

This mark-up contains a number of amendments which have been agreed between the QRC and Aurizon Network through consultation. For clarity, all mark-up shown in yellow highlighting reflects additional amendments proposed by the QRC which have not been agreed with Aurizon Network.

Part 9 Connecting Private Infrastructure

9.1 Connecting Infrastructure

- (a) A person may propose to construct and own Private Infrastructure which will connect to the Rail Infrastructure in order to allow Trains operating on that Private Infrastructure to enter or exit from the Rail Infrastructure for the purpose of Access (**Private Infrastructure Owner**).
- (b) The Private Infrastructure Owner must give Aurizon Network a written proposal for the proposed connection to the Rail Infrastructure. The written proposal must provide reasonably sufficient details about the proposed connection to allow it to be properly assessed by Aurizon Network against the criteria in **clause 9.1(c)** and for development of a Rail Connection Agreement.
- (c) Aurizon Network will review the written proposal in a timely fashion and assess it to ensure that it meets the following criteria:
 - (i) Aurizon Network is satisfied, acting reasonably, that the proposed connection is for the purpose specified in **clause 9.1(a)**;
 - (ii) the proposed Connecting Infrastructure is to be constructed to a standard appropriate to the nature of the traffic and the current service standards of the adjoining Rail Infrastructure (including any planned or anticipated Expansion);
 - (iii) the proposed connection will not adversely impact on safety; and
 - (iv) the proposed connection will not, ~~by virtue of its existence~~after completion and commissioning of the proposed connection and any relevant Expansion, reduce Capacity or supply chain capacity; and
- (d) Connecting Infrastructure must be owned by Aurizon Network -or, where Aurizon Network holds the Rail Infrastructure of which that Connecting Infrastructure will form a part under a lease, must be included under that lease as part of the leased infrastructure.
- (e) Where Aurizon Network (acting reasonably) is satisfied that the criteria in **clause 9.1(c)** are or will be satisfied and **clause 9.1(d)** will be complied with, it will permit the connection of the Private Infrastructure to the Rail Infrastructure subject to:

(i) Aurizon Network and the Private Infrastructure Owner entering into a Rail Connection Agreement which, unless otherwise agreed by Aurizon Network and the Private Infrastructure Owner, must be consistent with the Standard Rail Connection Agreement. ~~(However, neither the Private Infrastructure nor any Connecting Infrastructure is required to be of a standard or to be of any condition which exceeds the standards and condition of any relevant Rail Infrastructure (including any planned or anticipated Expansion); and~~

(ii) Aurizon Network gaining access, on terms acceptable to Aurizon Network (acting reasonably), to the land necessary to construct, operate, use and maintain the Connecting Infrastructure; ~~and~~

~~(iii) Aurizon Network and the Private Infrastructure Owner or any other relevant person entering into any other agreements in relation to:~~

~~(A) the design, construction, project management or commissioning of the Connecting Infrastructure; or~~

~~(B) other works relating to the proposed connection,~~

~~required under the Rail Connection Agreement or any Law. [QRC Note: This paragraph has been deleted as the Standard Rail Connection Agreement should be amended to include the default construction terms where AN is responsible for construction (which is the default position). The benefit of having a standard connection agreement is partly lost if (as a condition to the effectiveness of that agreement) it is necessary for the parties to agree construction terms. The default terms should also include default pricing principles.]~~

(f) For the purpose of ~~clause 9.1(e)~~ ~~9.1(e)(i)~~, Aurizon Network will, on the request of the Private Infrastructure Owner:

(i) ~~enter into negotiations with the Private Infrastructure Owner in respect of the terms of a Rail Connection Agreement and any other agreements referred to under clause 9.1(e)(iii); and~~

(ii) use reasonable endeavours to gain access, on terms acceptable to Aurizon Network (acting reasonably), to the land necessary to construct, operate, use and maintain the Connecting Infrastructure (provided however that the Private Infrastructure Owner agrees to pay reasonable third party costs of gaining such access prior to entry into the Rail Connection Agreement).

~~(f)~~(g) If Aurizon Network:

- (i) considers the requirements in **clause 9.1(c)** have not been satisfied; and
- (ii) refuses to enter into a Connection Agreement,

then Aurizon Network will promptly notify the Private Infrastructure Owner providing reasonable details of why it considers the requirements have not been satisfied.

(h) Unless otherwise agreed with the Private Infrastructure Owner, Aurizon Network will be responsible for designing, constructing, project managing and commissioning of the Connecting Infrastructure.

~~(g)~~(i) Nothing in this **Part 9** Part 9 requires, or obliges either Aurizon Network or the Private Infrastructure Owner to agree, that either the Private Infrastructure or any Connecting Infrastructure to be of a standard or to be of any condition which exceeds the standards and condition of any relevant Rail Infrastructure (including any planned or anticipated Expansion).