost recovery for fuel support the making of the order.
  123. Section 536PF(2)(e) prohibits the FWC making a CCO unless satisfied of a negative proposition, viz., that making the CCO “will not *unduly affect* the viability and competitiveness of road transport businesses, owner drivers or other similar persons”.
  124. The adjective “unduly” in s 536PF(2)(e) means “excessively” or “inappropriately, improperly or unjustifiably”. The assessment required by this provision is premised on the FWC achieving a state of satisfaction and requires a discretionary and subjective value judgment be made. That assessment is directed to road transport businesses, owner drivers or “other similar persons”. It is not directed at primary or secondary parties in a contractual chain.
  125. In any event, the proposed CCO will enhance the viability of road transport businesses, owner drivers or other similar persons and ensure fair competition in the industry.
  126. Section 536PF(2)(f) requires that the FWC take into account any current or proposed CCO, or current or proposed MSO. The FWC must therefore take into account the present applications that are on foot:
    - a. MS2024/1, MS2024/2, MS2024/3 and MS2024/4; and
    - b. MS2025/1.
  127. The progress in MS2024/3 and MS2025/1 (including the consent position reached in the former) are reasons why on demand delivery work and cash-in-transit can and should be excepted from the CCO.
  128. None of the other MSOs and CCOs are in effect and are unlikely to come into effect in the short term. None will provide relief to the road transport businesses, contractors or employee-like workers captured by the proposed CCO for the substantial fuel costs they are incurring. There is no chance of regulatory overlap or for regulatory confusion.

129. The FWC is obliged by s 536PF(2)(g) to take “reasonable steps” to ensure that coverage of the order is clear. There is no deficiency in or lack of clarity in the coverage of the CCO now proposed by the TWU (or that published for discussion purposes by the FWC on 10 April).

**G. Conclusion**

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130. The FWC should publish a notice of intent and draft CCO in the terms now sought by the TWU

**P Boncardo**

**Counsel for the TWU**

**13 April 2026**

# A

## *For discussion purposes only*

### ROAD TRANSPORT CONTRACTUAL CHAIN ORDER – FUEL COST RECOVERY

#### 1. Circumstance in which this Order is made

This Order relates to the circumstance of the fuel supply chain disruption resulting from, or which continues to be affected by:

- 1.1 the significant reduction in shipping through the Strait of Hormuz; and
- 1.2 conflict in the Middle East.

#### 2. Definitions

In this Order:

**Act** means the *Fair Work Act 2009* (Cth).

**Cash in transit** means the transport of cash and other valuables.

**Digital labour platform** – has the meaning set out in s 15L of the Act.

**Digital labour platform operator** – has the meaning set out at s 15M of the Act.

**Fuel** means any liquid or gaseous energy source used to power vehicles for the performance of work in the transport industry, including petroleum and diesel products.

**Increased cost of fuel** means the difference between the cost per litre for the type of fuel used to perform the relevant work in the road transport industry at any given time and the cost as it was on 6 March 2026.

**On demand delivery work** – means services performed by a road transport employee-like worker that involves the collection of and/or shopping for and/or selection and/or purchase of goods or consumables of no more than 8 separate orders in a single engagement, for delivery as soon as practicable to the ultimate consumer. On demand delivery excludes the collection of such goods and consumables:

- (a) from a facility that is not open to the public and which is used exclusively for online orders and/or dispatches, unless the facility is adjacent to, or in the immediate vicinity of a business that offers the goods or consumables for sale or conducts the retail sale or hire of goods and consumables for personal, household or business consumption; or
- (b) from a standalone distribution or warehouse facility that is not open to the public; or
- (c) by the employee-like worker using a vehicle with a carrying capacity of more than 1 tonne.

**Order** means this road transport contractual chain order.

**Primary party** is a person in a road transport contractual chain as described in s 15RA(2)(a)

of the Act.

**Rate** means the contracted, standard, ongoing or usual rate or amount paid by one person covered by this Order to another for the performance of work in the road transport industry at or around 6 March 2026, including an hourly rate, a running rate, a total amount, or any other form of payment or combination of the foregoing.

**Regulated road transport contractor** has the meaning set out in s 15Q to the Act.

**Regulated worker** has the meaning set out at s 15G of the Act.

**Rideshare** – means the transport by road of a person or persons from one location to another by a road transport employee-like worker, arranged or facilitated through or by means of a digital labour platform.

**Road transport business** has the meaning set out in s 15R of the Act

**Road transport contractual chain** has the meaning set out in s 15RA(1) of the Act

**Road transport employee-like worker** has the meaning set out in s 15RB of the Act.

**Road transport industry** has the meaning set out in s 15S of the Act.

**Road transport employee-like worker** has the meaning set out in s 15RB of the Act.

**Road transport industry** has the meaning set out in s 15S of the Act.

**Secondary party** means a person in a road transport contractual chain as described in s 15RA(2)(b) of the Act.

### **3. Coverage of this Order**

3.1 This Order covers all work in the road transport industry.

3.2 This Order covers the following persons in road transport contractual chains involving the performance of work in the road transport industry:

- (a) primary parties;
- (b) secondary parties;
- (c) road transport businesses;
- (d) digital labour platform operators in the road transport industry;
- (e) road transport employee-like workers performing work in the road transport industry; and
- (f) regulated road transport contractors performing work in the road transport industry.

### **3.3 This Order does not:**

- (a) cover on demand delivery work;
- (b) cover rideshare work; or
- (c) cover cash in transit work;
- (d) impose obligations or confer rights on persons who are passengers who are transported by motor vehicle, limousine, car hire, bus or coach.

#### **4. Obligations on primary and secondary parties**

- 4.1 Primary parties must, within each fortnight or twice per calendar month, from the date of commencement of this Order, adjust the rate they pay to any secondary party for the performance of work in the road transport industry by the amount necessary to ensure that the secondary party fully recovers the increased cost of fuel.
- 4.2 Primary parties in a road transport contractual chain must take all reasonable steps to ensure that secondary parties engaging other secondary parties, regulated road transport contractors or road transport employee-like workers in the same road transport contractual chain adjust the rate they pay to such other secondary parties, regulated road transport contractors or road transport-like workers for the performance of work in the road transport industry by the amount necessary to ensure that the secondary party fully recovers the increased cost of fuel.
- 4.3 Secondary parties must, within each fortnight or twice per calendar month, from the date of commencement of this Order, adjust the rate they pay to any other secondary party, regulated road transport contractor or road transport-like worker for the performance of work in the road transport industry by the amount necessary to ensure that the secondary party fully recovers the increased cost of fuel.
- 4.4 The adjustments required under clauses 4.1, 4.2 or 4.3 of this Order may be made by an adjustment to the rate, the introduction of a fuel increment or levy, or a direct reimbursement of money expended upon the increased cost of fuel.
- 4.5 In respect of contractual relationships governed by State or Territory industrial instruments, collective agreements or individual contracts, the adjustment of rates pursuant to any “rise and fall” rate adjustment mechanism for which any such instrument, agreement or contract provides will satisfy the obligations in clauses 4.1, 4.2 or 4.3 provided that this takes into account the increased cost of fuel and provides for cost recovery of this.

#### **5. Commencement, operation and cessation of this Order.**

- 5.1 This Order will take effect on 20 April 2026.
- 5.2 This Order prevails over any minimum standards order which takes effect while the obligations in clause 3 apply.

~~5.3 The obligations in clause 3 will cease to apply on the occurrence of the earlier of the following:~~

~~(a) the weekly average national terminal gate price for diesel, as measured in the weekly diesel price report of the Australian Institute of Petroleum, falls below \$2.00 per litre;~~

~~(b) six months from the date of the commencement of this Order.~~

***Proposed replacement of clause 5.3 as follows:***

The Order will be reviewed by the Fair Work Commission 3 months from its making and every 3 months thereafter.

**6. Dispute settlement**

6.1 This clause sets out the procedures to be followed in relation to disputes concerning the implementation or operation of Order.


6.2 The parties to the dispute must first try to resolve the dispute as between themselves.

6.3 If the dispute is unable to be resolved between the parties, a party to the dispute may refer the dispute to the Fair Work Commission.

6.4 The Fair Work Commission may use any method of dispute resolution it is permitted by the Act to use that it considers appropriate to resolve the dispute.

6.5 If the dispute is unable to be resolved, the Fair Work Commission may arbitrate the dispute with the consent of the parties.

6.6 Any party to a dispute may be represented by an industrial association at any stage of the dispute settlement process including in proceedings before the Fair Work Commission.


 March 22, 2026

## TRANSPORT FUEL PRICE TALKS TO CONTINUE THIS WEEK FOLLOWING TWU AND EMPLOYER APPLICATION TO FAIR WORK COMMISSION

An urgent Fair Work Commission (FWC) conference will take place this Wednesday to hear an application aiming to shield gig workers, owner drivers and transport businesses from surging fuel prices, by requiring transport clients to pay for increases.

The TWU and the peak transport employer body, the Australian Road Transport Industrial Organisation (ARTIO) have made the joint FWC application urging wealthy industry clients (including manufacturers, miners, retailers and gig companies) to commit to quickly modifying fuel cost payments to transport businesses, owner drivers and gig workers to keep workers safe, transport operations in business, and vital supplies moving efficiently around the country.

The conference will bring together dozens of transport employers, transport clients and gig platforms, using laws passed by the Albanese government enabling the entire transport industry to work towards solutions. With transport workers and businesses already under immense pressure and unable to absorb fuel increases themselves, the TWU and ARTIO are calling for industry clients to provide meaningful relief.

Already this year, **30 people** have died in truck crashes on Australian roads, including **9 truck drivers**, and transport company liquidations have shot up **48%** from the last year.

**The conference comes as several transport clients and gig platforms—after receiving notification of the FWC proceedings—put in place interim measures to address fuel spikes:**

- **Woolworths** has lifted the fuel levy drivers can charge, and increased the frequency of its fuel levy reviews from monthly to fortnightly
- **Coles** will also review its fuel levy for truck drivers every fortnight
- **Didi** has introduced a 5c per kilometre increase which will go directly to drivers
- **DoorDash** has introduced a similar measure but will fully absorb the costs itself
- **Uber** will not absorb the costs and has permanently increased fares for customers a decision which will see drivers earn an average of 6% more

The TWU is continuing discussions with these and multiple other clients of transport to work towards solutions that don't unfairly burden drivers and transport businesses which are least able to absorb skyrocketing fuel costs.

**TWU National Secretary Michael Kaine said:**

"The Albanese government's new laws in transport are allowing the industry to come together to find solutions to problems like the current fuel price spikes.

"We know there are some clients of transport out there doing what they can to ensure transport businesses and workers get through this crisis. We've now seen those like Woolworths, Coles and the gig platforms coming forward with initial steps to provide relief for those carrying out critical transport work. But we also know there are those telling drivers to go out and get a loan to cover their increasing petrol costs. If transport margins are down to the wire, safety and maintenance starts being squeezed as well people will



"We're calling on all industry participants to identify and quickly adopt effective fuel spike funding solutions through the Fair Work Commission process this week to keep workers safe, transport operations in business, and supplies moving around the country."

**Notes**

In 2024 the Albanese government amended the *Fair Work Act* to ensure the FWC had power to deal with pressures on workers and businesses in Road Transport. The FWC has the power to make Contract Chain Orders to ensure that the industry

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ECONOMY

## DoorDash offers drivers cash payments to help cover rising fuel prices

The temporary emergency relief program from DoorDash started on Saturday and will continue through to April 30, 2026, with DoorDash set to absorb the cost of the program.



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Australian DoorDash drivers will receive weekly cash payments from the delivery platform for the next five weeks, as soaring fuel prices continue to put pressure on gig economy workers.





## ACCC investigating major fuel suppliers as rural pumps run dry

The temporary emergency relief program from DoorDash started on Saturday and will continue through to April 30, 2026, with DoorDash set to absorb the cost of the program.

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It comes as fuel prices in Australia have risen by nearly 50c a litre since the **Middle East conflict** threw global energy markets into turmoil.

The DoorDash payments will be available to drivers who complete 100km or more in deliveries per week, with payments increasing on a sliding scale based on the distance travelled by drivers.

Drivers who travel between 100km and 150km while completing deliveries will receive \$5 per week, while those who travel more than 501km will receive \$25.

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Based on the weekly relief payment, the payments equate to approximately 5c saved per km of deliveries, up to 500km.



## DoorDash weekly fuel bonuses

Kilometres driven while dashing a week	Weekly relief (AUD)
100 – 150 km	\$5.00
151 – 200 km	\$7.50
201 – 250 km	\$10.00
251 – 300 km	\$12.50
301 – 350 km	\$15.00
351 – 400 km	\$17.50
401 – 450 km	\$20.00
451 – 500 km	\$22.50
501 km+	\$25.00

Source: DoorDash



**“All but destroyed”: Independent fuel business fears supply lockout**

In a statement provided to *SmartCompany*, DoorDash said the program is designed to help drivers on the platform, referred to as ‘dashers’, to offset the rising fuel costs and “keep more money in their wallet”.

“This program is about giving dashers immediate and meaningful relief — real money, real savings at the pump,” said Simon Rossi, vice president for the APAC region at DoorDash.

Michael Kaine, national secretary of the Transport Workers Union (TWU), said in the same statement that the union was pleased to see DoorDash drivers will receive the cash payments directly, without corresponding price increases for consumers.



“It’s important that we keep these discussions alive as the situation continues to evolve, and put in place fair solutions that don’t see workers bearing the brunt of fuel price spikes,” he said.

“We will continue working with DoorDash and the rest of the industry to call for solutions that work for everyone.”

The move by DoorDash comes after rideshare giant DiDi last week **increased its prices** in response to rising fuel costs, with consumers now charged an additional 5c per kilometre, which DiDi says will be passed on in full to drivers.

**According to the TWU**, Uber has permanently increased fares for Australian customers, which the union says will see drivers earn an average of 6% more for trips on the platform.

The TWU and the Australian Road Transport Industrial Organisation are set to meet with transport employers, transport clients and gig platforms this week to discuss the ongoing situation, as part of an urgent Fair Work Commission conference.

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## About the author

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Eloise is an experienced business journalist and editor, who has held senior editorial roles at SmartCompany since 2014. Prior to joining SmartCompany, Eloise was news editor at Books+Publishing, the trade press for the Australian book industry. Eloise has degrees in media and communications, marketing and business management, and political science. You can follow her on LinkedIn, and Twitter at @ellykeating.



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# D



## **Joint Statement: Uber and the Transport Workers' Union (TWU)**

**13 April 2026**

### **Attributable to Emma Foley, Managing Director, Uber Australia**

"Uber and the Transport Workers' Union (TWU) have been working closely together to address rising fuel costs for drivers. Following constructive discussions, Uber will introduce a temporary fuel surcharge to provide driver partners temporary relief in response to the current fuel crisis."

"Effective 15 April to 8 June 2026, a surcharge of five cents per kilometer will apply to all Uber trips nationwide, with 100% of this amount going directly to driver partners. This measure builds on the national fare update Uber introduced in March, which increased drivers earnings across Australia, and reflects Uber's continued focus on improving drivers earnings."

"Building on the landmark consent position reached in on-demand delivery, Uber and the TWU will now apply the same collaborative approach to expedite our negotiations for a minimum standards order for rideshare drivers."

### **Additional comment attributable to Michael Kaine, National Secretary, Transport Workers Union**

"Rideshare drivers have been struggling under skyrocketing fuel costs, and Uber's actions acknowledge this with meaningful cost relief."

"With a TWU application underway in the Fair Work Commission to lift standards across the rideshare industry, we will continue working with Uber and other platforms towards getting fair pay and conditions in place for rideshare workers as soon as possible."

On Background:

- This temporary surcharge is in addition to the national fare update implemented in March, which increased driver partner earnings by an average of 6% across Australia.
- Uber will continue to invest in initiatives like our [Uber Pro program](#), which offers discounts on fuel and EV charging, as well as other savings to help reduce expenses.



## Business

# DiDi raises prices in Australia to cover soaring petrol costs amid conflict in the Middle East

Other delivery and transport companies such as Uber, DoorDash and Australia Post are weighing whether to charge more

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## Luca Ittimani

Wed 18 Mar 2026 17.36 AEDT

 Prefer the Guardian on Google

Rideshare giant DiDi has raised its prices to cover [soaring petrol costs](#), becoming one of the first major companies after the airlines to charge Australian consumers more as a result of the conflict in the Middle East.

Uber, DoorDash and Australia Post were among the delivery and transport companies weighing whether to add charges, as small businesses hike fees.

DiDi customers across Australia from Wednesday started paying an extra 5c per kilometre, which the company said would be passed on in full to drivers.

The surcharge would cover the nearly 50c a litre rise in petrol prices since the US went to war on Iran, assuming a fuel economy of 10 litres per

100km for the typical trip.

DiDi trips in electric vehicles will also be subject to the surcharge, though their drivers are not incurring petrol costs. DiDi had introduced a fuel surcharge before, of 3c per kilometre back in 2022, when the pause on the fuel excise was lifted, DiDi Australia's head of external affairs, Dan Jordan, said.

"We recognise the ongoing pressure that rising fuel prices are placing on our drivers across Australia, with higher costs at the pump directly affecting their ability to earn on the platform," Jordan said.

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Uber was yet to announce a surcharge, leaving Uber and Uber Eats delivery drivers out of pocket for higher fuel costs. An Uber spokesperson said the company recognised the costs on workers.

"Uber is actively monitoring conditions as they evolve and regularly reviews ways to support driver partners and delivery people," the spokesperson said.

"We are always looking for ways we can continue to support them."

Food delivery platform DoorDash was expected to soon announce support for its drivers and deliverers, with a spokesperson saying the company was "actively working through options".

Australia Post will release its fixed petrol surcharge for May in coming days, affecting online shoppers and e-commerce businesses.

April's surcharge was set at 4.8%, the lowest level since May 2022, two weeks before war broke out. While Australia Post declined to share how high the new surcharge would be, the oil and petrol price spike of 2022 pushed the surcharge to 12% on transactions.

"This is a very fluid situation that we are carefully assessing and monitoring, and we will continue to keep our customers updated," a spokesperson said.

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