SCHEDULE 1

TRAIN SERVICE ENTITLEMENTS

PART 1 TRAIN SERVICE DESCRIPTION

1.1 Train Service Characteristics

The following tables define the characteristics of Train Services which characteristics shall form part of the Train Service Description.

Commodity: **Coal**
Sectional Run Times: **See Clause 1.2**
Special Operating Restrictions: **See Clause 1.5**

System:

Origin	Destination	Distance (km)	~~Average~~ Time at Origin Loading Facility (hrs)

Notes: Origin is denoted as the mine and/or QR Network terms for the location at which the mine loads Trains
Train Services run loaded between Origin and Destination and empty between Destination and Origin.
~~Average time at Loading Facility is measured on a monthly basis~~

For Train Services with the above characteristics, the ~~average~~ time at the Destination unloading facility is as per the following table.

Destination Unloading Facility	~~Average~~ Time at Destination Unloading Facility (hrs)

~~Notes: Average time at unloading facility is measured on a monthly basis.~~

For Train Services with the above characteristics, the average ~~time~~Time at Depot and the ~~average~~ Other Dwell Time are as per the following table:

System	~~Average~~ Time at Depot (hrs)	~~Average~~ Other Dwell Time (hrs)

1.2 Sectional Running Times

The Sectional Running Times to be achieved by coal system Trains are set out in Table 1.2 below:

Table 1.2 -Sectional Running Times:

From	To	Sectional Running Time	
		Direction Empty (minutes)	Direction Loaded (minutes)

Note: A Diagram illustrating the location of each Section can be found in **Schedule 2**.

[Access Holder to provide details of Sectional Running Times]

1.3 Train Service Levels

The number of Nominated Weekly Train Services for the relevant coal system Train that QR Network will provide to the Access Holder from the Commitment Date are set out in Table 1.3 below:

Table 1.3: Train Service Levels

Service Levels	No. of Train Services
Nominated Weekly Train Services [1]	
Nominated Monthly Train Services [1] **(31 days)**	
Nominated Monthly Train Services [1] **(30 days)**	
Nominated Monthly Train Services [1] **(29 days)**	
Nominated Monthly Train Services [1] **(28 days)**	
Nominated Annual Train Services [1]	

~~1~~1 NB: A Train Service is a One Way Train Service

The above Train Service Levels will be converted into timetables using the process referred to in paragraph 2.2(i) of the Scheduling Principles set out in **Schedule 10**.

1.4 Transit Times

~~The transit times applicable to a Train Service for each Origin/Destination combination by system are:~~

- ~~The sum of the Sectional Running Times as per Table 1.2 for the Sections over which the Train Service operates multiplied by the following applicable factors:~~

The target Average Below Rail Transit Time Factor is set out below:

~~Coal~~	~~Average Transit Time (hrs)~~	~~Maximum Transit Time (hrs)~~
~~Empty Direction~~		
~~Loaded Direction~~		

Coal	Target Average Below Rail Transit Time Factor (%)

1.5 Special Operating Restrictions

In scheduling Train Services in accordance with the Network Management Principles, QR Network will comply with the following special operating restrictions:

[Specific operating restrictions to be agreed]

1.6 Cycle Description

With the following exceptions, the Train Services Cycle description is the most direct route over the Nominated Network between the Origins and Destinations and Destinations and Origins (as described in Paragraph 1.1).

Note: Where there is duplicated Track or multiple roads (eg yards), QR Network will have the ability to schedule the Train over any of the Tracks or roads.

Exceptions

[To be agreed]

1.7 Stowage

[To identify any agreed short term Stowage requirements additional to that provided in the relevant Reference Tariff Schedule]

1.8 Permitted Movements on the Nominated Network

[To detail any permitted Train Movements by the Operator on the Nominated Network other than direct corridor travel of the Train Service in accordance with the specified Sectional Running Times and Dwell Times]

~~**1.9 Agreed Exit Threshold and Agreed Deterioration Threshold**~~

~~**Agreed Exit Threshold:**~~

~~**Agreed Deterioration Threshold:**~~

SCHEDULE 2
NOMINATED NETWORK

PART 1 EXTENT OF NOMINATED NETWORK

For the purposes of this Agreement the Nominated Network on which the Access Holder will be entitled to operate Train Services will be described by a combination of diagram and/or table but does not include freight terminals, railway stations, passenger facilities, workshops or maintenance depots (including provisioning facilities).

[Diagram/table to be inserted as applicable]

PART 2 PARTS OF NOMINATED NETWORK SUBJECT TO CLAUSE 18.5

The following line sections to the extent they form part of the Nominated Network as specified in Part 1 of this **Schedule 2** will be subject to the provisions of Clause 18.5 of the Agreement:

[To be inserted if applicable]

PART 3 TRAIN CONTROL CENTRES AND SIGNAL CABINS

The movement of the Access Holder's Trains while on the Nominated Network will be controlled by the Train Control centres and signal cabins as follows:

[Diagram to be inserted]

PART 4 PARTS OF THE NOMINATED NETWORK SUBJECT TO CLAUSE 16.1(a)(iii)

[To be inserted if applicable]

PART 5 LAND IN WHICH OTHER PARTIES HAVE AN INTEREST (Clause 22.18)

[To be inserted if applicable]

PART 6 WEIGHBRIDGES AND OVERLOAD DETECTORS (Clause 2.7)

A. WEIGHBRIDGES CERTIFIED FOR BILLING PURPOSES:

Location	Owner/Operator	Weighbridge "In Motion Trade Certificate" Electronic Weighing and Billing

The tolerances are those required to achieve certification.

B. AGREED OPERATIONAL WEIGHBRIDGES AND OVERLOAD DETECTORS

Location	Owner/Operator	Tolerance
		+/- (x)%

SCHEDULE 3
CALCULATION OF ACCESS AND OTHER CHARGES

PART 1 BASE ACCESS CHARGES

1.1 Table 1.1 below defines the seven elements of the Base Access Charges that are used to calculate the Access Charge payable by the Access Holder to QR Network for each Train Service:

Table 1.1: Base Access Charge ~~and X Factors~~

			Base Access Charge	~~X Factors~~
Train Service				
Origin				
Destination				
Incremental Maintenance Tariff	($/'000 Gtk)	AT_1		~~0~~
Incremental Capacity Tariff	($/ One Way Train Service)	AT_2		~~0~~
Allocated Tariff 1	($/'000 Ntk)	AT_3		~~0~~
Allocated Tariff 2	($/net tonne)	AT_4		~~0~~
Electric Tariff	($/'000 Gtk)	AT_5		~~0~~
Electric Energy Charge	($/'000 Gtk)	EC		~~0~~
QCA Levy	($/net tonne)	QL		

1.2. The elements of the Base Access Charge will be escalated ~~in accordance with Part 4 of this Schedule 3.~~on the Escalation Date .

~~**1.3** Table 1.1 above defines the X Factors and Table 1.2 below defines the First Escalation Dates to be used in escalating the Base Access Charge elements pursuant to Clause 4.1 of this Schedule 3.~~

The First Escalation Date is the first date that is twelve (12) Months after the most recent Review Date and each subsequent Escalation Date shall be twelve (12) Months after the previous Escalation Date where no Review Date has occurred in the twelve (12) Month period.

~~**Table 1.2: First Escalation Date for Escalation**~~

~~Train Service~~	~~Origin~~	~~Destination~~	~~First Escalation Date~~
~~Train Service~~	~~Origin~~	~~Destination~~	

PART 2 RELEVANT OPERATING PARAMETERS

2.1 The calculation of Gtk, Ntk and net tonnes for application with the Base Access Charges in Part 5 of this Schedule shall be as detailed in this Part 2.

2.2 The gross tonnes for each individual Train Service operated will be the sum of:

(a) the maximum gross mass as specified in **Schedule 4** for each locomotive comprising the Train Service;

(b) the mass determined at any Weighbridge located adjacent to the loading facilities for each loaded or partly loaded Wagon comprising the Train Service;

(c) where there is no Weighbridge located adjacent to the loading facility or that Weighbridge has malfunctioned the mass determined at the closest Weighbridge to the loading facility located en route for each loaded or partly loaded Wagon comprising the Train Service;

(d) where all Weighbridges en route have malfunctioned, the average mass for loaded Wagons of that class of Wagon determined for all Trains operated of the same Train Service type in the most recent Month during the previous twelve (12) Months for which a Weighbridge was functioning for the entire Month for each loaded or partly loaded Wagon comprising the Train Services provided such data is available; or

(e) where there are no Weighbridges located en route between the Origin and Destination or no data is available pursuant to paragraph (d) of this Clause the maximum gross mass as specified in **Schedule 4** for each loaded or partly loaded Wagon comprising the Train Service;

(f) the tare mass as specified in **Schedule 4** for each empty Wagon comprising the Train Service; and

(g) for all other Rollingstock, the maximum gross mass specified in **Schedule 4** for each item of such Rollingstock comprising the Train Service.

2.3 The Gtk for each individual Train Service operated shall be the gross tonnes for the Train Service as calculated in Clause 2.2 of this Schedule multiplied by the distance specified in Table 1.1 of **Schedule 1** for the relevant Train Service.

2.4 The net tonnes for each individual Train Service operated shall be the gross tonnes as calculated in Clause 2.2 of this Schedule less the sum of:

(a) the maximum gross mass as specified in **Schedule 4** for each locomotive comprising the Train Service;

(b) the tare mass as specified in **Schedule 4** for each Wagon comprising the Train Service; and

(c) for all other Rollingstock, the tare mass specified in **Schedule 4** for each item of such Rollingstock comprising the Train Service.

2.5 The Ntk for each individual Train Service operated shall be the net tonnes for the Train Service as calculated in Clause 2.4 of this Schedule multiplied by the distance specified in Table 1.1 of **Schedule 1** for the relevant Train Service.

PART 3 REVIEW DATE

3.1 Review Date

3.1.1 The Parties acknowledge that the Base Access Charge elements have been agreed by reference to the relevant Reference Tariffs in place at the time and that the methodology for calculating Take or Pay shall be in accordance with QR Network's Access Undertaking applicable at that time.

3.1.2 For the purposes of this **Schedule 3 t**he Review Dates shall be the first day of the Month ~~immediately following the Month~~ in which the renewed or varied Reference Tariff Schedule and/or renewed or varied Take or Pay methodology relevant to the Train Services ~~has been renewed or varied, or the Reference Tariff relevant to the Train Services has been adjusted or varied, in accordance with QR's Access Undertaking.~~is intended to apply from in accordance with QR Network's Access Undertaking. Where such date is prior to the date when the renewed or varied Reference Tariff Schedule and/or renewed or varied Take or Pay methodology relevant to the Train Services are published or otherwise advised ("**Advice Date**"), then the Parties will account to one another accordingly for the period between the Review Date and the Advice Date.

3.2 Review of Charges

3.2.1 For each Train Service type the Base Access Charge elements, the ~~X Factors, the First Escalation Date~~Take or Pay methodology and, where necessary, any other elements of this Schedule 3 will be reviewed on each Review Date.

3.2.2 For each Train Service type QR Network will advise the Access Holder in writing of the Base Access Charge elements, the ~~X Factors, the First Escalation Date~~Take or Pay methodology and any other changes to this **Schedule 3** to apply from each Review Date within 14 days of the latter of the Review Date or the date on which the QCA endorses the relevant renewal or variation. In determining any variations, QR Network will have regard to:

(a) the new or varied relevant Reference Tariffs and/or Take or Pay methodology;

(b) the differences between the relevant Train Service and the Reference Train Service defined in the relevant Reference Tariff Schedule;

(c) other related factors in the relevant Reference Tariff Schedule and/or Take or Pay methodology; and

(d) QR Network's Access Undertaking.

3.2.3 If the Access Holder does not accept some or all of the variations advised pursuant to Clause 3.2.2 of this Schedule, the Access Holder must give QR Network notice within 14 days of receipt of notice of the variations.

3.2.4 The Parties will negotiate in good faith to attempt to agree any new Base Access Charge elements, ~~X Factors, First Escalation Date~~Take or Pay methodology and/or other changes to this Schedule for which the Access Holder has given notice pursuant to Clause 3.2.3 of this Schedule.

3.2.5 If the Parties have not agreed the new Base Access Charge elements, ~~X Factors, First Escalation Date~~Take or Pay methodology and/or other changes to this Schedule within thirty (30) days of the relevant Review Date, either Party may refer the determination of the new Base Access Charge elements, ~~X Factors, First Escalation Date~~Take or Pay methodology and/or other changes to this Schedule to an expert in accordance with Clause 3.3 of this Schedule.

3.2.6 Unless and until agreement is reached or a determination is made pursuant to Clause 3.2 of this Schedule, the Base Access Charge elements, ~~X Factors, First Escalation Date~~Take or Pay methodology and/or any other relevant provision of this Schedule prevailing as at the Review Date shall continue to be utilised to determine the amount of Access Charges payable by the Access Holder. If any change in the Base Access Charge elements, ~~X Factors or First Escalation Date~~Take or Pay methodology or any relevant provision of this Schedule is subsequently agreed or determined then the revised Base Access Charges, ~~Escalation Factor or First Escalation Date~~Take or Pay methodology or any relevant provision of this Schedule will apply from the relevant Review Date and the Parties will account to one another accordingly.

3.3 Expert Review

3.3.1 This Clause 3.3 only applies where the Base Access Charge elements, ~~X Factors, First Escalation Date~~Take or Pay methodology and/or any other changes to this Schedule are referred to an expert for review pursuant to Clause 3.2 of this **Schedule 3**.

3.3.2 Where a matter is to be referred to an expert pursuant to Clause 3.2 of this Schedule, the matter must be referred for determination by a person:

(a) who is appointed by the Parties, or in default of such appointment within fourteen (14) days after either Party giving notice in writing to the other Party requiring the appointment of an expert then that person is to be nominated at either Party's request by the President for the time being of the Australian Society of Certified Practising Accountants;

(b) who has appropriate qualifications and practical experience having regard to the nature of the matter in dispute;

(c) who has no interest or duty which conflicts or may conflict with his function as expert, he being required to fully disclose any such interest or duty by written notice to the Parties before his appointment;

(d) who is not an employee of the Access Holder, Operator or QR Network or of a Related Body Corporate of any of them;

(e) who shall not be permitted to act until he has given written notice to both Parties that he is willing and able to accept the appointment; and

(f) who shall be deemed to be and shall act as an expert and not an arbitrator and the law relating to arbitration including without limitation, the *Commercial Arbitration Act 1990* (Qld) shall not apply to him or his determination or the procedures by which he may reach his determination.

3.3.3 QR Network will provide the expert with documentation to support the QR Network determination of the Base Access Charge elements, ~~X Factors, First Escalation Date~~Take or Pay methodology and/or any other changes to this Schedule. The expert may request any other documentation from either Party or any other party as it sees fit in order to determine the outcome of the dispute.

3.3.4 The expert shall be required to undertake to keep confidential all matters coming to its knowledge by reason of the expert's appointment and performance of its duties, other than that already in the public domain. The expert shall not include such information in its reasons for reaching the determination.

3.3.5 The expert shall review the QR Network documentation and either:

(a) uphold the QR Network Base Access Charge elements, ~~X Factors and/or First Escalation Date~~Take or Pay methodology and/or any other changes to this Schedule proposed by QR Network; or

(b) where the expert believes the QR Network provided Base Access Charge elements, ~~X Factors, First Escalation Date~~Take or Pay methodology and/or any other changes to this Schedule have not been determined consistent with QR Network's Access Undertaking and the relevant Reference Tariff Schedule, the expert shall seek to reach agreement with QR Network as to, and failing agreement shall determine, appropriate Base Access Charge elements, ~~X Factors, First Escalation Date~~Take or Pay methodology and/or any other changes to this Schedule, having regard to:

(i) the new relevant Reference Tariffs and/or Take or Pay methodology;

(ii) the differences between the relevant Train Service and the Reference Train Service defined in the relevant Reference Tariff Schedule;

(iii) other related factors in the relevant Reference Tariff Schedule and/or Take or Pay methodology; and

(iv) QR Network's Access Undertaking.

3.3.6 The expert will report its findings to QR Network and the Access Holder and the reasons for such assessment.

3.3.7 In the absence of manifest error, the decision of the expert shall be final and binding upon the Parties.

3.3.8 The costs of the expert and any advisers to the expert shall be borne by:

(a) the Access Holder in the event that the expert does not adjust the Base Access Charge elements, ~~X Factors, First Escalation Date~~Take or Pay methodology and/or any other changes to this Schedule most recently proposed by QR Network prior to referral to the expert;

(b) QR Network in the event that the Base Access Charge elements, ~~X Factors, First Escalation Date~~Take or Pay methodology and/or any other changes to this Schedule are varied from those most recently proposed by QR Network prior to referral to the expert; or

(c) in such other proportion as the expert considers appropriate.

PART 4 ESCALATION FORMULA

4.1 Unless otherwise agreed between the Parties, the Base Access Charge elements, except the QCA Levy, and any other charges specified as being subject to escalation will escalate on each Escalation Date from and including the First Escalation Date, in accordance with the following formula:

$BAC_n = BAC_{n-1} * ~~(~~CPI_n / CPI_{n-1} ~~- X)~~$

Where:

BAC_n means the escalated value of the relevant Base Access Charge element or other charge for the purpose of calculating Access Charges and other charges payable under this Agreement pursuant to Part 5 of this Schedule;

BAC_{n-1} means the escalated value of the relevant Base Access Charge element or other charge applied prior to the relevant Escalation Date or in the case of Access Charges at the First Escalation Date means the relevant Base Access Charge element shown in Table 1.1;

~~X means the X Factors shown in Table 1.1 for the relevant Base Access Charge element and is zero for all other charges;~~

CPI_n means the Consumer Price Index Brisbane (Australian Bureau of Statistics Publication No.6401.0), as first published, for the Quarter the midpoint of which is 6 months prior to the midpoint of the Quarter commencing on the Escalation Date for which the variable BAC_n is being determined;

CPI_{n-1} means the Consumer Price Index Brisbane (Australian Bureau of Statistics Publication No.6401.0), as first published, for the Quarter the midpoint of which is ~~9~~18 months prior to the midpoint of the Quarter commencing on the Escalation Date for which the variable BAC_n is being determined.

4.2 Review of Consumer Price Index

4.2.1 If in the reasonable opinion of QR Network or the Access Holder the Consumer Price Index used for the purposes of the escalation formula specified in Clause 4.1 of this Schedule:

(a) is altered in a material way;
(b) ceases to be published; or
(c) ceases to be published at sufficiently regular intervals or is likely to cease to be published at sufficiently regular intervals for the purpose of the formula in Clause 4.1 of this Schedule,

then QR Network or the Access Holder (as the case may be) shall notify the other Party in writing of such opinion.

4.2.2 Upon such notice being given, the Parties will negotiate with a view to agreeing to vary the application of the Consumer Price Index or to adopting an alternative or alternatives to the Consumer Price Index and failing agreement within forty five (45) days of such notice being given then the matter shall be referred to an expert in accordance with Clause 17.3 of the Agreement.

4.2.3 If the dispute is resolved after the next Escalation Date, the Parties agree to retrospectively adjust any Access Charges invoiced since that date to be consistent with the outcome of the dispute resolution.

PART 5 CALCULATION OF INVOICE FOR ACCESS

5.1 The amount of the invoice for charges payable by the Access Holder under this Agreement for the relevant Billing Period shall be calculated in accordance with the following formula:

$$TC = AC * (1 + GST) + G$$

Where

TC is the total amount of charges payable by the Access Holder for the relevant Billing Period;

AC is the sum of the Access Charges payable for the relevant Billing Period in respect to each Train Service type where the Access Charges payable for each Train Service shall equal the sum of IM, ICC, ALT1, ALT2, ET, EE, QL, and ATP for each Train Service type;

IM is the incremental maintenance charge for the relevant Billing Period for the relevant Train Service type which is calculated by the formula:

$(AT_1 * GTK) / 1000$

Where

AT_1 is the amount specified as AT_1 in Table 1.1 of this Schedule for the relevant Train Service type as escalated for the relevant Billing Period; and

GTK is the sum of the Gtk for all relevant Train Services (loaded and empty) operated for the relevant Billing Period on the basis of the Gtk for each individual Train Service operated being determined in accordance with Clause 2.3 of this Schedule;

ICC is the incremental capacity charge for the relevant Billing Period for the relevant Train Service type which is calculated by the formula:

$AT_2 * NTS$

Where

AT_2 is the amount specified as AT_2 in Table 1.1 of this Schedule for the relevant Train Service type as escalated for the relevant Billing Period; and

NTS is the number of relevant individual Train Services operated for the relevant Billing Period;

ALT1 is the Ntk allocated charge for the relevant Billing Period for the relevant Train Service type which is calculated by the formula:

$(AT_3 * NTK) / 1000$

Where

AT_3 is the amount specified as AT_3 in Table 1.1 of this Schedule for the relevant Train Service type as escalated for the relevant Billing Period; and

NTK is the sum of the Ntk of all relevant Train Services (loaded and empty) operated for the relevant Billing Period on the basis of the Ntk for each individual Train Service operated being determined in accordance with Clause 2.5 of this Schedule;

ALT2 is the net tonne allocated charge for the relevant Billing Period for the relevant Train Service type which is calculated by the formula:

$AT_4 * NT$

Where

AT_4 is the amount specified as AT_4 in Table 1.1 of this Schedule for the relevant Train Service type as escalated for the relevant Billing Period; and

NT is the sum of the net tonnes of all relevant Train Services (loaded and empty) operated for the relevant Billing Period on the basis of the net tonnes for each individual Train

Service operated being determined in accordance with Clause 2.4 of this Schedule;

ET is the electric traction charge for the relevant Billing Period for the relevant Train Service type which is calculated by the formula:

$(AT_5 * eGTK) / 1000$

Where

AT_5 is the amount specified as AT_5 in Table 1.1 of this Schedule for the relevant Train Service type as escalated for the relevant Billing Period; and

eGTK is the sum of the Gtk of all relevant electric locomotive hauled Train Services (loaded and empty) operated for the relevant Billing Period on the basis of the Gtk for each individual electric locomotive hauled Train Service operated being determined in accordance with Clause 2.3 of this Schedule.

EE is the electric energy usage charge for the relevant Billing Period for the relevant Train Service type which is calculated by the formula:

(EC * eGTK) / 1000

Where

EC is the amount specified as EC in Table 1.1 of this Schedule for the relevant Train Service type as escalated for the relevant Billing Period; and

eGTK is the sum of the Gtk of all relevant electric locomotive hauled Train Services (loaded and empty) operated for the relevant Billing Period on the basis of the Gtk for each individual electric locomotive hauled Train Service operated being determined in accordance with Clause 2.3 of this Schedule.

QL is the QCA Levy charge for the relevant Billing Period for the relevant Train Service type which is calculated by the formula:

QL * NT

Where

QL is the amount specified as QL in Table 1.1 of this Schedule for the relevant Train Service type as escalated for the relevant Billing Period; and

NT is the sum of the net tonnes of all relevant Train Services (loaded and empty) operated for the relevant Billing Period on the basis of the net tonnes for each individual Train Service operated being determined in accordance with Clause 2.4 of this Schedule;

ATP[1] is the annual take or pay charge for the relevant Train Service type, calculated for:

(a) for that part of the first Year following the Commitment Date until 30 June, all Billing Periods from the Commitment Date up to and including the Billing Period commencing 1 June;

(b) the twelve (12) Billing Periods during a full Year commencing 1 July; or

(c) for a Year commencing on 1 July and ending on the date of expiry or termination of this Agreement, the twelve (12) Months commencing when that Year commences,

but applied only in the last Billing Period of the period identified in (a) or (b) above or in the case of (c) above, where the last day of the Year is not 30 June, on the first 30 June following the last day of that Year (which is the relevant Billing Period for the purposes of this calculation), and shall be, subject to ATP not being less than zero:

(d) if SGtkY >= (FGtkY – ~~QRGtkY~~QR NetworkGtkY), zero;

(e) if TR >= SAR, zero;

(f) if TR < SAR and TATP > MTPA, TPA; or

(g) otherwise, ATPY,

Where:

SGtkY is the System Gtk for the period identified in (b) or (c) above;

FGtkY is the Forecast Gtk for the period identified in (b) or (c) above;

~~QRGtkY~~QR NetworkGtkY is the System Gtk that would have been achieved solely due to coal carrying Train Services that were unable to operate in the period identified in (b) or (c) above directly as a result of a QR Network Cause; and

TR subject to Clause 5.2 of this **Schedule 3**, is the Total Actual Revenue for $AT_{2\text{-}4}$ for the Individual Coal System ~~Infrastructure~~ to which this Agreement relates for the relevant Year less the aggregate amount of Take or Pay for the relevant Year that QR Network would be entitled to earn from all Access Agreements in relation to that Individual Coal System ~~Infrastructure~~ executed or renewed on or after the Commencing Date (other than New Access Agreements entered as part of transferring Access Rights from Access Agreements entered as part of transferring Access Rights from Access Agreements in place on the day immediately

[1] This formula for ATP assumes that, for a Train Service operating in the Central Queensland Coal Region, the Train Service operates within an single Individual Coal System. If a Train Service operates in the Central Queensland Coal Region and requires access to more than one Individual Coal System ("Cross System Train Service"), the calculation of ATP will involve calculating a separate ATP for that Train Service for each Individual Coal System and then aggregating those separate amounts. If the Train Service is a Cross System Train Service, QR Network may vary the formula of ATP to reflect this.

prior to the Commencing Date pursuant to Paragraph 7.4.4(f) of QR Network's Access Undertaking);

SAR — subject to Clause 5.2 of this **Schedule 3**, is the System Allowable Revenue for AT_{2-4} for the Individual Coal System ~~Infrastructure~~ to which this Agreement relates for the relevant Year;

MTPA — is the amount by which SAR exceeds TR;

TATP — subject to Clause 5.2 of this **Schedule 3**, is the aggregate amount of Take or Pay that QR Network would be entitled to earn from all Access Agreements executed or renewed on or after the Commencing Date (other than New Access Agreements entered as part of transferring Access Rights from Access Agreements in place of the day immediately prior to the Commencing Date pursuant to Paragraph 7.4.4(f) of QR Network's Access Undertaking) in relation to the Individual Coal System ~~Infrastructure~~ to which this Agreement relates for the relevant Year;

TPA — is calculated by the formula:

MTPA * (ATPY / TATP)

ATPY — is calculated by the formula:

AT_2 * (CNTSY - ~~QRNTSY~~QR NetworkNTSY - NTSY) + AT_3 * (CNTKY - ~~QRNTKY~~QR NetworkNTKY- NTKY) + AT_4 * (CNTY - ~~QRNTY~~QR NetworkNTY - NTY)

Where:

AT_2 — is the amount specified as AT_2 in Table 1.1 of this Schedule for the relevant Train Service type as escalated for the relevant Billing Period;

CNTSY — is the sum of the NTS (as defined above) that would have been determined for the period identified in (a), (b) or (c) above, had all the relevant Train Services that the Access Holder was entitled to operate in the relevant period under **Schedule 1** been operated;

~~QRNTSY~~QR NetworkNTSY — is the sum of the NTS (as defined above) that would have been determined for the period identified in (a), (b) or (c) above, solely due to those relevant Train Services that were unable to operate directly as a result of a QR Network Cause;

NTSY — is the number of the relevant individual Train Services operated for the relevant Year identified in (a), (b) or (c) above;

AT_3 — is the amount specified as AT_3 in Table 1.1 of this Schedule for the relevant Train Service type as escalated for the relevant Billing Period (including any applicable System Premium or System Discount);

CNTKY is the sum of the Ntk that would have been determined for the period identified in (a), (b) or (c) above, had all the relevant Train Services (loaded and empty) that the Access Holder was entitled to operate in the relevant period under **Schedule 1** been operated and where Ntk is determined by identifying CNTSY for loaded Train Services (as defined above) multiplied by a nominal net tonnes per loaded Train Service as reasonably determined by QR Network multiplied by the distance specified in Table 1.1 of **Schedule 1** for the relevant Train Service;

~~QRNTKY~~QR NetworkNTKY is the sum of the Ntk that would have been determined for the period identified in (a), (b) or (c) above, solely due to those relevant Train Services that were unable to operate directly as a result of a QR Network Cause where Ntk is determined by identifying ~~QRNTSY~~QR NetworkNTSY for loaded Train Services (as defined above) multiplied by a nominal net tonnes per loaded Train Service as reasonably determined by QR Network multiplied by the distance specified in Table 1.1 of **Schedule 1** for the relevant Train Service;

NTKY is the sum of the Ntk of all relevant Train Services (loaded and empty) operated for the relevant Year identified in (a), (b) or (c) above on the basis of the Ntk for each individual Train Service operated being determined in accordance with Clause 2.5 of this Schedule;

AT_4 is the amount specified as AT_4 in Table 1.1 of this Schedule for the relevant Train Service type as escalated for the relevant Billing Period;

CNTY is the sum of the Nt that would have been determined for the period identified in (a), (b) or (c) above, had all the relevant Train Services (loaded and empty) that the Access Holder was entitled to operate in the relevant period under **Schedule 1** been operated and where Nt is determined by identifying CNTSY for loaded Train Services (as defined above) multiplied by a nominal net tonnes per loaded Train Service as reasonably determined by QR Network for the relevant Train Service;

~~QRNTY~~QR NetworkNTY is the sum of the Nt that would have been determined for the period identified in (a), (b) or (c) above, solely due to those relevant Train Services that were unable to operate directly as a result of a QR Network Cause where Nt is determined by identifying ~~QRNTSY~~QR NetworkNTSY for loaded Train Services (as defined above) multiplied by a nominal net tonnes per loaded Train Service as reasonably

determined by QR Network for the relevant Train Service; and

NTY is the sum of the net tonnes of all relevant Train Services (loaded and empty) operated for the relevant Year identified in (a), (b) or (c) above on the basis of the net tonnes for each individual Train Service operated being determined in accordance with Clause 2.5 of this Schedule.

GST is the rate of GST (expressed as a decimal) applicable at the time the supply is made; and

G is the sum of any other amount due and payable under this Agreement including charges for GST not already factored in by the formula for AC including, but not limited to, payment for Ancillary Services, interest, Overload Charges, Adjustment Charges, payment for ad-hoc Train services not calculated in AC above, performance payments from **Schedule 1** or **Schedule 5** and any adjustments (positive or negative).

5.2 For the purposes of the definitions of TR, SAR and TATP, each of the following terms has the meaning given to that term in QR Network's Access Undertaking as at the date of this Agreement (including, for the avoidance of doubt, where that term is defined in Schedule F of QR Network's Access Undertaking):

(a) Access Agreement;

(b) Access Rights;

(c) AT_{2-4};

(d) Commencing Date;

(e) Individual Coal System ~~Infrastructure~~;

(f) New Access Agreement;

(g) Take or Pay;

(h) Total Actual Revenue;

(i) Train Service;

(j) System Allowable Revenue; ~~and~~

(k) System Premium;

(l) System Discount; and

(m) Year.

For the purposes of the definitions of TR and TATP, the amount of Take or Pay that QR Network is entitled to earn will be calculated in accordance with Subclause 2.2.6, Part B, Schedule F of QR Network's Access Undertaking as at the date of this Agreement.

5.3 For the purposes of this **Schedule 3** a Train Service is a One Way Train Service.

5.4 A Train Service shall be deemed to commence at that time nominated by QR Network in accordance with its information systems in use at the time.

PART 6 OVERLOAD CHARGES

Overload Charges will be levied at the rate specified in the relevant Load Variation Table published by QR Network from time to time. The method of calculation and required payment method for Overload Charges will be advised.

PART 7 ADJUSTMENT CHARGES

Adjustment Charges will be applied as approved by the QCA, from time to time, and as determined, in accordance with QR Network's Access Undertaking.

SCHEDULE 4

AUTHORISED ROLLINGSTOCK AND ROLLINGSTOCK CONFIGURATIONS

Clause 5.9

PART 1 AUTHORISED ROLLINGSTOCK

The Access Holder must provide a certificate from a suitably qualified person as per clause 5.9, certifying that the Rollingstock is compliant with the Interface Risk Management Plan (including the Rollingstock Interface Standards), or if non-compliances exist, can be operated to an acceptable level of risk by implementing the relevant controls in the Interface Risk Management Plan. Other controls listed in the Interface Risk Management Plan relevant to the compatibility of Rollingstock with the Network must also be implemented in order to gain authorisation.

Derivatives of generic classes of Rollingstock that are operated from time to time may also be covered by that Rollingstock's certification provided that the operating characteristics or safety aspects of the derivative Rollingstock are not materially different to the certified Rollingstock.

The Operator is authorised to use the classes of Rollingstock nominated in the Train Route Acceptance Certificates (annexed hereto as Annexure 'A') on the route/s specified on the Train Route Acceptance Certificates or a valid authority to travel.

The Operator must document the interface characteristics of the Rollingstock in the certificate of compliance.

Upon receipt of the above certifications, QRNetwork will authorise the Rollingstock by recording the Rollingstock details in the Vizirail rollingstock database including the individual Rollingstock numbers.

~~1.1 The following Rollingstock is authorised for operation on the Nominated Network subject to continued compliance with the criteria detailed for each respective item of Rollingstock.~~ Inclusion in this Part 1 is not sufficient for operation on the Nominated Network (or any other ~~part~~parts of the Infrastructure) and specific authorisation for the Rollingstock in this Part 1 as part of a Rollingstock Configuration in Part 2 is required prior to any operation of Train Services.

~~**LOCOMOTIVES:**~~

~~**Class**~~	
~~**Type**~~	
~~**Locomotive Identification Numbers**~~	
~~**Electric or diesel**~~	
~~**Vehicle Length over Coupling Centres**~~	
~~**Gross Mass**~~	
~~**Maximum Axle Load**~~	
~~**Axle Configuration**~~	
~~**Clearance Category**~~	
~~**Maximum Speed**~~	
~~**Total brake force empty (kN) including method of measurement or calculation**~~	
~~**Total brake force loaded (kN) including method of measurement or calculation**~~	
~~**Handbrake/park brake force (kN) including method of measurement or calculation**~~	
~~**Brake block or disc pad type**~~	
~~**Drawgear capacity**~~	

~~Driver Cabs~~	
~~Driver Stations per Cab~~	
~~Brakes (26L equiv.)~~	
~~Dynamic Brake~~	
~~Train Radio~~	
~~Fuel Capacity~~	
~~General Arrangement Diagram Number~~	
~~Compatible with Safeworking DTC/RCS~~	
~~Notes and Conditions~~	
~~Other~~	

~~WAGONS:~~

~~Class~~				
~~Type~~				
~~Wagon ID Number~~				
~~Vehicle Length over Coupling Centres~~				
~~Maximum Gross Mass~~				
~~Maximum Allowable Gross Tonnage~~				
~~Maximum Desirable Gross Tonnage~~				
~~Tare Mass~~				
~~Payload~~				
~~Maximum Axle Load~~				
~~Type of payload (eg dangerous goods)~~				
~~Total brake force empty (kN) including method of measurement or calculation~~				
~~Total brake force loaded (kN) including method of measurement or calculation~~				
~~Handbrake/park brake force (kN) including method of measurement or calculation~~				
~~Brake block or disc pad type~~				
~~Drawgear capacity~~				
~~Clearance Category~~				
~~Maximum Speed Empty~~				
~~Maximum Speed Loaded~~				
~~Drawgear Type~~				
~~General Arrangement Daigram Number~~				
~~Notes and Conditions~~				

~~**Other**~~				

PART 2 AUTHORISED ROLLINGSTOCK CONFIGURATIONS

~~2.1~~ ~~The following Rollingstock Configurations for Train Services have been authorised for use on the Nominated Network subject to compliance with the criteria detailed below:~~

The Access Holder must provide a certificate from a suitably qualified person as per clause 5.9, certifying that the Rollingstock Configurations are compliant with the Interface Risk Management Plan (including the Rollingstock Interface Standards), or if non-compliances exist, can be operated to an acceptable level of risk by implementing the relevant controls in the Interface Risk Management Plan. Other controls listed in the Interface Risk Management Plan relevant to the compatibility of Rollingstock Configurations with the Network must also be implemented in order to gain authorisation.

Upon receipt of the above certifications, QR Network will authorise the Rollingstock Configurations by issuing Train Route Acceptance Certificates (annexed hereto as Annexure 'A').

The Train Route Acceptance Certificates describe the authorised Rollingstock Configurations in terms of the maximum Train parameters available for the route/s specified on the Train Route Acceptance Certificates and all suitable arrangements and combinations of available authorised Rollingstock that will still ensure train route compatibility.

~~Locomotive Class/Type~~	
~~Number of locomotives~~	
~~Wagon Class/Type~~	
~~Maximum number of trailing wagons per locomotive~~	
~~Maximum allowable number of trailing wagons in train configuration~~	
~~Maximum Allowable Gross Tonnage~~	
~~Empty tare tonnage (incl. Locos)~~	
~~Maximum Train length~~	
~~Maximum speed of empty Train~~	
~~Maximum speed of loaded Train~~	
~~Limitations/restrictions on marshalling order~~	
~~Train braking characteristics~~	
~~Brake delay time~~	
~~Deceleration rate~~	
~~Notes and Conditions~~	
~~Any variations from Reference Train Service description~~	
~~Other~~	

PART 3 RELEVANT ROLLINGSTOCK (Clause 7.4(d)(ii))

[To be inserted as applicable]

SCHEDULE 5

PERFORMANCE LEVELS

Clause 5.6

PART 1: DEVELOPMENT OF PERFORMANCE LEVELS

1.1 The Parties must meet as soon as practicable after the Commencement Date to negotiate in good faith to endeavour to agree the QR Network Performance Level and the Operator Performance Level within twelve (12) Months of the Commencement Date, which Performance Levels may involve financially based incentives and sanctions and, unless otherwise agreed, will be applicable for the Term. A failure to agree the Performance Levels is not a Dispute for the purposes of Clause 17.

1.2 On and from the date the Performance Levels are implemented by the Parties, the Parties must monitor, record and assess the performance of their respective obligations under this Agreement against the Performance Levels. Each Party must comply with the reporting and assessment requirements set out in this **Schedule 5**.

[Once criteria is agreed for the Performance Levels, an agreed reporting mechanism will be developed]

1

SCHEDULE 6

SAFEWORKING PROCEDURES, SAFETY STANDARDS, EMERGENCY PROCEDURES & ENVIRONMENTAL STANDARDS

Clauses 7.1 and 8.1

PART 1 SAFEWORKING PROCEDURES / SAFETY STANDARDS

1.1 QR Network's Safeworking Procedures

QR Network's Safeworking Procedures that apply to the Nominated Network are as detailed in:

[To be identified in and completed after the Risk Assessment]

QR Network's Safeworking Procedures and Safety Standards form part of QR Network's safety management system and may be altered from time to time by QR Network in the manner prescribed in the Agreement and advised in accordance with Part 6 of **Schedule 10**.

1.2 Line Sections

The following specific Safeworking Procedures are in operation for the line sections and station yards that comprise the Nominated Network as detailed below:

System	From	To	Safeworking Procedures

1.3 Localised Areas

For localised areas such as station yards, QR Network station masters, signalmen or similar officers may be responsible for giving QR Network Train Control Directions.

1.4 High Visibility Clothing

High visibility clothing is to be constructed from high daytime visibility (Class F) materials, orange (special purpose) in colour. During the hours of darkness or when working in tunnels or low light weather conditions or between 1700 - 0800 hours, the high visibility clothing shall include shall include retroreflective (Class R) material. The retroreflective material is to be at least 50mm wide and is to consist of two parallel strips around the body and in the case of a garment with sleeves a signal parallel strip around the upper arms. The colour and materials are to conform to AS/NZS 1906.4:1997 *Retroreflective materials and devices for road traffic control purposes: Part 4: High-visibility material for safety garments.*

1.5 Wearing of High Visibility Clothing

The Access Holder's Staff and visitors shall wear high visibility clothing:

(a) when on QR Network's Right of Way;
(b) in other work situations where high visibility clothing will reduce the risk of coming into contact with moving Trains, vehicles or plant; and
(c) protective headwear must be worn at emergency sites.

High visibility clothing is not required to be worn by the Access Holder's Staff under the following conditions:

(a) when the movement of Trains is within a building (such as a diesel shed) and within its defined boundaries is subject to control mechanisms;
(b) when visitors are proceeding in a direct route on designated walkways to defined locations to access high visibility clothing;
(c) when the movement of people is directed clear of the track by fencing, barriers or signs and escort is provided by a member of the Access Holder's Staff who is familiar with the local area and operating procedures;
(d) when a person's duties require them to work within the public areas; or
(e) when the Access Holder's Staff and visitors are within the confines of operational Rollingstock.

1.6 Compliance

The Access Holder is responsible for:

(a) ensuring the Access Holder's Staff and visitors are instructed in the provisions of this Part 1 of **Schedule 6**;
(b) ensuring the Access Holder's Staff and visitors comply with this Part 1 of **Schedule 6**;
(c) specifying which form of high visibility clothing shall be adopted, having regard to local conditions and the nature of the work performed;
(d) ensuring that the Access Holder's Staff familiarise themselves with local management standards prior to working in situations other than on QR Network's Right of Way; and,
(e) ensuring that the Access Holder's Staff inspect, wear and maintain high visibility clothing correctly by:

- checking for deterioration due to wear, damage, fading and cleanliness;
- not wearing backpacks or similar items over any high visibility clothing so that the high visibility clothing is concealed; and,
- ensuring high visibility vests or shirts are securely fastened.

PART 2 QR NETWORK EMERGENCY PROCEDURES

QR Network will provide the Access Holder with a copy of the QR Network Emergency Procedures (as amended from time to time) which detail the procedures developed by QR Network for dealing with a Network Incident.

PART 3 ENVIRONMENTAL MANAGEMENT STANDARDS

3.1 Clause 8.1 of this Agreement requires an Environmental Investigation and Risk Management Report to be prepared to identify all the risks of Environmental Harm arising out of the use of the Nominated Network by the Access Holder including those ~~risks~~environmental issues identified in this Part 3. ~~This list is~~The issues identified in this Part 3 are to be taken as the minimum ~~requirements~~environmental

issues to be addressed and the Environmental Investigation and Risk Management Report should not be restricted only to the ~~elements~~issues included in this list. The Report should have regard to any appropriate Australian Standard dealing with Risk Assessment.

3.2 The risks to be considered and addressed as a minimum in the Environmental Investigation and Risk Management Report are:

A WATER QUALITY MANAGEMENT

The Access Holder must consider the impact of ~~the operation~~its operations on stormwater systems and natural waterways. In doing so, all relevant water quality standards and regulations should be met.

In the Environmental Investigation and Risk Management Report the Access Holder must nominate all sensitive surrounding environments including important wetlands, rivers, creeks, lakes and dams within close proximity of their proposed operations (and stating whether they are fresh or salt water).

The Access Holder should consider reviewing existing water quality monitoring information that may be available at loading/unloading locations and along the intended route of operation. For example, the Qld Department of Environment and Resource Management ("**DERM**") provide a water steamflow/quality monitoring and information dissemination service on its website:
http://www.derm.qld.gov.au/water/monitoring/current_data/index.php

In conjunction with the Australian and New Zealand Environment and Conservation Council (ANZECC) Guidelines for Fresh and Marine Water Quality (2000) and the Queensland Water Quality Guidelines (2009), such water quality monitoring information may be useful to define acceptable standards for water quality at locations in the Environmental Investigation and Risk Management Report.

B AIR POLLUTION MANAGEMENT

The Access Holder must consider the impact of ~~the operation~~its operations on air quality. In doing so, all relevant air quality standards and regulations (including all coal train operator's obligations outlined in QR Network's Coal Dust Management Plan) should be met.

The Access Holder must undertake an assessment of the likelihood for dust and/or exhaust emissions to cause nuisance at the nearest sensitive receptors. Sensitive receptors are:

(i) any form of dwelling/home;

(ii) a library, childcare centre, kindergarten, school, college, university or educational institution; and

(iii) a hospital, surgery or other medical institution.

Information about the type and chemical composition of product may also be useful in determining its potential to generate dust.

If requested, QR Network will indicate whether there have been any complaints about dust and/or exhaust emissions in the area of the operation.

C CONTAMINATED LAND MANAGEMENT

The Access Holder must consider the impact of the operation (including emergencies) on land contamination. In doing so, all practicable control measures to prevent the

contamination of land should be undertaken. The requirements of Clause 8.5 of the Agreement shall be a minimum.

Contamination levels refer to those investigation threshold levels detailed in the guidelines for the Assessment of Contaminated land (Chem Unit 1991) or by other standards considered acceptable by the relevant ~~authorities~~Authorities.

D NATURE CONSERVATION

The Access Holder ~~shall~~must consider the impact of the operation on flora and fauna.

The Access Holder must review existing DERM regional ecosystem information relevant to the route of operation and identify any locations within 100 metres of the rail corridor that are listed as rare or vulnerable or endangered regional ecosystems.

Information on all regional ecosystems mapping is available at: http://www.derm.qld.gov.au/wildlife-ecosystems/biodiversity/regional_ecosystems/index.php

The Environmental Investigation and Risk Management Report must include an assessment of the risk associated with wildfires being caused by exhaust/sparks from the Access Holder's (or its Operator's) Rollingstock.

Likewise, the Access Holder must identify the current presence of endangered, rare, vulnerable or threatened within 100 metres of the operational route. Primarily, this should be via searching DERM's online native wildlife database (http://www.derm.qld.gov.au/wildlife-ecosystems/wildlife/wildlife_online/index.html). If such native wildlife sightings are present in this search, the Access Holder must outline the reporting protocols in the event of Trains hitting and injurying such native fauna species.

E MANAGEMENT OF HAZARDOUS SUBSTANCES AND DANGEROUS GOODS

The Access Holder must ~~as a minimum meet the~~consider the environmental impacts associated with the management of hazardous substances and dangerous goods by the Access Holder. In particular, the Access Holder must ensure that QR Network's requirements for the management of hazardous substances and dangerous goods are complied with.

The requirements of Clause 8.3 of the Agreement~~. Any~~ are a minimum requirement and the Access Holder must address any further environmental impacts not specifically addressed by Clause ~~8.3 should also be addressed.~~8.3.

F WASTE MANAGEMENT

The Access Holder must consider the impact of any waste produced by the operation. In doing so, any collection, removal, transport and disposal of any waste generated during operations must comply with all relevant government and local authority requirements~~ should be met~~.

In the Environmental Investigation and Risk Management Report, the Access Holder must also clearly indicate what arrangements they have in place or proposed to have in place by when for emergency situations. Alternatively, the Access Holder may choose to agree to utilise QR Network's resources to manage the environmental recovery during emergencies. If this is the case, the Environmental Investigation and Risk Management Report must clearly document this acceptance.

G ENVIRONMENTAL NOISE MANAGEMENT

The Access Holder must determine the likely noise impacts attributable to the Access Holder's Train Services. In that regard, the Access Holder should ascertain whether existing noise levels from the Nominated Network exceed the Planning Levels for Railways referred to in the ~~Environmental Protection (Noise) Policy 1997~~QR Code of Practice: Railway Noise Management ("Noise Planning Levels") and/or whether the Noise Planning Levels are likely to be exceeded because of the Access Holder's Train Services.

The Access Holder should note that where existing noise levels in connection with the Nominated Network exceed the Noise Planning Levels and/or where noise from the Access Holder and/or the Operator's activities are likely to result in an exceedence of the Noise Planning Levels, this may constitute an area of unacceptable risk to QR Network for the purposes of Clause 8.1(b) of this Agreement.

If requested, QR Network will indicate whether it is aware of any complaints about noise emissions in the area of the proposed operation.

H ENVIRONMENTAL MONITORING

The Access Holder must consider the likelihood of the operations under this Agreement causing Environmental Harm ~~or~~(including nuisance). Baseline monitoring should be considered where relevant to establish benchmarks and to allow for comparison between pre- access conditions and those during and post access. Where QR Network has baseline information available it may be provided to the Access Holder and, if no further baseline monitoring is undertaken, the QR Network data shall then be deemed to be an accurate description of the baseline data. Where no baseline monitoring is available, it shall be taken that the Nominated Network currently meets all environmental standards for the purposes of determining cause in any future environmental matters.

I EDUCATION, AWARENESS AND TRAINING

The Access Holder must consider the impact of the level of employee training with particular emphasis on the implementation of the Environmental Investigation and Risk Management Report (including any applicable Environmental Management System).

With respect to environmental issues the Operator's Emergency Response Plan must:

(i) include specific action plans for minimising environmental damage as a result of Incidents;

(ii) require immediate and appropriate action to minimise any impact;

(iii) require relevant authorities and QR Network to be informed immediately of any Incident;

(iv) detail the method for the clean up of any contamination resulting from the Incident; and

(v) require the recording of all environmental Incidents (and all measures taken to manage the Incidents) on a central register.

J COMPLAINT HANDLING

The Access Holder must consider how it will handle complaints that it receives concerning the impact of its operation upon any of the environmental issues listed above (or otherwise identified in the Environmental Investigation and Risk Management Report). In its Environmental Investigation and Risk Management Report, the Access Holder must clearly distinguish between the types of activities that cause noise, dust, etc that it is accountable for as opposed to those that QR Network is accountable for.

SCHEDULE 7

INSURANCE

Clause 13

Required Insurances

(a) **Public liability insurance**

(i) to cover the legal liability of the insured arising out of or in connection with the performance of this Agreement by the Access Holder whether in respect of injury to or death of any person other than the insured or an employee of the insured or loss of or damage to any property other than property owned by the insured in a sum insured of not less than ~~TWO~~THREE HUNDRED AND FIFTY MILLION DOLLARS ($~~250,000,000~~350,000,000) and with a self-insured retention not to exceed *[to be inserted]* for any one loss or an aggregate deductible of not more than *[to be inserted]*;

(ii) to include cover in respect of personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water where such discharge, dispersal, release or escape is caused by a sudden, unexpected, unintended and accidental happening which occurs on a definitely identifiable date; and

(iii) to cover the Access Holder's rail operations and associated activities on the Nominated Network.

(b) **Employees** - Insurance covering such liability as may arise at common law or by virtue of any relevant Workers Compensation legislation in respect of any Access Holder's Staff.

(c) **Carrier liability insurance** in relation to the legal liability of the insured arising out of the transport of goods by Train Services on behalf of the Access Holder in accordance with this Agreement to a sum insured of not less than ~~ONE~~TEN MILLION DOLLARS ($~~1,000,000~~10,000,000) and with a deductible not to exceed *[to be inserted]* for any one loss.

(d) **Motor Vehicle (non-Act) insurance** to cover the legal liability of the insured arising out of or in connection with the use of all vehicles in the performance of this Agreement by the Access Holder or Access Holder's Staff and must include:

(i) third party liability to a sum insured of not less than TWENTY MILLION DOLLARS ($20,000,000); and

(ii) a Dangerous Goods extension with a maximum sum insured as required by statute.

(e) **Motor Vehicle insurance** to cover the statutory liability in respect of personal injury arising out of or in connection with the use by the Access Holder or the Access Holder's Staff of all vehicles in the performance of their obligations under this Agreement.

(f) Insurances effected pursuant to (a) and (d) of this Schedule must:

(i) include a principal's indemnity endorsement specifically noting QR Network as an insured party in respect of its interest arising out of or under this Agreement;

(ii) include a cross liability clause;

(iii) provide that a notice of claim given to the insurer by one insured party will be accepted by the insurer as a notice of claim given by each of the insured parties; and

(iv) provide that a breach of or failure to observe and fulfil the terms of the policy by any party comprising the insured must not prejudice the rights of the remaining parties comprising the insured.

SCHEDULE 8

QR~~'s~~ NETWORK'S INVESTIGATION PROCEDURES

Clause 7.5

PART 1 ESTABLISHMENT OF INVESTIGATION

1.1 Routine Investigation

(a) ~~Any Investigation required under Clause 7.5 of the Agreement and which is in respect of an Incident for which QR reasonably expects the cost of damage (including as a result of Environmental Harm) to be less than ONE HUNDRED THOUSAND DOLLARS ($100,000) and from which no person required hospitalisation is classified as~~Incident Severity Levels 1 and 2 are classified as general Incidents requiring QR Network a routine Investigation and shall be managed by QR Network but conducted ~~solely by QR~~by the Operator on terms of reference provided by QR Network unless otherwise agreed by the Parties. ~~QR shall consent to an Operator being a party to such routine Investigation if the Operator requires.~~SAF/STD/0012/COM Accident and Incident Reporting, Recording and Investigation sets out the reporting requirements for various Incident Severity Levels.

(b) ~~QR~~The Access Holder shall ensure that the Operator shall provide ~~the Access Holder~~QR Network with a copy of any report produced as a result of a routine Investigation conducted under this Clause 1.1 and the ~~Access Holder~~Parties shall cooperate in the implementation of all recommendations reasonably made as part of that report.

1.2 Major Investigation

~~(a) A major Investigation shall be undertaken in the event of an Incident or accident which resulted in a fatality or the hospitalisation of any person or where the cost of the damage (including as a result of Environmental Harm) is reasonably expected to exceed ONE HUNDRED THOUSAND DOLLARS ($100,000).~~

(a) Incident Severity Levels 3, 4, 5 and 6 are classified as major Incidents requiring a major Investigation. SAF/STD/0012/COM Accident and Incident Reporting, Recording and Investigation sets out the reporting requirements for various Incident Severity Levels.

(b) Major Investigations conducted under Clause 1.2(a) of this Schedule will be undertaken jointly by the Parties. Management of the Investigation will be facilitated by QR Network who will appoint the chairperson and who will advise the Department of Transport of the make-up of the Investigation team and its terms of reference.

(c) A major Investigation will be set up as soon as possible following the Incident and the Parties will be required to have a representative at the site of the Incident within four (4) hours (or such other time as the Parties may agree) of notification to QR Network of the Incident.

1.3 Membership of Investigating Teams

(a) All members of Investigation teams, whether the Investigation is conducted in accordance with Clauses 1.1 or 1.2 of this Schedule, will be required to be appropriately qualified.

(b) Investigation teams shall not include any persons directly involved in the relevant Incident or the Recovery or Restoration.

(c) In the case of a joint Investigation conducted under Clause 1.2 of this Schedule, each Party shall nominate at least one representative and use reasonable efforts to ensure that the members of the Investigation team have collectively the skills and expertise to address the range of operational and Infrastructure issues likely to be encountered. The Parties may agree to the inclusion of additional members in the Investigation team for this purpose.

(d) The lead investigator of a major Investigation panel must be trained and certified in QR Network's accident/Incidents investigators course.

(e) The need for independent team membership will be considered for major Investigations. A pool of interstate railway investigators exists and may be called upon where it is thought a degree of independence would be helpful to the Investigation.

(f) In cases where worker death has occurred, the terms of reference and team composition shall be determined in conjunction with the QR Network's Chief Risk Officer.

(g) Where a major Investigation is undertaken to satisfy requirements of the Transport Infrastructure Act and the Department of Transport reporting guidelines, the chairperson must be registered with the QR Network's Chief Risk Officer as an authorised investigator.

1.4 Terms of Reference for Investigations

(a) The terms of reference issued by QR Network for any routine Investigation in accordance with Clause 1.1 of this Schedule will be to determine the cause of the Incident and to stipulate what action has been or will be taken to prevent recurrence.

(b) The terms of reference issued by QR Network for any major Investigation in accordance with Clause 1.2 of this Schedule shall, as a minimum, be to :

i. ascertain probable causes;
ii. assess contributing factors;
iii. review current procedures for ensuring system integrity;
iv. make draft recommendations;
v. estimate direct and associated costs; and
vi. consider whether immediate remedial actions are required.

(c) Additional terms may be added if agreed by the Parties or if determined in accordance with paragraph 1.3(f) of Part 1 of this Schedule.

PART 2 MAJOR INVESTIGATIONS REPORTS

A copy of the final reports of a major Investigation will be supplied to each Party. Each Party will be responsible for consideration and action on recommendations that are under the control of that Party. In the case of a fatal accident a copy of the report will also be sent to the Coroner.

PART 3 REVIEW OF INVESTIGATIONS

(a) The Department of Transport has the right to call for an independent review of major Investigations in certain circumstances.

(b) Under the Transport Infrastructure Act, the Minister for Transport may establish or re-establish a Board of Enquiry about an Incident that has happened on or involving a railway and which the Minister considers a serious Incident.

SCHEDULE 9

ENVIRONMENTAL INVESTIGATION AND RISK MANAGEMENT REPORT & INTERFACE RISK MANAGEMENT PLAN

PART 1 ENVIRONMENTAL INVESTIGATION AND RISK MANAGEMENT REPORT

Clause 8.1

[To be inserted]

PART 2 INTERFACE RISK MANAGEMENT PLAN

Clause 11 (a)

[To be inserted]

SCHEDULE 10
INTERFACE COORDINATION PLAN

Clause 5.7

PART 1 NETWORK MANAGEMENT PRINCIPLES

1. Additional Definitions

In the Network Management Principles, unless inconsistent with the context, the following words and expressions shall have the following meanings:

"Access Seeker" means a party who is seeking new or additional access rights;

"Ad Hoc Train Service" means any Train ~~Service~~service:

(i) additional to the number of Train services permitted under an existing access agreement, but otherwise consistent with the Train ~~Services~~Service Entitlement and Rollingstock and Rollingstock Configuration authorised pursuant to that existing access agreement; or

(ii) varying from the Train Service Entitlement specified in an existing Access Agreement, but agreed to by QR Network;

"Available Capacity" means Capacity excluding all Committed Capacity except Committed Capacity that will cease being Committed Capacity prior to the time in respect of which that Capacity is being assessed;

"Below Rail Delay" means a delay to a Train service from its scheduled train path in the Daily Train Plan, where that delay can be attributed directly to QR ~~acting as Railway Manager,~~Network but excludes:

(i) cancellations;
(ii) delays resulting from QR Network complying with ~~a~~its Passenger Priority ~~Obligation~~Obligations; and
(iii) delays resulting from a Force Majeure Event;

~~**"Capacity"** means the capability of a specified section of the Infrastructure to accommodate Train services within a specified time period after providing for QR's reasonable requirements for the exclusive utilisation of that specified section of the Infrastructure for the purposes of performing activities associated with repair or Enhancement, including the operation of work Trains;~~

~~**"Capacity Resumption Register"** means a register maintained by QR and including the following information:~~

~~(i) the Access Seeker who has an interest in access rights; and~~
~~(ii) the access rights in which they have an interest;~~
"Capacity" means the aggregate of all Existing Capacity and all Planned Capacity;

"Committed Capacity Register" means a register maintained by QR Network and including the following information:

(i) the party who has an interest in the access rights (other than access rights in respect of coal carrying Train services in the Central Queensland Coal Region);
(ii) the access rights in which they have an interest; and

(iii) the nature of the interest;

"Contested Train Path" means a Train path in respect of which more than one Railway Operator has expressed an interest in operating a Train service in the week in question;

"Cyclic Traffic" means a traffic whose Train Service Entitlements are defined in terms of a number of Train services within a particular period of time, for example, a year, month or week. Coal traffic is an example of such traffic;

"Existing Capacity" means the existing capability of the Infrastructure (in the absence of any new Infrastructure or modification to exiting Infrastructure) to accommodate Train services, after:

(i) providing for QR Network's reasonable requirements for the exclusive utilisation of that Infrastructure for the purposes of performing activities associated with the maintenance, repair or enhancement of Infrastructure, including the operation of work Trains; and

(ii) for Infrastructure within the Central Queensland Coal Region, taking into account the Supply Chain Operating Assumptions applicable for that Infrastructure;

"Major Periodic Maintenance" means activities that renovate the Infrastructure to retain it in a functional condition. It is completed on ~~track~~Track sections at intervals of more than one year and includes activities such as re-railing, rail grinding, resurfacing, re-signalling, communications upgrades, renovating structures, ballast cleaning and re-sleepering;

"Nominated Unloading Facility" means an unloading facility specified in QR Network's Access Undertaking for a nominated Reference Train Service, and **"Nominated Loading Facilities"** has a corresponding meaning;

"Out-of-Course Running" means the circumstances that occur when the actual running of one or more Train services differs, by more than the agreed threshold/s, from that provided in the Daily Train Plan;

"Planned Capacity" means the increase in Existing Capacity that is expected to result from any new Infrastructure or modification to exiting Infrastructure that QR Network is committed to construct;

"Supply Chain Operating Assumptions" means QR Network's assumptions on matters such as coal supply chain operating mode, operating parameters for each element of the coal supply chain, interface losses between each element of the coal supply chain, coal supply chain flexibility requirements, live run losses and other operating parameters;

"System Path" means a path that can be taken by a Train service within an Individual Coal System from a specific origin to a Nominated Unloading Facility;

"System Rules" means the rules made by QR Network and referred to as such in accordance with QR Network's Access Undertaking;

"Timetabled Traffic" means a traffic, the Train Service Entitlement in respect of which, is defined in terms of a specified Train path on a particular day and/or week (but excluding any traffic that is a coal carrying Train service in the Central Queensland Coal Region);

"Train Orders" means railing requests for a nominated period of time submitted to QR Network, or on behalf of a Railway Operator, to assist in the scheduling of Train ~~Services~~services;

"Train Service Entitlement" means a Railway Operator's entitlement under an access agreement to operate a specified number and type of Train services over the Infrastructure within a specified time period and in accordance with specified scheduling constraints for the purpose of either carrying a specified commodity or providing a specified transport

service~~, and until such time that access agreements have been developed for all existing QR operated Train services, includes the Capacity that is demonstrably required for the purpose of QR operated Train services and for which access charges are applicable;~~.

2. Scheduling Principles

2.1 Train Service Entitlements

(a) Railway Operators operating the same types of traffics will have their Train Service Entitlements defined using consistent terminology[1].

(b) Train Service Entitlements will be expressed in terms that can be interpreted for the development of a Master Train Plan (MTP), ~~a Weekly~~an Intermediate Train Plan (~~WTP~~ITP), where necessary, and a Daily Train Plan (DTP)~~.(c) Where an Access Seeker's required Capacity cannot be met fully, the Access Seeker may, in accepting a Train Service Entitlement, note its interest in the Committed Capacity Register and/or the Capacity Resumption Register and if the relevant Capacity becomes available, the Access Seeker will be able to negotiate for that Capacity, along with any other interested parties~~.

2.2 Master Train Plan Principles

(a) The MTP will detail the Existing Capacity required for the provision of Train Service Entitlements and periods of time allocated for the purposes of providing Planned Possessions, in a form that indicates the time/distance (location) relationship of the Train services and other activities on the Infrastructure in question. ~~Train Service Entitlements~~The MTP will separately identify where applicable: ~~to~~

(i) for Timetabled Traffics~~ will be allocated particular Train paths. Train Service Entitlements applicable to Cyclic Traffics will be detailed in the MTP as an allocation of~~, the particular Train paths allocated in accordance with the Train Service Entitlements;

(ii) for Cyclic Traffics:

(A) in an Individual Coal System, the System Paths that are available for scheduling Cyclic Traffics from a specified location within that Individual Coal System to the Nominated Unloading Facilities specified for Reference Train Services in QR Network's Access Undertaking, where those System Paths have been declared in the relevant System Rules; and

(B) the Train paths (including System Paths) allocated to Cyclic Traffics, where such Train paths reflect the Existing Capacity required for the maximum level of operation for such Train Service Entitlements~~. In other words, the Train paths indicated in the MTP for Cyclic Traffics need~~, but may not necessarily ~~represent~~reflect the particular Train paths that those Train ~~services will operate on. This will be the case for coal traffics. However, in the case of some Cyclic Traffics, like grain, the Train paths indicated in the MTP may well indicate the actual Train path that a Train service will operate on. Where Cyclic Traffics and Timetabled Traffics both appear in the same MTP, they will be separately identified.~~ Services will operate on; and

(iii) time allocated for Planned Possessions.

[1] For example, Timetabled Traffics may be defined in terms of a path between certain locations, on particular days, and at particular times. Cyclic Traffics may be defined in terms of a number of Train Services per specified period of time.
[2] See Footnote 2 below

(b) Unless otherwise expressly provided in a Railway Operator's access agreement, the MTP may be modified, as specified in the following paragraphs (c), (d), (e) and (f) of these MTP principles where:

(i) a Railway Operator notifies QR Network that it wishes to make a long-term change to the **times**[2] at which its Train service/s, as scheduled in the MTP, operate, provided that change is within the scope of its Train Service Entitlement, and does not result in any other Railway Operator's scheduled Train service/s not being met, or a Planned Possession not being met;

(ii) QR Network receives a request from a party to run an Ad Hoc Train Service, provided that the Ad Hoc Train Service would not result in any existing Railway Operator's scheduled Train service/s not being met, or a Planned Possession not being met;

(iii) a Planned Possession is cancelled;

(iv) QR Network notifies all affected parties that a new or additional Train Service Entitlement has been created, through the signing of an access agreement, or the negotiation of a variation to a Railway Operator's Train Service Entitlement, provided that the new or additional Train Service Entitlement does not result in any other Railway Operator's scheduled Train service/s not being met, or a Planned Possession not being met;

(v) QR Network notifies all affected parties that it wishes to make a long-term change to the **times**[2] at which one or more scheduled Train service/s operate, provided that change is within the scope of the relevant Railway Operators' Train Service Entitlement/s and is intended to accommodate:

- the creation of a new or additional Train Service Entitlement, through the signing of an access agreement, or the negotiation of a variation to a Railway Operator's Train Service Entitlement, where that new or additional Train Service Entitlement cannot otherwise be reasonably accommodated on the MTP;
- the creation of new Planned Possessions or the modification of existing Planned Possessions; or
- any other Operational Constraint affecting the MTP;

(vi) QR Network notifies all affected parties that it wishes to make a long-term change to the **times**[3] at which one or more scheduled Train service/s operate, whether or not within the scope of the affected Railway Operator's Train Service Entitlement/s, provided that change is intended to accommodate:

- the creation of new Planned Possessions or the modification of existing Planned Possessions;
- the creation of an additional Train Service Entitlement, through either the signing of an access agreement or the variation of an existing access agreement; or
- any other Operational Constraint affecting the MTP,

provided that where the change to the **times** at which scheduled Train service/s operate results in any existing Railway Operator's

[2] Importantly, this provision only covers a change to the **TIME or TIMES** at which Train Service/s run, and not the other conditions under which a party has an entitlement to run Train Service/s, for instance, the Rollingstock or Rollingstock Configuration that the party may run under their access agreement, and the Nominated Network on which it may operate.
[3] See footnote **2** above.

Train Service Entitlement not being met, such change is only made with the agreement of such Railway Operator/s, such agreement not to be unreasonably withheld;

(vii) QR Network notifies all affected parties, within the time period specified in the affected parties' Train Service Entitlements, of a long-term change to the **times**[4] at which one or more scheduled Train service/s operate, whether or not within the scope of the affected Railway ~~Operator~~Operators'~~s~~ Train Service Entitlements, for the purpose of carrying out Major Periodic Maintenance provided that, where such change is not within the scope of the affected Railway Operators' Train Service Entitlements, QR Network has made reasonable efforts to mitigate the impact on that Railway Operator. Any limitations upon QR Network's ability to exercise this right will be specified in individual access agreements;

(viii) a Railway Operator's access agreement allows QR Network to alter the Railway Operator's Train Service Entitlement, for instance by resuming ~~Capacity~~access rights; or

(ix) QR Network, Infrastructure Service Providers, and all affected Railway Operators, otherwise agree.

(c) QR Network may make modifications to the MTP, within the scope of any of subparagraphs (b)(i)~~, (b)(ii), (b)(iii) and (b)~~ to (iv) of these MTP ~~Principles~~principles, on a case-by-case basis without the need for consultation.

(d) QR Network may make modifications to the MTP, within the scope of any of subparagraphs (b)(v)~~, (b)(vi) and (b)~~ to (vii) of these MTP ~~Principles~~principles, on a case-by-case basis after consulting with any Railway Operators whose Train service/s or Train Service Entitlements are affected by the proposed modification to the MTP, and/or with Infrastructure Service Providers if the proposed modification affects a Planned Possession.

(e) Where a change is being sought to the MTP that falls within the scope of subparagraph (b)(ix) of these MTP ~~Principles~~principles, QR Network will invite Infrastructure Service Providers and all Railway Operators whose Train Service Entitlements are affected by the proposed modification to the MTP to consider the modification in an appropriate forum[5]. Each party will be provided with a copy of the proposed changes seven (7) days prior to the scheduled consideration of the modification.

(f) QR Network must notify any modifications to the MTP to all parties whose activities are affected by the modification at least thirty (30) days prior to the commencement of the modification.

(g) As a result of QR Network's obligations in accordance with paragraph (f), where reference is made in paragraph (b) of these MTP ~~Principles~~principles to a Railway Operator notifying QR Network that it wishes to vary its Train Service Entitlement or Train service/s, a reasonable notice period should be provided having regard to the necessary process and factors to be considered.

(h) The cancellation of a Train service or Train services in accordance with the above MTP ~~Principles~~principles, does not necessarily excuse either QR Network or a Railway Operator from other access agreement obligations relating to the conduct in question.

[4] See footnote **2** above.
[5] This could include a face-to-face meeting, a telephone conference or any other forum that provides the affected parties with the best opportunity to participate.

(i) The MTP will be in a form that is readily convertible to a DTP, which is the principal reference document for QR Network Train Controllers in carrying out their duties.

2.3. ~~Weekly~~Intermediate Train Plan Principles

(a) In parts of QR Network's network where Cyclic Traffics operate~~,~~ (for instance the Central Queensland Coal Region~~,~~) there will be a sequence of intermediate scheduling steps involved in progressing from the MTP to the DTP. ~~A WTP~~An ITP will be scheduled, utilising Planned Possessions, the Train paths detailed in the MTP for Timetabled Traffics, and for Cyclic Traffics, the System Paths (if applicable) detailed in the MTP, each Railway Operator's Train Service Entitlement and Train Orders for the particular ~~week~~period in question.

(b) In the Central Queensland Coal Region, Train Orders for the ~~coming week~~intermediate planning horizon must, unless otherwise advised by QR Network, be submitted to QR Network:

(i) in the manner and timeframe specified within the relevant System Rules; or

(ii) if there are no relevant System Rules, before 1200 hours on Wednesday.

(c) QR Network will schedule Cyclic Traffics in the ITP in accordance with the processes identified in the relevant System Rules (if any). The process of scheduling Cyclic Traffics in the ~~WTP~~ITP may involve the allocation of a Contested Train Path, and as a result, may require a meeting of all affected Railway Operators and Infrastructure Service Providers, and the use of a decision-making process to finalise the ~~WTP~~ITP. This decision-making process applies only for the allocation of a Contested Train Path between Railway Operators for Cyclic Traffics, and cannot be used to alter the scheduling of a Timetabled Traffic. This decision making process is detailed in Appendix 1.

(d) QR Network will advise Railway Operators of the ~~WTP~~ITP once it is developed in accordance with the above steps.

2.4. Daily Train Plan Principles

(a) The DTP will indicate all scheduled Train services and Planned Possessions, for the particular day in question, in a form that indicates the time/distance (location) relationship of all activities on the Infrastructure.

(b) In scheduling Cyclic Traffics on the DTP, QR Network may first schedule ~~a WTP~~an ITP as discussed in the ~~WTP Principles, in the week prior to operation,~~ITP principles and then schedule the DTP from the ~~WTP~~ITP.

(c) QR Network will schedule the DTP at least one (1) ~~business day~~Business Day prior to the actual day of running, and provide all relevant Railway Operators and Infrastructure Service Providers with a copy of the DTP within the same timeframe.

(d) The DTP may be scheduled in variation to the MTP, or ~~WTP~~ITP, whichever is applicable~~,~~ in accordance with the processes specified in the System Rules, if applicable, or otherwise as specified in paragraphs (e), (f), and (g) of these DTP ~~Principles~~principles, where at least two (2) ~~business days~~Business Days prior to the actual day of running:

(i) a Railway Operator notifies QR Network that it wishes to make a short-term change to the **times**[6] at which its Train service/s, as scheduled in the MTP, operate, whether or not within the scope of its Train Service Entitlement, provided that change does not result in any other Railway Operator's scheduled Train service/s not being met or a Planned Possession not being met;

(ii) QR Network receives a request from a party to run an Ad Hoc Train Service, provided that the Ad Hoc Train Service would not result in any existing Railway Operator's scheduled Train service/s not being met, or a Planned Possession not being met;

(iii) a Planned Possession is cancelled;

(iv) QR Network notifies all affected parties that it wishes to make a short-term change to the **times**[7] at which one or more scheduled Train service/s operate, whether or not within the scope of the applicable Railway ~~Operator~~Operators'~~s~~ Train Service Entitlement, provided the change is intended to accommodate:

- the modification of an existing Planned Possession;
- the creation of an Urgent Possession; or
- any other Operational Constraint affecting the DTP,

provided that where the change to scheduled Train service/s results in any existing Railway Operator's Train Service Entitlement not being met, such change is only made with the agreement of such Railway Operator/s, such agreement not to be unreasonably withheld;

(v) QR Network requests a short-term change to the times at which one or more scheduled Train service/s operate, whether or not within the scope of the applicable Railway Operators' Train Service Entitlement, for the purpose of accommodating an Emergency Possession; or

(vi) QR Network, Infrastructure Service Providers, and all affected Railway Operators otherwise agree.

(e) QR Network may make modifications from the MTP or ~~WTP~~ITP (where applicable), within the scope of any of subparagraphs (d)(i)~~, (d)(ii), and (d)~~ to (iii) of these DTP ~~Principles~~principles, on a case-by-case basis without the need for consultation.

(f) QR Network may make modifications from the MTP or ~~WTP~~ITP (where applicable), within the scope of subparagraphs (d)(iv) ~~and~~or (d)(v) of these DTP ~~Principles~~principles, on a case-by-case basis after consulting with any Railway Operators whose Train service/s are affected by the proposed modification, and/or with Infrastructure Service Providers if the proposed modification affects a Planned Possession.

(g) Where a change is being sought from the MTP or ~~WTP~~ITP that falls within the scope of subparagraph (d)(vi) of these DTP ~~Principles~~principles, QR Network will invite Infrastructure Service Providers and all Railway Operators whose scheduled Train service/s are affected by the change to consider the modification in an appropriate forum[8], at least 36 hours prior to the actual day of operation. Each affected party will be provided with a copy of the proposed changes from the existing MTP or ~~WTP~~ITP 12 hours prior to the scheduled consideration.

[6] See footnote **2** above.
[7] See footnote **2** above.
[8] This could include a face-to-face meeting, a telephone conference or any other forum that provides the affected parties with the best opportunity to participate.

(h) Other than as detailed in paragraph (i) below of these DTP ~~Principles~~principles, once the DTP is scheduled, any changes to the plan will be reflected as deviations from the DTP, not variations to the scheduled DTP.

(i) Once the DTP is scheduled, variations to the DTP may only be made where:

(i) before the day of operation, QR Network receives a request from a party to run an Ad Hoc Train Service, provided that the Ad Hoc Train Service would not result in any existing Railway Operator's scheduled Train service/s not being met, or a Possession (whether Planned, Emergency or Urgent) not being met;

(ii) before the commencement of the relevant Train service/s, a Railway Operator notifies QR Network that is wishes to make a change to the **times**[9] at which its Train service/s operate, provided that change is within the scope of the Railway Operator's Train Service Entitlement, and does not result in any other Railway Operator's scheduled Train service/s not being met or a Possession (whether Planned, Emergency or Urgent) not being met; and/or

(iii) before the commencement of the relevant Train service/s, QR Network notifies a Railway Operator that an Emergency Possession is required.

(j) QR Network may make modifications to the DTP within the scope of any of subparagraphs (i) (i)~~, (i) (ii) and (i)~~ to (iii) of these DTP principles on a case by case basis without the need for consultation.

(k) The cancellation of a Train service or Train services in accordance with the above DTP ~~Principles~~principles, does not necessarily excuse either QR Network or a Railway Operator from other obligations under this Agreement (or any other applicable access agreement) relating to the conduct in question.

(l) The DTP will represent the expected train operation performance target over its period.

(m) Deviations to the DTP may occur on the day of operation in the event of Out-Of-Course Running. Those deviations will occur according to the Train Control ~~Principles~~principles.

3. Train Control Principles

(a) The fundamental objective of Train Control will be to facilitate the safe running of Train services, and the commencement and completion of Planned, Emergency and Urgent Possessions, as scheduled in the DTP.

(b) The ability of QR Network and/or a Railway Operator to deviate from the DTP on the actual day of running, as specified below, does not necessarily excuse either party from any other contractual obligations relating to the conduct in question.

(c) The following general principles apply to Railway Operators and QR Network Train Controllers:

(i) all parties will ensure that operational safety is maintained through compliance with the Safeworking Procedures ~~and~~, the Safety Standards, the Rollingstock Interface Standards, applicable Interface Risk Management Plans and Environmental Investigations and Risk Management Reports;

(ii) Railway Operators will ensure that activities required to provide and operate Train services, including but not limited to, Rollingstock

[9] See Footnote **2** above.

provision, Rollingstock maintenance, non Train Control related communications, traincrewing, terminal provision and services, locomotive and Wagon availability and loading and unloading requirements, freight handling and marketing and administration of those services (but excluding activities associated with the provision and management of Infrastructure), are appropriately managed to ensure that such issues do not prevent the DTP from being met; and

(iii) QR Network will manage the Infrastructure based on agreed entry/exit times as specified in the DTP with the objectives of managing Trains according to their schedule for on time exit, not contributing to late running and, if a Train is running late, making up time and holding the gain where reasonably possible.

(d) The handling of Out-Of-Course Running is dependent on the particular circumstances of a rail corridor, including the traffic type using the corridor. The management of Out-Of-Course Running will be conducted so as not to unfairly disadvantage one Railway Operator over another, and as a result, the identity of a Railway Operator will not of itself be a legitimate reason for QR Network Train Controllers to alter a scheduled Train service.

(e) The traffic management decision making matrix, at Appendix 2, will be provided to assist QR Network Train Controllers in the resolution of disputes in accordance with the above principles.

(f) QR Network will provide Railway Operators with:

(i) real time Train Control information that indicates actual running of that Railway Operator's Train services against the relevant DTP;

(ii) subject to reasonable terms and conditions, access to Train Control diagrams that indicates actual running of that Railway Operator's Train services against the relevant DTP; and

(iii) information about the type of Train services[1] operated by other Railway Operators on the same network to assist the ~~Operator~~Railway Operators to determine whether the QR Network Train Controller is applying the principles in this Schedule in a consistent manner between Railway Operators.

[1] For instance, freight Train services, passenger Train service or coal Train services.

Appendix 1

Contested Train Path Decision-making Process

QR Network will determine who is allocated a Contested Train Path, by:

(a) firstly, eliminating from consideration any Railway Operator whose request for the Contested Train Path is outside the scope of its Train Service Entitlement. Where this step eliminates all of the parties seeking the Contested Train Path, but QR Network still has spare Existing Capacity available, QR Network may determine which of the parties seeking the Contested Train Path is allocated that path by considering the following three (3) matters. In addition, where this step does not eliminate all of the parties seeking the Contested Train Path, but there is still more than one party seeking the Contested Train Path, QR Network may determine which of the parties is allocated the path by considering the following three (3) matters;

(b) next, considering whether the parties contesting the Contested Train Path agree amongst themselves who should be allocated the relevant path. Where this is the case, the Contested Train Path will be allocated as agreed by the parties, and QR Network will document the parties' agreement and keep a record of such[10].

(c) then, considering the number of Train services per week that each Railway Operator has a contractual entitlement to in accordance with their Train Service Entitlement. If QR is behind (in the contract year to date) in providing a Railway Operator with its contracted Train services, that Railway Operator will get priority over a Railway Operator that QR is either ahead or on target (in the contract year to date) in providing contracted Train services to. Where QR is behind in providing contracted Train services to more than one Railway Operator, the Railway Operator most behind (in terms of Train services provided as a percentage of contracted Train services) will get first priority over others; and ("**Nominated Weekly Entitlement**"), subject to Existing Capacity availability, QR Network will prioritise allocation based on:

(i) any requirement for giving priority to certain Train Services or certain Unloading Facilities identified within the System Rules;

(ii) if:

- a Railway Operator submits Train Orders for less than its Nominated Weekly Entitlement for one Train Service Entitlement ("**First Entitlement**") and the path is not allocated in accordance with paragraph (i); and
- that Railway Operator also submits Train Orders for a different Train Service Entitlement in excess of its Nominated Weekly Entitlement,

then the path will be allocated to those other Train Orders in the manner requested by the Railway Operator and that allocation will be documented and is deemed to be performance of the First Entitlement by QR Network for the purposes of scheduling the Railway Operator's future Train Orders;

(iii) priority will then be given to allocating the path to a Railway Operator for whom QR Network is most behind (in the contract year to date) in providing its contracted Train Services due to a QR Network Cause (when assessed in terms of Train Services not provided due to a QR Network Cause as a percentage of contracted Train Services); and

(iv) priority will then be given to allocating the path to the Railway Operator for whom QR Network is most behind (in the contract year to date) in providing with its contracted Train Services (when assessed in terms of the percentage of

[10] QR envisages that this step will take into account the requirements of the relevant destinations of the Train services in question. In the coal system, for instance, the ports and domestic users, if they do not have an access agreement with QR themselves, will have some arrangement in respect of the haulage of the coal, whether directly with the operators hauling the coal or with the mines who contract with the operators for the provision of rail haulage services. As a result, these parties' requirements, including shipment demands, sufficiency of stockpiles, coal blending requirements and unloading constraints, will be taken into account by the Railway Operators in determining the priority of Train services requested in their weekly train request.

aggregated Train Services as percentage of aggregated contracted Train Services); and

(d) finally, where the above considerations do not assist QR Network in making a decision regarding which requested Train service is scheduled, QR Network will unilaterally determine which Train service/s is scheduled, and will keep a record of that decision and the reasoning behind that decision. ~~QR will ensure that, over time, no Railway Operator is favoured over another, and where possible, if one Railway Operator is favoured this time, taking into account the Train Service Entitlement held by a Railway Operator, next time they are not favoured. In other words, if one Railway Operator has an entitlement to 10 services per week, and another Railway Operator has an entitlement to 20 services per week, then it could not be said that favouritism was shown to the second Railway Operator if they received priority over the first Railway Operator on 2 out of 3 consecutive occasions.~~

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Appendix 2

Traffic Management Decision Making Matrix

Notes for the application of the Traffic Management Decision Making Matrix

As a generic principle for the performance of Train Control, QR Network recognises (as noted in Paragraph 3(a) of these Network Management Principles) that the objective will be to run to the scheduled DTP. However, it is worth noting that this simple objective assumes that all traffic types have the principal objective of 'on time running', and accordingly, running to the DTP will always result in the most efficient use of the Infrastructure and provide those parties using the Infrastructure with the best possible rail service. For Cyclic Traffics this may not be a correct assumption. In the Central Queensland Coal Region, for example, coal Train services focus primarily on achieving a specified transit time over and above running to a scheduled DTP. For this reason, QR Network considers it necessary to permit QR Network Train Controllers sufficient discretion to take into account the varying objectives (as specified in the relevant Train Service Entitlements) of different traffic types, in assessing priority both between Trains of different traffic types and Trains of the same traffic type. Rules 5 ~~and 6~~to 8 have been included for this purpose.

- Rule 5 recognises the general rule that passenger and livestock Trains may be given priority over other Trains due to the nature of their contents and/or a Passenger Priority Obligation.
- Rule 6 recognises a broader rule concerning a QR Network Train Controller's ability to manage an entire system for the most efficient outcome, taking into account the objectives of Train services, as expressed in their Train Service Entitlements.
- Rule 7 recognises that a Railway Operator may need to prioritise its own Trains in the event of delay to efficiently manage above rail resources or to minimise variations to planned DTPs relating to connecting services.
- Rule 8 has been included for application in the Central Queensland Coal Region to allow QR Network Train Controllers to resolve conflicts that may arise in maximising coal supply chain throughput subject to meeting predefined and agreed objectives.

In the context of the Traffic Management Decision Making Matrix the meaning of "On Time", "Ahead" and "Late" are determined by the scheduling of paths in the DTP. For example, if a Train is travelling in accordance with the DTP path allocated to it, it is running "On Time".

			Train A – Current Status		
		Train A	**Train Running "On Time"**	**Train Running "Ahead"**	**Train Running "Late"**
	Train B	**Objective**	**On Time Exit**	**On Time Exit**	**1. Lose no more time 2. Make up time 3. Hold the gain**
Train B – Current Status	**Train Running "On Time"**	**On Time Exit**	Scheduled Cross	A or B Rule 2	B Rule 3
	Train Running "Ahead"	**On Time Exit**	A or B Rule 2	A or B Rule 2	B Rule 3
	Train Running "Late"	**1. Lose no more time 2. Make up time 3. Hold the gain**	A Rule 1	A Rule 1	A or B Rule 4

Rules for the application of the Traffic Management Decision Making Matrix

Rule 1. ~~Subject to rules 5 and 6,~~ Train B may be given priority on condition Train A will still meet its "On Time" objective~~.~~ or as permitted by Rules 5, 6, 7 and 8.

Rule 2. Both Trains must meet their "On Time" objective.

Rule 3. ~~Subject to rules 5 and 6,~~ Train A may be given priority on condition Train B will still meet its "On Time" objective~~.~~ or as permitted by Rules 5, 6, 7 and 8.

Rule 4. ~~Subject to rules 5 and 6, give priority~~Priority may be given to the Train where performance indicates it will lose least or no more time and even make up time and hold the gain~~.~~, or as permitted by Rules 5, 6, 7 and 8.

Rule 5. Passenger and livestock Trains may be given priority over other Trains if the QR Network Train Controller reasonably believes that this is consistent with the objectives of the Trains in question, as specified in the Train Service Entitlement/s for those Trains and/or the requirements of a Passenger Priority Obligation.

Rule 6. Where a Train is running "Late" due to a Below Rail Delay, it may be given preference over other Trains if the QR Network Train Controller reasonably believes that this is consistent with the critical objectives of the Trains in question, and that it will result in less aggregated consequential delays to other Trains than otherwise would be the case.

Rule 7. Where a QR Network Train Controller has to decide which of two Trains to give priority to, and both of those Trains are operated by the same Railway Operator, the QR Network Train Controller may ask the Railway Operator how it would prefer the Trains to be directed and, provided that taking the Railway Operator's preferred course of action does not adversely affect the Train services of any other Railway Operator, the QR Network Train Controller will follow the Railway Operator's request.

Rule 8. For Trains operating in the Central Queensland Coal Region, where a QR Network Train Controller has to decide which of two Trains to give priority to, and those Trains are operated by different Railway Operators, one may be given preference over the other if the QR Network Train Controller reasonably believes that this is consistent with meeting the coal supply objective(s) detailed in the System Rules.

PART 2 TRAIN CONTROL PROCEDURES

2.1 Operator's Advice to QR Network Train Controller

For the benefit of the Operator's traincrew contact details for the QR Network Train Controllers relevant to the Nominated Network are:

Line Sections:

Control Board:

Phone:

Fax

For the benefit of the Operator's Controller contact details for the QR Network Train Controllers relevant to the Nominated Network are:

Line Sections:

Control Board:

Phone:

Fax

As soon as reasonably practicable after becoming aware of any event that may affect the performance of the Operator's Train, whether the Train has entered the Nominated Network or not, the Operator's Controller must advise the QR Network Train Controller. Such advice is to include:

- the Train number;
- nature of the event; and,
- likely impact on Train performance.

In addition to the above, the traincrew of the Operator's Train must directly advise the QR Network Train Controller of any event that may affect the performance of their Train as soon as reasonably practicable after becoming aware of the event.

At least fifteen (15) minutes prior to the departure of the Operator's Train, the Operator's Controller is to provide the QR Network Train Controller with the following information:

- information regarding the traincrew, including names, depot, planned crew change locations and details of any mandatory breaks;
- any en route locomotive provisioning requirements;

- if in Train order territory or direct traffic control territory, the number of the leading locomotive; and,
- a Train List which is to contain the following information:
    - the number of the Train;
    - the origin of the Train;
    - the length of the Train in metres (including the locomotives);
    - the number of vehicles in the Train;
    - the gross mass of the Train;
    - the gross trailing load of the Train in tonnes;
    - the motive power employed by the Train;
    - for each vehicle in the Train in the order in which they will be placed, leading end first, the following information:
        - vehicle classification;
        - the vehicle number;
        - vehicle type;
        - gross weight of the vehicle;
        - a description of the goods carried in the vehicle (including details of all Dangerous Goods) by class and location on the Train;
        - the destination of each vehicle;
        - any known defects eg brakes cut out.
- The Train List must be entered into QR Network's nominated information system in accordance with the procedures specified by QR Network.
- Any subsequent changes to the information provided in the Train List must be updated in QR Network's nominated information system in accordance with the procedures specified by QR Network as soon as reasonably practicable.
- The Operator must ensure that the contents of the Train List are accurate and reflect all the relevant information pertaining to the Train Service.
- In the case of a passenger Train variations to the above requirements may be specified by QR Network.

In the event that the weight and/or length of the Train alters during the course of the journey, the Operator's Controller is to advise the QR Network Train Controller of the new weight and length.

The Operator must provide to QR Network (and keep current at all times during the Term) the contact details (including mobile and after hours contact details) for the Operator's Controller.

Operator's Controller:

Name: *(to be completed by Operator)*

Position:

Phone:
Mobile:
Fax:

The Operator's Controller must be contactable by the QR Network Train Controller at all times when any of the Operator's Trains are on the Nominated Network. During times when the Operator's Trains are not on the Nominated Network and the Operator's Controller cannot be contacted the following advice is to be provided to the QR Network Train Controller:

- the hours during which the Operator's Controller will be unavailable; and,
- after hours contact procedures.

In dark territory the Operator's traincrew is to supply advice of the arrival and departure times, or the departure times if the Train did not stop, for each crossing station that the Train passed through on the Nominated Network when reasonably requested by the QR Network Train Controller. These times are then to be entered into QR Network's nominated information system as soon as practicable after the advice is received from the traincrew.

2.2 QR Network Train Controller's Advice to the Operator

As soon as reasonably practicable after becoming aware of any event that may affect the performance of the Operator's Train, the QR Network Train Controller must advise the Operator's Controller. Such advice is to include:

- the Train number;
- nature of the event; and,
- likely impact on the Train's performance.

When reasonably requested by the Operator's Controller, the QR Network Train Controller is to provide an estimated time of arrival at any location on the Nominated Network for the Operator's Train.

When reasonably requested by the Operator's traincrew, the QR Network Train Controller will provide information regarding events that may impact on the performance of the Operator's Train.

2.3 Consultation Between QR Network Train Controller and the Operator

The location of meal and personal needs breaks is to be determined by consultation between the QR Network Train Controller and the Operator's traincrew.

Traincrew shall contact the Operator's Controller to request relief. If traincrew cannot establish communication with the Operator's Controller, the QR Network Train Controller shall be contacted and relief requested.

It is the responsibility of the Operator's Controller to determine which Trains require relief prior to reaching their destination. Consultation is to take place between QR Network Train Controller and the Operator's Controller as to the most appropriate time and location to have the Train relieved at.

Once this relief time and location has been agreed to it is the responsibility of the QR Network Train Controller to advise the Operator's Controller should the estimated time of arrival of the Train at the relief location vary by more than 15 minutes. It is the responsibility of the Operator's Controller to make all the necessary arrangements for traincrew relief.

If a relief request is received from traincrew, the QR Network Train Controller shall record the request and advise the Operator's Controller.

Upon receiving the relief request advice from the QR Network Train Controller, the Operator's Controller is to verbally acknowledge receipt. The Operator's Controller shall then consult with the QR Network Train Controller to advise of relief location.

If the Operator's Controller alters the relief requirements or the relief arrangements become delayed after advice was given to the QR Network Train Controller, the altered information shall be passed onto the QR Network Train Controller.

The Operator's Controller shall contact traincrew direct and advise of relief arrangements and if unable to contact traincrew direct, shall request the QR Network Train Controller to advise traincrew of relief arrangements.

Where traincrew are rostered on "change jobs", or are required to change enroute, it is the responsibility of the Traincrew to advise the QR Network Train Controller of their roster prior to entering the Nominated Network. It is the responsibility of the QR Network Train Controller to advise traincrew of the location of the change.

2.4 Radio Procedures

When using the Train Control radio system the Access Holder's Staff are to follow the general radio procedures contained in the Observance of Signals Manual STD/0037/SWK (as amended from time to time).

Access to the Train Control radio system for each of the line sections that comprise the Nominated Network can be obtained as follows:

Line Section:

Channel Number:

Line Section:

Channel Number:

2.5 Procedures for Entering the Nominated Network

The Operator must comply with originating yard procedures (if any) as advised by QR Network.

The Operator will only enter the Nominated Network upon receipt of the appropriate safeworking authority as advised by QR Network.

The Operator's Controller is to advise the QR Network Train Controller of the anticipated departure time of the Operator's Train at least two (2) hours before the scheduled departure time of the Train or when reasonably requested by the QR Network Train Controller. Should the anticipated departure time alter from that previously advised to the QR Network Train Controller, the Operator's Controller is to advise the QR Network Train Controller of the new anticipated departure time as soon as reasonably practicable after becoming aware of the change.

When the Operator's Train is ready to depart the originating station, the Operator's traincrew is to advise the QR Network Train Controller.

Prior to the departure of the Train, the Operator must supply the Train driver with the Scheduled Times for that particular Train Service for that particular day.

2.6 Procedures for Shunting/Entering and Exiting Yards

QR Network will advise the Operator of the appropriate procedures for shunting, entering yards and leaving yards en-route.

2.7 Procedures for Leaving the Nominated Network

The Operator must comply with terminating yard procedures (if any) as advised by QR Network.

2.8 Contact details for party responsible for loading Trains – Clause 2.7(h)(ii)

The Operator must provide to QR Network (and keep current at all times during the Term) the contact details for any party responsible for loading the Operator's Trains.

Party Responsible for Loading the Operator's Trains:

Name: (*to be completed by the Operator)*

Phone:
Fax:

PART 3 TRAIN OPERATIONS PROCEDURES

3.1 Safety Notices

(a) Safety Alerts

Safety Alerts are documents used by QR Network to communicate any serious safety incident that has or could affect QR Network and users of its Infrastructure. The Safety Alerts are also used to provide details of the incident for information purposes together with advice regarding any immediate actions to be taken. QR Network will forward Safety Alerts to the facsimile number specified by the Access Holder in Clause 22.9 of the Agreement. As soon as possible after the receipt of a Safety Alert, the Access Holder is to make the Access Holder's Staff aware of the contents of such Safety Alert.

(b) Weekly Notices

Weekly Notices are published weekly by QR Network for QR Network employees and contain employment and safety information. The Weekly Notice is used to communicate safety related information about permanent changes or temporary changes which could extend for more than four (4) weeks. An abridged Weekly Notice containing the relevant safety information will be made available to the Access Holder at the same time.

This information will be published in the Weekly Notice seven (7) days prior to the date of such changes becoming effective. If it is necessary to publish the information and there is not enough time to issue it in a Weekly Notice, the information will be published on a Train notice prior to the date of the change becoming effective. The information will then be published as soon as possible in a Weekly Notice and an abridged Weekly Notice.

Members of the Access Holder's Staff who perform Safety Related Work must either receive a copy of the abridged Weekly Notice or have access to a copy or be notified of any information in the Weekly Notice relevant to their area of work. The Access Holder must advise QR Network of the address to which the abridged Weekly Notices should be forwarded by mail.

The Access Holder is to ensure that all abridged Weekly Notices are distributed to the relevant members of the Access Holder's Staff.

(c) Train Notices

Train Notices are instructions published by QR Network as either a hard copy or by electronic means and which are generally issued daily, but may be issued as determined by QR Network. They convey operational and safety instructions, information and messages. Train Notices must be issued to members of the Access Holder's Staff who are responsible for the operation of Trains or who work on or near the Track.

QR Network will advise the Access Holder of its procedures for forwarding Train notices.

The Access Holder is to ensure that all relevant Train Notices are distributed to the relevant members of the Access Holder's Staff.

(d) Safeworking Forms

Upon execution of this Agreement QR Network will provide to the Access Holder sufficient copies of all safeworking forms necessary to operate on the Nominated Network. QR Network will also supply reasonable quantities of replacement forms as requested by the Access Holder. Additional forms may be obtained through the following contact:

Manager Risk & Compliance
QR Network Pty Ltd

Ph: (07) 3235 7978 Fax: (07) 3235 7806

3.2 Operational Meetings

The Access Holder must advise QR Network of the name and contact details of the Access Holder's Representative to attend operational meetings.

The Access Holder's Representative and the QR Network Representative (or their nominees) shall meet on a monthly basis or as agreed by the Parties for the purpose of:

- reviewing the achievement of Performance Levels and other matters affecting the performance of Train Services so as to identify remedial action in relation to recurring problems and to plan action to address potential or known problems;
- reviewing requests or proposals by the Access Holder or QR Network to vary the procedures contained in this Schedule;
- reviewing the reliability of the Access Holder or Operator's Trains;
- reviewing Operational Constraints;
- investigating or reviewing breaches or suspected breaches of the Safeworking Procedures, Safety Standards or QR Network Train Control Directions by the Access Holder's Staff; and,
- reviewing any other matters relevant to the performance of this Agreement.

The Access Holder's Representative shall attend other operational meetings relevant to the operation of Train Movements on the Nominated Network as required by QR Network from time to time.

The QR Network Representative is:

(to be completed by QR Network)

Ph:

Fax:

The Access Holder's Representative is:

(to be completed by Access Holder)

Ph

Fax

PART 4 NOMINATED PERSONS

4.1 ~~**Nominated Delegates** (Clause 7.4(d)(ii)(B))~~

~~The nominated delegate of the chief executive officer of QR will be:~~

~~Executive General Manager~~
~~QR Network Pty Ltd~~

~~Phone: 07 3235 3414~~
~~Fax: 07 3235 3439~~

~~The nominated delegate of the chief executive officer of the Access Holder will be:~~

~~[insert details for delegate]~~

~~Phone:~~
~~Fax:~~**~~4.2~~** **Operator's Incident Response Coordinator**

Name:
Position:

Phone:
Mobile:
Fax:

~~**4.3**~~**4.2** **Operator's Recovery Team Leader**

Name:
Position:

Phone:
Mobile:
Fax:

PART 5 POSSESSION PROTOCOLS

QR Network will provide the Access Holder with a copy of the Possession Protocols (as amended from time to time) which detail the rules governing the management and

scheduling of Planned Possessions, Emergency Possession and Urgent Possessions on the Infrastructure.

PART 6 DOCUMENT CONTROL PROCEDURES

The Access Holder will provide to QR Network the following details of its Document Controller:

Name: *(to be completed by Access Holder)*

Position:

Business Hours Telephone Number:

Postal Address:

Email Address:

Upon execution of this Agreement, QR Network will issue to the Access Holder one electronic copy of each of the documents listed in Paragraph 1.1 of Part 1 of **Schedule 6**. QR Network will manage updates and revisions of these documents in accordance with AS/NZS 4292.1 Rail Safety Management provisions applying to document control.

Updates and revisions of the QR Network Emergency Procedures and QR Network's Investigation Procedures will be managed in the same way.

The Access Holder will be responsible for ongoing distribution of all documents to the relevant members of the Access Holder's Staff.

SCHEDULE 11

ANCILLARY SERVICES AND OTHER CHARGES

SCHEDULE 12

CONFIDENTIALITY DEED

[Unless otherwise agreed, this deed shall be the confidentiality deed set out in Schedule B of QR Network's Access Undertaking]

Document comparison done by DeltaView on Friday, 9 April 2010 2:00:01 PM

Input:	
Document 1	PowerDocs://CORRSDMS/5404073/1
Document 2	PowerDocs://CORRSDMS/5392044/8
Rendering set	Standard

Legend:	
Insertion	
~~Deletion~~	
~~Moved from~~	
Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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Moved to	9
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Format changed	0
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