

Schedule F

Reference Tariffs ~~and Access Charges~~

[Note: For the purpose of these submitted amendments Aurizon Network has not shown the QCA's Reference Tariff Input, gtk forecast and Allowable Revenue numbers for clauses 7 to 12 of this Schedule F. These are matters that need to be separately addressed.]

1 General provisions

1.1 Purpose

This **Schedule F** will be used for the following purposes:

- (a) Aurizon Network's formulation of Access Charges for a Train Service to which a Reference Tariff applies; and
- (b) where Access Charges, and related provisions, in an Access Agreement that were originally determined based on this **Schedule F** or **Schedule F** of an Applicable Undertaking, to allow for the adjustment of those Access Charges, and related provisions, in accordance with that Access Agreement for consistency with this **Schedule F** (as amended or replaced from time to time); ~~and~~
- ~~(c) the calculation of the Access Charge to be recovered under an Access Agreement:~~
 - ~~(i) entered on or after the Approval Date; or~~
 - ~~(ii) which relies on the Undertaking for the calculation of Access Charges. [Note: Clause 1.1(c) was deleted as it relates to the calculation of Access Charges under Access Agreements not the setting of a Reference Tariff. Those matters are properly addressed in the SAA or relevant Access Agreement.]~~

1.2 Application of Reference Tariffs

The Reference Tariffs in this **Schedule F**:

- (a) apply to coal carrying Train Services from the Commencing Date to the Terminating Date; and
- (b) are based on a Reference Train Service.

1.3 General characteristics of Reference Train Services

The Reference Train Service in respect of the Reference Tariffs:

- (a) **(Commodity)** carries only bulk coal;¹
- (b) **(Operational characteristics)** meets the following criteria:
 - (i) the additional Reference Train Service criteria listed in relation to the applicable Reference Tariff (for example, in **clauses 7.1, 8.1, 9.1, 10.1, and 11.1**);
 - (ii) complies with the maximum speeds permitted on the Nominated Infrastructure as specified in the relevant Preliminary Information;
 - (iii) complies with Aurizon Network's Rollingstock Interface Standards applicable to the Nominated Infrastructure;
 - (iv) is otherwise compatible with the Nominated Infrastructure described in the relevant Preliminary Information and requires no additional expenditure by Aurizon Network to implement varied Below Rail controls identified in the IRMP;
 - (v) operates in accordance with nominated sectional running times specified in the relevant Preliminary Information;
 - ~~(vi)~~(vi) operates from its origin (that is the relevant Nominated Loading Facility or Nominated Unloading Facility, as applicable) directly to its destination (that is, the relevant Nominated Unloading Facility or Nominated Loading Facility, as applicable) using the most direct route on the Rail Infrastructure; [Note: This is an important criteria for defining the Reference Train Service. If a Train Service does not satisfy this criterion there is the potential for the cost and risk associated with that Train Service to differ from the Reference Train Service. As such, Aurizon Network needs the ability to differentiate from the Reference Tariff if such increased cost or risk arises.]
 - ~~(vii)~~(vii) uses bottom dump wagons with the "KWIK DROP" door operating mechanism; and
 - ~~(viii)~~(viii) uses measures to minimise coal spillage and leakage and coal dust emissions en route that are consistent with the Coal Loss Mitigation Provisions in **Schedule J**;
- (c) **(Below Rail Services)** only requires services from Aurizon Network that are Below Rail Services and that Below Rail Services comprised in Access are provided in accordance with this Undertaking;

¹ In defining bulk coal, no differentiation is to be made between coal qualities or types, or between the end use markets of the coal.

- (d) **(Conditions of Access)** operates in accordance with an Access Agreement on ~~substantially~~ the same terms as a Standard Access Agreement applicable to coal carrying Train Services, ~~where the differences from the Standard Access Agreement do not give rise to a material increase in cost or risk~~; and [Note: The Reference Train Service is a yardstick for pricing purposes and, in particular, for the purposes of price differentiation. Any issues relating to differentiation based on cost and risk are properly addressed under Part 6 not Schedule F and not in a criterion for a Reference Train Service.]

The QCA's reference to "substantially the same terms" creates uncertainty and is a recipe for disputes. It also gives rise to the possibility that a change may not be "substantial" but nevertheless increase costs or risk as compared to the Reference Train Service.

For the purpose of the Reference Train Service the only appropriate contractual criterion is the Standard Access Agreement. Parties may still agree terms different from the Standard Access Agreement – but to the extent that doing so results in increased cost or risk of providing access, Aurizon Network may price differentiate in accordance with Part 6.]

- (e) **(Train Service Entitlement)** has a Train Service Entitlement:
- (i) based on Trains being available for operation 24 hours per day and 360 days per year; and
 - (ii) specified in terms of Cyclic Traffic which will:
 - (A) operate in accordance with the distribution set out in the MTP;
 - (B) have regard to Planned Possessions and any other matters agreed between Aurizon Network and other service providers in the relevant Supply Chain; and
 - (C) comply with the applicable scheduling procedures as set out in the Network Management Principles.

1.4 Interpretation

~~For the purposes of clause 3 of this Schedule F only, if an Access Agreement does not end on 30 June of any Year, the final Year of that Access Agreement will be the twelve (12) Month period commencing on the 1 July occurring before the date of the expiration or termination of that Access Agreement and ending on the 30 June occurring after the date of the expiration or termination of that Access Agreement. [Note: Clause 1.4 was deleted as it relates to the calculation of Access Charges under Access Agreements not the setting of a Reference Tariff. The matter is properly addressed in the SAA or relevant Access Agreement.]~~

2 Reference Tariff and Access Charges

2.1 Composition of Reference Tariff

The Reference Tariff is comprised of:

- (a) a charge in relation to Train Services that have operated, calculated in accordance with **clause 2.2** and, if applicable, **clause 2.3** (including Adjustment Charges); and
- (b) a Take or Pay charge calculated in accordance with **clause 3**, [Note: The Take or Pay component of Schedule F is part of the Reference Tariff – albeit that this component is condition on the non-running of relevant Train Services. The Reference Tariff is effectively the “Access Charge” that would apply to a Train Service that is the same as a Reference Train Service. Such an Access Charge should and has always included a take or pay component.]

with specified Reference Tariff inputs and, if applicable, any System Premiums or System Discounts.

2.2 Calculations for Reference Train Services

- (a) Subject to **clause 2.3**, a charge for Reference Train Services is calculated as:

$$\left(AT_1 \times \frac{gtk}{1000} \right) + (AT_2 \times rtp) + \left(AT_3 \times \frac{ntk}{1000} \right) + (AT_4 \times nt) + \left(AT_5 \times \frac{egtk}{1000} \right) + \left(EC \times \frac{egtk}{1000} \right) + (QCALevy \times nt)$$

where:

AT₁ is the incremental maintenance tariff specified as the AT₁ input for the nominated Reference Train Service as specified for the relevant Reference Tariff (for example, as specified in **clauses 7.2, 8.2, 9.2, 10.2** and **11.2**, as applicable);

AT₂ is the incremental capacity tariff specified as the AT₂ input for the nominated Reference Train Service as specified for the relevant Reference Tariff (for example, as specified in **clauses 7.2, 8.2, 9.2, 10.2** and **11.2**, as applicable);

AT₃ is an allocative tariff specified as the AT₃ input for the nominated Reference Train Service as specified for the relevant Reference Tariff (for example, as specified in **clauses 7.2, 8.2, 9.2, 10.2** and **11.2**, as applicable);

AT₄ is an allocative tariff specified as the AT₄ input for the nominated Reference Train Service as specified for the relevant Reference Tariff (for example, as specified in **clauses 7.2, 8.2, 9.2, 10.2** and **11.2**, as applicable);

AT₅ is the electric access tariff specified as the AT₅ input for the nominated Reference Train Service as specified for the relevant Reference Tariff (for example, as specified in **clauses 7.2 and 8.2**, as applicable); and

EC is the electric energy charge which is initially (from the Commencing Date) as specified as the EC input for the nominated Reference Train Service as specified for the relevant Reference Tariff (for example, as specified in **clauses 7.2 and 8.2**, as applicable), and after the Commencing Date as otherwise published by Aurizon Network on the Website on or about each 31 May during the Term after Aurizon Network seeks and obtains the QCA's approval for a new electric energy charge (taking into account any over or under recovery in the previous Year), [Note: For transparency, an unders and overs should be taken into account in setting the new EC.]

provided that the above calculation is subject to the addition of:

- (i) any applicable Adjustment Charge from time to time (including, if necessary, on a pro rata basis with other Train Services that have the same origin and destination and Access Holder and are run during same Billing Period, as the nominated Reference Train Service); and
- (ii) any applicable Environment Compliance Charge from time to time (For clarity, where an Environmental Compliance Charge applies, Aurizon Network must separately identify the amount of that Environmental Compliance Charge. [Note: The Environmental Compliance Charge has nothing to do with EC. The above amendment is proposed in place of the QCA's clause 2.2(e).]

For clarity, the rtp for a Reference Train Service equals one.

- (b) The amounts of the AT₁, AT₂, AT₃, AT₄, AT₅, EC and the QCA Levy inputs (including the System Discounts and System Premiums, if applicable) specified for the relevant Reference Tariff and any Adjustment Charge are GST exclusive.²
- (c) For the purposes of this ~~Schedule F~~ **Schedule F**, a Train Service is a one way Train Service, that is, the journey from the Nominated Loading Facility to the Nominated Unloading Facility is one Train Service, and the return journey from the Nominated Unloading Facility to the Nominated Loading Facility is a second Train Service.
- (d) To the extent that the calculation of gtk and nt for a Train Service require a weight for the relevant Train or any Rollingstock

² An amount for GST will be added to the total calculated Access Charge, in accordance with the provisions of the applicable Access Agreement, at invoicing.

comprised in that Train, weights may be nominal or actual weights, or a combination of nominal and actual weights provided that, unless otherwise agreed by Aurizon Network:

- (i) any nominal weights will be as set out or calculated in the relevant Access Agreement or, otherwise, as agreed or approved by Aurizon Network, in relation to the calculation of gtk or nt, as applicable; and
- (ii) actual weight will only be used where:
 - (A) the gross weight (in tonnes) of loaded or partly loaded wagons needs to be determined;
 - (B) there is a functioning weighbridge or weightometer (verified under the *National Measurement Act 1960* (Cth)) located en route between the origin and destination for the Train Service;
 - (C) Aurizon Network has agreed that the weighbridge or weightometer can be used to weigh wagons for the purpose of calculating Access Charges; and
 - (D) the relevant wagons can actually be weighed by that weighbridge or weightometer.

~~(e) When Aurizon Network publishes the EC, it must separately identify the level of the Environment Compliance Charge within the EC. Where a Train Service is subject to an Expansion Tariff:~~

- ~~(i) the calculation of Access Charges for that Train Service will include the AT₅ input; and~~
- ~~(ii) the AT₅ component of the Access Charge will be calculated as if the Train Service used electric traction and on the basis that a reference to egtk is a reference to gtk.~~

~~(e) regardless of whether the relevant Train Service used electric traction or diesel traction. [Note: This provision is consistent with the position accepted by the QCA in relation to the treatment of AT₅. It is necessary because expansions may require electric infrastructure, even where Access Seekers do not commit to utilising electric locomotives and it is consistent with other arrangements approved for Expansions by the QCA. Similar amendments have been made in clause 2.3 and 3.3.]~~

2.3 Calculations for a Cross System Train Service

- (a) For a Cross System Train Service, the Reference Train Service description for each applicable Reference Tariff for each relevant Coal System will be applied to the extent that the Train Service is using that Coal System and the calculation under **clause 2.2** will be adjusted by applying the following:
 - (i) AT₁ will be the AT₁ ~~component of the Reference Tariff~~ for:

- (A) the Origin Tariff, for the gtk attributable to the Origin System; and
 - (B) the Destination Tariff, for the gtk attributable to the Destination System;
 - (ii) AT_2 will be determined as follows:
 - (A) the AT_2 ~~component of the Reference Tariff in for~~ the Origin ~~System Tariff~~ will be applicable to the Train Paths used in the Origin System, but only if the Train Service operates on capacity constrained Rail Infrastructure corridors of in the Origin System as identified in **clause 2.3(b)**; and
 - (B) otherwise, the AT_2 ~~component of the Reference Tariff in for~~ the Destination ~~Tariff System~~ will be applicable ~~in accordance with clause 2.2~~;
 - (iii) AT_3 will be the AT_3 ~~input for the relevant Reference Tariffs for~~:
 - (A) the Origin Tariff, for the ntk attributable to the Origin System; and
 - (B) the Destination Tariff, for the ntk attributable to the Destination System; and
 - (iv) AT_4 will be the AT_4 ~~input~~ for the Origin Tariff;
 - (v) AT_5 and EC will be determined as the AT_5 and EC ~~components of the Reference Tariff~~ for:
 - (A) the Origin ~~System Tariff~~, for the egtk attributable to the Origin System; and
 - (B) the Destination ~~System Tariff~~, for the egtk attributable to the Destination System; and
 - (vi) the QCA Levy will be the QCA Levy for the Destination Tariff component of the Reference Tariff in the Destination System will be applicable in accordance with clause 2.2, applied to the nt for the Train Service. [Note: The above provisions have been tidied up with the use of appropriate terminology and in some respects simplified.]
- (b) For the purposes of **clause 2.3(a)(ii)**, unless otherwise approved by the QCA, the Rail Infrastructure comprising railways between:
- (i) Coppabella and the Hay Point Junction;
 - (ii) Newlands and Abbot Point; and
 - (iii) Burngrove and the port of Gladstone (including domestic coal terminals in the vicinity of Gladstone),
- is regarded as capacity constrained Rail Infrastructure.

(c) For the purpose of **clause 2.3(a)**, if a Cross System Train Service loads in the Blackwater System and unloads in the Newlands System, then the Goonyella to Abbot Point System is deemed to be the Destination System for that Cross System Train Service.

(d) Where a Train Service is subject to an Expansion Tariff:

(i) the calculation of Access Charges for that Train Service will include the AT_5 input; and

(ii) the AT_5 component of the Access Charge be calculated as if the Train Service used electric traction and on the basis that a reference to $egtk$ is a reference to gtk ,

~~(e) regardless of whether the relevant Train Service used electric traction or diesel traction.~~

~~2.4 Calculations for Access Charge~~

~~(a) The Access Charge under an Access Agreement:~~

~~(i) entered on or after the Approval Date; or~~

~~(ii) which refers to this Undertaking for the calculation of Access Charges;~~

~~is the sum of:~~

~~(iii) the Access Charge for each Train Service Type operated during the relevant period; and~~

~~(iv) the Adjustment Charge.~~

~~(b) The Access Charge for a Train Service Type is determined on the same basis as the charge for a Reference Train Service (as set out in **clause 2.2** and as adjusted by **clause 2.3** and **clause 4.5**) except that:~~

~~(i) if the Train Service Type differs from the relevant Reference Train Service, each of AT_1 , AT_2 , AT_3 , AT_4 , AT_5 and EG will be determined by reference to the Access Charge Rate:~~

~~(A) specified in the Access Agreement for that Train Service Type as varied from time to time in accordance with **clause 4.5**; and~~

~~(B) which must be determined by Aurizon Network by applying this **Schedule F**; and~~

~~(ii) each of $egtk$, gtk , nt , and rtp will be determined as the sum for all Train Services for the relevant Train Service Type operated during the relevant period.~~

~~(c) Adjustment Charge (if any) for a period will be calculated and approved in accordance with this Undertaking. Note: Clause 2.4 was deleted as it relates to the calculation of Access Charges under Access Agreements not the setting of a Reference Tariff.~~

The matter is properly addressed in the SAA or relevant Access Agreement.]

3 Calculations for Take or Pay

3.1 Overview

The Take or Pay payable to Aurizon Network will be calculated in a manner consistent with this **clause 3**.

~~(a) — The TOP Charge under an Access Agreement:~~

~~(i) — entered on or after the Approval Date; or~~

~~(ii) — which refers to this Undertaking for the calculation of Access Charges;~~

~~payable to Aurizon Network:~~

~~(iii) — for a Year is the amount which is the sum of the “TOP Charge” for each Train Service Type for the Year (as defined in paragraph (iv)); and~~

~~(iv) — for a Train Service Type for a Year means the amount calculated in accordance with **clause 3.3** for the Train Service Type and Year. [Note: The above provision was deleted as it relates to the calculation of Access Charges under Access Agreements not the setting of a Reference Tariff. The matter is properly addressed in the SAA or relevant Access Agreement.]~~

3.2 Application of historical Take or Pay arrangements

(a) A different manner of calculation may apply to a Take or Pay depending on the Access Undertaking in force at the time that the relevant Access Agreement was entered into.

(b) This **clause 3.2** describes the application of the Take or Pay obligations contained in Access Agreements that were originally entered into in accordance with the 2001 Undertaking, 2005 Undertaking and/or 2008 Undertaking, given that the Take or Pay obligations reference the undertaking in force at the time of their application.

(c) Where the Access Holder has a Take or Pay with Aurizon Network under an Access Agreement named in Column 1 (**2001/05/08 Access Agreement**), the Take or Pay will be calculated in accordance with Column 2, subject to the adjustments made in Column 3 of the corresponding row in the following table:

Column 1	Column 2	Column 3
An Access Agreement that was executed or renewed	Clause 3.2, Part A, Schedule F of the	Where the calculation refers to:

Column 1	Column 2	Column 3
<p>on or after 20 December 2001 but prior to 30 June 2006.</p> <p>A New Access Agreement where the relevant Old Access Agreement was executed or renewed on or after 20 December 2001 but prior to 30 June 2006.</p>	<p>2001 Undertaking</p>	<p>(a) the System Gtk; or</p> <p>(b) gtk in circumstances where that gtk relates to Train Services other than solely those under the relevant Access Agreement,</p> <p>then exclude any gtk attributable to any Train Services where the Access Charges for those Train Services are set based on an Expansion Tariff.³</p> <p>The references to System Gtk, System Forecast, and gtk in this row have the meanings given to those terms under the 2001 Undertaking.</p> <p>Where the calculation refers to the System Forecast, then that System Forecast is a reference to the Monthly System Forecast for the relevant Coal System set out in clause 12.4.2 of Schedule F.</p>
<p>An Access Agreement that was executed or renewed on or after 30 June 2006 but prior to 23 October 2008.</p> <p>A New Access Agreement where the relevant Old Access Agreement was executed on or after 30 June 2006 but prior to 23 October 2008.</p>	<p>Clause 2.2, Part B, Schedule F of the 2005 Undertaking</p>	<ol style="list-style-type: none"> 1. A reference in that calculation to the “System Gtk”, or to gtk in circumstances where that gtk relates to Train Services other than solely those under the relevant Access Agreement, excludes any gtk attributable to any Train Services where the Access Charges for those Train Services are set based on an Expansion Tariff⁴. 2. A reference in that calculation to the “System Forecast” is a reference to the Gtk Forecast for the relevant System Reference Tariff. 3. A reference to “Paragraph 7.4.4(f) of the Undertaking” is a reference to clause 12.4(f) of this Undertaking. 4. A reference to “Total Actual Revenue” is a

³ Access Agreements for coal carrying Train Services executed or renewed on or after 20 December 2001 but prior to 30 June 2006 (**UT1 Access Agreements**) will have Access Charges for Train Services in a Coal System set based on the relevant System Reference Tariff for that Coal System. Train Services under a UT1 Access Agreements will not have Access Charges set based on any Expansion Tariff for that Coal System. The relevant System Gtk or gtk should be limited to those Train Services whose Access Charges are set based on the same System Reference Tariff as the relevant Train Services for which a Take or Pay is being calculated. In the same way, the Monthly System Forecasts for each Coal System only relate to Train Services whose Access Charges are set by based on the relevant System Reference Tariff.

⁴ Access Agreements for coal carrying Train Services executed or renewed under the 2005 Undertaking or 2008 Undertaking (except for a Customer initiated transfers of UT1 Access Agreements) (**UT2 Access Agreements**) will have Access Charges for Train Services in a Coal System set based on the relevant System Reference Tariff for that Coal System. Train Services under UT2 Access Agreements will not have Access Charges set based on any Expansion Tariff for that Coal System. The relevant System Gtk or gtk should be limited to those Train Services whose Access Charges are set based on the same System Reference Tariff as the relevant Train Services for which a Take or Pay is being calculated.

Column 1	Column 2	Column 3
<p>An Access Agreement that was executed or renewed on or after 23 October 2008 but prior to 1 October 2010.</p> <p>A New Access Agreement where the relevant Old Access Agreement was executed on or 23 October 2008 but prior to 1 October 2010.</p>	<p>Clause 2.2, Part B, Schedule F of the 2008 Undertaking</p>	<p>reference to Total Actual Revenue as defined under this Undertaking.</p> <p>5. A reference to “Individual Coal System Infrastructure” is a reference to the System Reference Tariff that is used to set the Access Charges for the relevant Train Services, subject to item 7 below.</p> <p>6. A reference to “System Allowable Revenue” is a reference to Allowable Revenue as defined under this Undertaking.</p> <p>7. A reference to “Access Agreements in relation to that Individual Coal System Infrastructure” is a reference to Tariff Based Access Agreements in relation to the relevant System Reference Tariff.</p> <p>8. A reference to “the Total Revenue for that Individual Coal System Infrastructure” is a reference to “the Total Revenue” in relation to the relevant System Reference Tariff.</p>

3.3 Application of new Take or Pay arrangements

- (a) This **clause 3.3** describes the application of the Take or Pay obligations contained in Access Agreements that were originally entered into in accordance with the 2010 Undertaking and this Undertaking. Nothing in this **clause 3.3** applies to a 2001/05/08 Access Agreement. (Note: Take or Pay in the context of new Expansions is addressed in **clause 3.3(m)(n)** below.)
- (b) Subject to **clause 3.3(m)(n)** which applies to Take or Pay in the context of Expansions, for the purpose of the Reference Tariff where the Access Holder has a Take or Pay with Aurizon Network under an Access Agreement that is not a 2001/05/08 Access Agreement, the Take or Pay will be calculated as follows: [Note: These amendments refocus the provision on the Reference Tariff. Access charges under an Access Agreement will be set and are governed by the Access Agreement – not this Schedule F.]
- (i) first, the maximum potential Take or Pay will be calculated based on **clauses 3.3(c)(e)** to **(ii)(f)**; and
- (ii) second, **clause 3.3(g)(h)** will be applied to determine whether any Take or Pay liability exists; and
- (iii) third, if Take or Pay liability exists, for the purpose of calculating Tariff Take or Pay in relation to a System Reference Tariff and to that extent only, the maximum potential Take or Pay will be adjusted by applying each of:
- (A) **clause 3.3(i)(j) (Mine capping)**; and

(B) **clause 3.3(i)(k) to (l)(m) (Tariff capping),**

as applicable and in that order to determine the actual Take or Pay payable to Aurizon Network.

~~(c) In relation to Take or Pay charges in the context of a Pre-Approval Date Deal Access Agreement where the Access Holder is not a Train Operator, Take or Pay charges will be payable under that Access Agreement (including in relation to the non-operation of Train Services under any relevant train operations agreement). Take or Pay charges will not be payable to Aurizon Network by a Train Operator under a train operations agreement relevant to that Access Holder. [Note: The above provision was deleted as it relates to the calculation of Access Charges under Access Agreements not the setting of a Reference Tariff. The matter is properly addressed in the SAA or relevant Access Agreement.]~~

~~(d)~~(c) Subject to **clauses 3.3(g)(h) to (l)(m)**, Take or Pay charges applicable to an Access Holder will be:

- (i) determined for each Year;
- (ii) invoiced for each Year following completion of that Year; and
- (iii) calculated as the amount which is 100% of the amount calculated as:

$$(AT_2 \times rtp \times NTS) + \left(AT_3 \times \frac{ntk}{1000} \right) + (AT_4 \times nt)$$

where:

- (A) each of AT_2 , AT_3 and AT_4 inputs for that Access Holder's Access Charges at the rate applicable in that Year);
- (B) the nt and ntk (as applicable) are calculated by:
 - (1) the aggregate nt and ntk (as applicable) that would have been achieved for the relevant Year had the full contracted entitlement been railed for the relevant Train Services; less
 - (2) the aggregate nt and ntk (as applicable) not railed for the relevant Year due to the non-operation of Train Services for a Aurizon Network Cause; less
 - (3) the aggregate nt and ntk (as applicable) railed for the relevant Year; and
- (C) NTS is calculated as:
 - (1) the number of Train Services that the Access Holder would have operated for

the relevant Year had the full contracted entitlement been railed for the relevant Train Services; less

- (2) the number of those Train Services that either:
- were not able to be operated solely as a result of Aurizon Network Cause; or
 - were operated (whether loaded or empty) during that Year,

provided always that the amount of Take or Pay for a relevant Year must not be less than zero.

~~(e)~~(d) To calculate nt and ntk for the purpose of **clause 3.3(c)(d)(iii)(B)**, Aurizon Network will:

- (i) identify from the Access Agreement the number of Train Services that would have operated had the full contracted entitlement been used; and
- (ii) determine the number of Train Services that did not operate under that contracted entitlement due to a Aurizon Network Cause, provided that where an Access Holder has more than one Access Agreement for the same origin to destination pair, Aurizon Network will allocate those Train Services as ~~(between the relevant~~ different ~~Access Agreements)~~ based in the order in which those Access Agreements were executed (unless the relevant Access Holder has nominated a different order, in which case that order will be applied) ~~Train Services that did not operate for Aurizon Network Cause on the same proportional basis as those that did operate,~~ [Note: It is inappropriate and impossible to pro-rate Train Services that did not operate based on ones that did operate. Aurizon Network's proposal is functional and allows an Access Holder to unilaterally adopt a different approach should they choose.]

and calculate the nt and ntk by using the Nominal Train Payload applicable for the relevant Reference Tariff.

(e) For the purpose of calculating Take or Pay charges:

- (i) where the rtp for the relevant Train Services under the Train Service Entitlement:
- (A) equals one, the payload for a loaded Train in respect of that Train Service equals the Nominal Train Payload applicable to the relevant Reference Train Service; or

(B) does not equal one, Aurizon Network will calculate the Take or Pay charges in a manner consistent with the relevant Train Service Entitlement; and [Note: This provision has been reinstated. The assumptions that it is based on are reasonable and favour the Access Holder – the Train Service does not need to be consistent with the Reference Train Service merely have an rtp that equals one. In order to calculate Take or Pay for Train Services that did not operate assumptions on payload are necessary.]

~~(f)~~(ii) For the purpose of calculating Take or Pay charges, the calculation will be based on the origin and destination specified in the relevant Train Service Entitlement (provided that the Nominated Loading Facilities of RG Tanna Terminal and Barney Point will be treated as the same destination for the purposes of such a calculation).

~~(g)~~(f) For the purpose of calculating Take or Pay charges, an Access Holder's entitlement to operate Train Services is, without limitation, determined by reference to the Train Services that could have been operated in accordance with the Access Holder's Train Service Entitlement including even if:

- (i) where the Access Holder is not a Train Operator:
 - (A) the Access Holder has not nominated a Train Operator to utilise Access Rights relevant to all or any of the Train Services;
 - (B) the Access Holder must ensure a Train Operator does not operate, or Aurizon Network suspends the right of the Access Holder to have a Train Operator operate, all or any of the Train Services; or
 - (C) under the relevant train operations agreement, the relevant Train Operator must not operate, or Aurizon Network suspends the right of the relevant Train Operator to operate, all or any of the Train Services; or
- (ii) where the Access Holder is a Train Operator, the Access Holder must not operate, or Aurizon Network suspends the right of the Access Holder to operate, all or any of the Train Services,

except to the extent of any express exceptions specified in the Access Holder's Access Agreement for the purpose of calculating Take or Pay charges where the Access Holder is taken to not have an entitlement to operate Train Services.

Take or Pay trigger

~~(h)~~(g) For the purpose of calculating Tariff Take or Pay in relation to a System Reference Tariff and to that extent only, the Tariff Take or Pay for a Year is not payable for that Year where the aggregate of the gtk for all coal carrying Train Services, to the extent that the Access Charges for those Train Services are set by reference to the relevant Reference Tariff, operated for that Year exceeds the amount calculated as:

- (i) 100% of the Gtk Forecast identified for that Year for that Reference Tariff; less
- (ii) the gtk not achieved due to the non-operation of Train Services for Aurizon Network Cause.

~~(h)~~(h) Where Tariff Take or Pay for a System Reference Tariff is being determined, **clauses 3.3(i)(h)** and **(m)** only apply where Tariff Take or Pay is payable after **clause 3.3(g)(h)** has been applied.

Mine capping

~~(h)~~(i) If:

- (i) Train Services operated in relation to an origin to destination in respect of a person (**End User**) who is either the Customer for those Train Services or the Access Holder for those Train Services (but who has no Customer) under an Access Agreement, exceed the Train Service Entitlement in that Access Agreement (**Exceeded Agreement**); and
- (ii) there is another Access Agreement (excluding Access Agreements executed or renewed prior to 1 October 2010, and New Access Agreements where the relevant Old Access Agreement was executed or renewed within the same period) (**Other Agreement**) with Train Service Entitlements for that same origin to destination and that End User that have not been exceeded,

then the Take or Pay liability under the Other Agreement will be reduced by the amount of the additional revenue from Access Charges for AT₂₋₄ from those excess Train Services under the Exceeded Agreement but only to the extent that both that Take or Pay liability and those Access Charges are set by reference to the same Reference Tariff. For clarity:

- (iii) where the additional revenue is greater than the Take or Pay liability under one or more Other Agreements, that additional revenue may be used to reduce the Take or Pay liability under those Other Agreements (where there is more than one Other Agreement, the reduction will be pro-rated, on the basis of the total revenue from AT₂₋₄ that Aurizon Network is entitled to earn over the relevant Year under each of those

Other Agreements, assuming Train Services were operated with a Nominal Train Payload); and

- (iv) the additional revenue from an Exceeded Agreement can only be used for a reduction of Take or Pay liability under this **clause 3.3(i)(j)** in respect of the Year in which that additional revenue arose and cannot be accrued, rolled over or otherwise used to reduce a Take or Pay liability for any other Year.

Tariff capping

~~(k)(j)~~ **Clause 3.3(k)(j)** must only be applied after **clause 3.3(i)(j)** (if applicable) has been applied.

~~(j)(k)~~ Subject to **clause 3.3(l)(m)**, and to **clause 3.3(i)(j)** (if applicable) having first been applied, where the Total Actual Revenue for AT₂₋₄ in relation to Access Charges set by reference to the relevant Reference Tariff less the aggregate amount of Tariff Take or Pay that Aurizon Network is entitled to earn from all Access Agreements executed or renewed on or after 30 June 2006 (other than any new or varied Access Agreement to the extent entered or varied as part of transferring Access Rights from existing Access Agreements in place on the day immediately prior to 30 June 2006 under a provision of the Access Agreement which permits the transfer of Access Rights) (**Total Revenue**) is:

- (i) greater than or equal to the Allowable Revenue for AT₂₋₄ in relation to the relevant Reference Tariff, Tariff Take or Pay is not payable for that Year under those Access Agreements (**Full Take or Pay Agreements**); or
- (ii) less than the Allowable Revenue for AT₂₋₄ in relation to that Reference Tariff:
 - (A) Aurizon Network will calculate the aggregate amount of Tariff Take or Pay that Aurizon Network is entitled to earn from all Full Take or Pay Agreements (**Total Actual Take or Pay**); and
 - (B) if the Total Actual Take or Pay exceeds the amount by which the Allowable Revenue for AT₂₋₄ in relation to the relevant Reference Tariff exceeds the Total Revenue from Access Charges set by reference to the relevant Reference Tariff (**Maximum Take or Pay Amount**), then:
 - (1) Aurizon Network will calculate for each relevant Access Holder, the proportion that the Access Holder's Tariff Take or Pay amount bears to the Total Actual Take or Pay (**Proportion**); and

- (2) each relevant Access Holder's Tariff Take or Pay amount will be reduced to equal that Access Holder's Proportion of the Maximum Take or Pay Amount.

~~(m)~~(l) In determining what Aurizon Network would be entitled to earn for the purposes of **clause 3.3(k)(4)**, Aurizon Network is deemed to have contracted on the terms of the relevant Standard Access Agreement (as defined under the Applicable Undertaking) that applied on the date of execution or renewal of an Access Agreement, except for:

- (i) those Access Agreements which have been altered by agreement from that form in a manner consistent with the terms of any Approved Undertaking or approval of the QCA, in which case Aurizon Network's entitlement will be calculated in accordance with the terms of such Access Agreements; and
- (ii) a New Access Agreement to the extent entered into as part of transferring Access Rights from an Old Access Agreement executed under the 2001 Undertaking, under a provision of the Access Agreement which permits the transfer of Access Rights, in which case Aurizon Network's entitlement to Tariff Take or Pay amounts will be calculated on the basis that Aurizon Network has contracted on the terms of the relevant Standard Access Agreement (as defined under the 2001 Undertaking) that applied on the date of execution of that Old Access Agreement.

Take or Pay for Expansions

~~(n)~~(m) In relation to Take or Pay in the context of an Expansion Tariff:

- (i) The Take or Pay amount for an Access Holder that is required to pay an Expansion Tariff will be calculated in accordance with:
 - (A) the formulae in **clause 3.3(c)(4)(iii)**; plus
 - (B) $AT_5 \times \text{egtk} / 1000$;where the egtk is calculated ~~by~~as:
 - (C) the aggregate egtk that would have been achieved for the relevant Year had the full contracted entitlement been railed for the relevant Train Services; less
 - (D) the aggregate egtk not railed for the relevant Year due to the non-operation of Train Services for an Aurizon Network Cause; less
 - (E) the aggregate egtk railed for the relevant Year;

provided always that the amount of Take or Pay for the Year must not be less than zero.

- (ii) In order to calculate egtk for the purposes of this clause, Aurizon Network will:
 - (A) identify from the Access Agreement the number of Train Services that would have operated had the full contracted entitlement been used;
 - (B) determine the number of Train Services that did not operate under that contracted entitlement due to an Aurizon Network Cause; and
 - (C) convert this to egtk by using the Nominal Train Payload for the relevant Reference Tariff as reasonably determined by Aurizon Network.
- (iii) For the avoidance of doubt:
 - (A) there is no Take or Pay trigger test – ie, **clause 3.3(g)(h)** does not apply; ~~and~~
 - (B) there are no capping mechanisms – ie, **clauses 3.3(j) – 3.3(l)(m)** do not apply; and
 - (C) where a Train Service is subject to an Expansion Tariff:
 - (1) the calculation of Take or Pay for that Train Service will include the AT₅ input; and
 - (2) the AT₅ component of the Take or Pay be calculated as if the Train Service would have used electric traction and on the basis that a reference to egtk is a reference to gtk,

~~(B)~~ regardless of whether the relevant Train Service would have used electric traction or diesel traction.

4 Annual review of Reference Tariffs and Access Charges

4.1 Requirement for annual review of Reference Tariffs

- (a) Prior to the beginning of each Year during the Term (except for the first Year) each Reference Tariff will be adjusted by Aurizon Network to reflect the variations to the applicable Allowable Revenue:
 - (i) for the relevant Year due to an adjustment to Second Year Allowable Revenue under **clause 4.4**; and

- (ii) for the relevant Year and each subsequent Year during the Term in accordance with **clause 4.1(b)**.
- (b) Aurizon Network will submit to the QCA by 28 February of each Year during the Term:
 - (i) a revised Gtk Forecast for each Reference Tariff for the next Year;
 - (ii) details of the methodology, data and assumptions used to estimate the revised Gtk Forecast; and
 - (iii) the proposed adjustments, for each Reference Tariff, arising from any difference between the relevant revised Gtk Forecast and the Gtk Forecast used for the purpose of determining the Allowable Revenue for that Reference Tariff, to:
 - (A) the Allowable Revenue for the Reference Tariff for each subsequent Year during the Term; and
 - (B) the Reference Tariff for the next Year.
- (c) If, after receiving a submission under **clause 4.1(b)**, the QCA considers that an error has been made in the proposed revised Gtk Forecast or adjustments to Allowable Revenue or Reference Tariffs, then:
 - (i) the QCA will endeavour to notify Aurizon Network within 40 Business Days, providing details of the error and how the proposal needs to be amended in order for the QCA to approve it; and
 - (ii) after receiving that notice, Aurizon Network must within 10 Business Days either:
 - (A) show why it does not consider that the error has been made; or
 - (B) resubmit a corrected version of the submission.
- (d) The QCA may approve the revised Gtk Forecast, Allowable Revenues and Reference Tariffs if it considers that the revised Gtk Forecast is reasonable and the consequential adjustments to Allowable Revenues and Reference Tariffs are calculated properly.
- (e) If Aurizon Network does not make a submission under **clause 4.1(b)** in respect of a Year by 28 February, then no adjustments to the Gtk Forecast, Allowable Revenues or Reference Tariffs for that Year will be made under this **clause 4.1**.

4.2 Allowable Revenue

- (a) Subject to **clause 4.2(b)**, the Allowable Revenue:
 - (i) for AT_{2-4} in relation to a Reference Tariff for a Year, is the total revenue from AT_{2-4} arising from all Tariff Based Access

Agreements in relation to that Reference Tariff that Aurizon Network is entitled to earn over the relevant Year as specified in the Reference Tariff (for example, as specified in **clauses 7.3, 8.3, 9.3, 10.3 and 11.3 of Schedule F**, as applicable), as amended from time to time, and as adjusted or varied in accordance with this **Schedule F** (but, for clarity, excluding any Adjusted Allowable Revenue); and

- (ii) for the AT₅ component of Access Charges in relation to a Reference Tariff for a Year, is the total revenue from the AT₅ component of Access Charges arising from all Tariff Based Access Agreements in relation to that Reference Tariff that Aurizon Network is entitled to earn over the relevant Year as specified in the Reference Tariff (for example, as specified in **clauses 7.3 and 8.3 of Schedule F**, as applicable) as amended from time to time, and as adjusted or varied in accordance with this **Schedule F**.

- (b) Unless otherwise agreed with the QCA, when calculating Allowable Revenue in relation to the Origin Tariff and the Destination Tariff for a Cross System Train Service, ~~regardless of when the Cross System Train Service commenced:~~

- (i) for the Allowable Revenue for AT₂₋₄:
 - (A) the sum of the following components of Access Charges that Aurizon Network would be expected to earn in respect of a forecast Cross System Train Service:
 - (1) the AT₂ components calculated based on the relevant Destination Tariff and on **clause 2.3(a)(ii) of Schedule F**; and
 - (2) 50% of the AT₃ components calculated based on the relevant Destination Tariff, will be allocated to Allowable Revenue for the Destination Tariff; and
 - (B) all other Access Charges attributable to AT₂₋₄ which Aurizon Network would be expected to earn in respect of a forecast Cross System Train Service calculated based on the Origin Tariff applicable to that Cross System Train Service, will be allocated to the Allowable Revenue of the Origin Tariff; and
- (ii) for the Allowable Revenue for AT₅, the AT₅ component of Access Charges that Aurizon Network would be expected to earn in respect of a forecast Cross System Train Service, calculated based on:

- (A) the Origin Tariff and the egtk in the Origin System, will be allocated to the Allowable Revenue for the Origin Tariff; and
- (B) the Destination Tariff and the egtk in the Destination System, will be allocated to the Allowable Revenue for the Destination Tariff.

4.3 Calculation of Revenue Adjustment Amounts

Obligation to calculate Revenue Adjustment Amounts

After the end of each Year, Aurizon Network will calculate for that Year for each Reference Tariff:

- (a) an AT₂₋₄ Revenue Adjustment Amount for that Reference Tariff by subtracting:
 - (i) the Adjusted Allowable Revenue for AT₂₋₄ (calculated under **clause 4.3(c)**) for that Reference Tariff; from
 - (ii) the Total Actual Revenue for AT₂₋₄ (calculated under **clause 4.3(d)**) in relation to that Reference Tariff,
 for that Year; and
- (b) an AT₅ Revenue Adjustment Amount for that Reference Tariff by subtracting:
 - (i) the Adjusted Allowable Revenue for AT₅ (calculated under **clause 4.3(c)**) for that Reference Tariff; from
 - (ii) the Total Actual Revenue for AT₅ (calculated under **clause 4.3(h)(g)**) in relation to that Reference Tariff,
 for that Year.

Calculation of Adjusted Allowable Revenue

- (c) The Adjusted Allowable Revenue for AT₂₋₄ or the AT₅ component of Access Charges in relation to a Reference Tariff is the sum of the following components of the applicable Allowable Revenue (as relevant to the applicable Allowable Revenue):
 - (i) the component relating to the recovery of Aurizon Network's maintenance costs, adjusted to reflect the difference between:
 - (A) the actual MCI value for the relevant Year; and
 - (B) the forecast MCI value that was used for the purpose of determining the relevant Reference Tariff for the relevant Year;
 - (ii) the component relating to the recovery of Aurizon Network's operating costs, excluding those costs referred to in **clause 4.3(c)(i)**, adjusted to reflect the difference between:

- (A) the actual CPI value for the relevant Year; and
 - (B) the forecast CPI value that was used for the purpose of determining the relevant Reference Tariff for the relevant Year;
- (iii) the components relating to the recovery of Aurizon Network's costs associated with the connection of Aurizon Network's electrical traction system to an electricity transmission or distribution network, adjusted to reflect the difference between:
- (A) the actual costs for the relevant Year;
 - (B) the forecast costs used for the purpose of determining the relevant Reference Tariff for the relevant Year;

~~(iv) the components relating to the recovery of Aurizon Network's costs for the cost of audits required under this Undertaking by the QCA for the relevant Year, but only to the extent that the QCA has approved in writing the relevant audit costs as efficiently incurred and such costs are not already recoverable by Aurizon Network elsewhere in this Undertaking;~~

~~(v) the component relating to the recovery of Aurizon Network's costs for ground penetrating radar measurement, but only to the extent that these costs have been prudently and efficiently incurred and are not already recoverable by Aurizon Network elsewhere in this Undertaking; and [Note: Aurizon Network has sought an upfront allowance in the MAR for GPR costs.]~~

- (iv) the components relating to the recovery of Aurizon Network's operating costs, adjusted to:
- (A) reflect the difference between:
 - (1) the actual cost of audits required under this Undertaking for the relevant Year; and
 - (2) the forecast costs of audits required under this Undertaking used for the purpose of determining the relevant Reference Tariff for the relevant Year; and
 - (B) include the actual costs for a Conditions Based Assessment that is required under this Undertaking, provided that where a forecast cost was used for the purpose of determining the relevant Reference Tariff for the relevant Year the adjustment will reflect the difference between that forecast cost and that actual cost; [Note: Setting

the scope, and the requirement, for an audit and Conditions Based Assessments either involve the QCA or are predetermined under the Undertaking. These services are typically provided by external contractors. Aurizon Network should be kept whole in respect of those costs and not prevented from recovering legitimate costs imposed on it by the regulatory process through some ex post exclusion process.]

- (v) the components relating to the payment by Aurizon Network of rebates relating to the capital components of Access Charges attributable to the use of all or part of specified assets relating to the relevant Reference Tariff (other than under a User Funding Agreement), adjusted to reflect the difference between:
 - (A) the actual payment of rebates made under those agreements for the applicable assets; and
 - (B) the forecast payments of those rebates used for the purpose of determining the relevant Reference Tariff for the relevant Year; and [Note: This clause was reinstated, as detailed in Aurizon Network's submission responding to the QCA's consolidated draft decision – which states the issues that are created by its removal.]
- (vi) all components excluding those costs referred to in any of **clauses 4.34.3(c)(e)(i)(i) to (vi)(vi)**.

Calculation of Total Actual Revenue for AT₂₋₄

- (d) Subject to clauses 4.3(e) to (g), ~~the~~ Total Actual Revenue for AT₂₋₄ in relation to the relevant Reference Tariff is the sum of:
 - (i) total revenue from AT₂₋₄ under all Tariff Based Access Agreements, including all revenue from Overload Charges and any Ancillary Revenues relating to maintaining connections to Private Infrastructure (except to the extent that costs associated with maintaining connections to any Private Infrastructure are not specifically allowed for in the relevant Reference Tariff), for coal carrying Train Services, in relation to the relevant Reference Tariff that operated in the Year, that Aurizon Network would have earned (regardless of what it actually earned or collected), if that revenue were calculated consistent with the following: [Note: Ancillary Revenues regarding connections for Private Infrastructure should not be included in the TAR if those amounts were not already built into the MAR and therefore the Reference Tariffs.]

- (A) for a Train Service that is:
 - (1) consistent with the relevant Reference Train Service; and
 - (2) is not a Cross System Train Service, the AT₂, AT₃ and AT₄ components of the relevant Reference Tariff;
 - (B) for a Cross System Train Service that is consistent with the relevant Reference Train Service (to the extent that the relevant Reference Tariff applies), that part of the AT₂, AT₃ and AT₄ components of the relevant Reference Tariff allocated consistently with the method used in the calculation of the relevant Allowable Revenue under **clause 4.2(b)**;
 - (C) for a Train Service that varies from the relevant Reference Train Service due to it not complying with:
 - (1) **clause 1.3(b)(v)**, the AT₂ component of the Access Charge (where the Access Charge varies from the Reference Tariff under **clause 6.2.3(c)** of this Undertaking) and the AT₃ and AT₄ components of the relevant Reference Tariff; or
 - (2) any other part of **clause 1.3(b)**, ~~(d)(d)~~ or ~~(e)(e)~~ (other than **clause 1.3(b)(v)(v)** – with which it complies), the AT₂, AT₃ and AT₄ components of the relevant Reference Tariff; or
 - (D) for a Train Service where the QCA has otherwise approved an Access Charge that differs from the relevant Reference Tariff, the amount of the AT₂, AT₃ and AT₄ components of the relevant Access Charge;
- (ii) the amount of all Take or Pay amounts and, subject to **clause 4.3(f)4.3(e)**, Relinquishment Fees and Transfer Fees which Aurizon Network would be entitled to be paid in the relevant Year under Tariff Based Access Agreements, for coal carrying Train Services, in relation to the relevant Reference Tariff (or, for a Cross System Train Service, to the extent the relevant Reference Tariff applies to the setting of Access Charges for that Cross System Train Service) calculated on the basis that Aurizon Network is deemed to have contracted on the terms of the relevant Standard Access Agreement (as defined under the Applicable

Undertaking) that applied on the date of execution or renewal of an Access Agreement, except for:

- (A) those Access Agreements which have been altered from the relevant Standard Access Agreement in accordance with any Approved Undertaking or as approved by the QCA, for which Aurizon Network's entitlement to Take or Pay amounts, Relinquishment Fees or Transfer Fees will be calculated in accordance with the terms of those Access Agreements; and
- (B) a New Access Agreement to the extent entered into as part of transferring Access Rights from an Old Access Agreement executed under the 2001 Undertaking, under provisions of the Access Agreement which permits the transfer of Access Rights, which has not been renewed after 30 June 2006, for which Aurizon Network's entitlement to Take or Pay amounts, Relinquishment Fees and Transfer Fees will be calculated on the basis that Aurizon Network has contracted on the terms of the relevant Standard Access Agreement (as defined under the 2001 Undertaking) that applied on the date of execution of that Old Access Agreement; and

(iii) all revenue from AT₂₋₄ that Aurizon Network would have been entitled to earn under a Tariff Based Access Agreement in relation to the relevant Reference Tariff during the relevant Year but for Aurizon Network's breach of that Access Agreement or negligence in the provision of Below Rail Services to the extent that such events of breach or negligence resulted in the non-provision of 510% or more of the total number of Train Services ~~for any single origin-destination pair~~ under the relevant Access Agreement during the relevant Year (provided that:

(A) where Access Rights are held by a party that is not a Train Operator, the 510% threshold is measured across the number of Train Services ~~for each single origin-to-destination pair~~ under that Access Agreement, not any relevant train operations agreement); and

~~(iii)~~ (B) to the extent that the limitation of liability clauses under the relevant Access Agreement operate to relieve Aurizon Network from liability for the non-provision of those Train Services, those Train Services are excluded from the calculation of the 10% threshold referred to in this clause, [Note:

Aurizon Network has already made submissions demonstrating that 10% is the appropriate threshold. However, in order to give effect to the QCA's desire for alignment with the SAA, the provision has been more closely aligned to the limitation on liability provisions under the SAA.]

less any interest comprised in those amounts representing interest paid or payable to Aurizon Network in relation to Access Charges (including any Adjustment Charges).

(e) For the purpose of **clause 4.3(d)(ii)**:

(i) Aurizon Network is assumed to have been provided with a bank guarantee or other security (**security**) in accordance with the relevant Standard Access Agreement (as defined under the Applicable Undertaking) that applied on the date of execution of the relevant Access Agreement; and

(ii) Where Aurizon Network has not received an amount that it was entitled to be paid, then for the purpose of **clause 4.3(d)(ii)**, Aurizon Network will only be "entitled to be paid", within the meaning of that clause, the amount it could recover under the security (regardless of whether or not Aurizon Network actually held or drew on any security under the relevant Access Agreement). [Note: Aurizon Network does not accept as appropriate the QCA's proposed refusal of 12 month's security under the SAA. However, the QCA has claimed the revenue cap protects Aurizon Network in any event. The revenue cap does not have that effect. While reluctant to introduce further complexity (when a 12 month's security requirement would more simply resolve the issue), the above provisions are proposed to endeavour to provide at least some degree of protection under the revenue cap process. The effect is that any Take or Pay default in excess of the 6 month's security proposed by the QCA will be socialised through the revenue cap process.]

(e)(f) Subject to the QCA's approval, Aurizon Network may reduce the amount of any Relinquishment Fee or Transfer Fee used to calculate Total Actual Revenue for a Year if its inclusion will have a material effect on the AT₂₋₄ Revenue Adjustment Amount.

(f)(g) If Aurizon Network reduces the amount of any Relinquishment Fee or Transfer Fee under **clause 4.34.3(f)(e)** of **Schedule F** ~~Schedule F~~, then the amount of the reduction must be carried forward to a following Year, including a return on capital amount, calculated by reference to the Discount Rate over the period starting on the first day of the Year in which the Relinquishment Fee or Transfer Fee is received and ending on the

first day of the Year in which the Relinquishment Fee or Transfer Fee is included in the calculation of Total Actual Revenue.

Calculation of Total Actual Revenue for the AT₅ component of Access Charges

~~(g)~~(h) The Total Actual Revenue for the AT₅ component of Access Charges in relation to the relevant Reference Tariff is the sum of:

(i) total revenue from the AT₅ component of Access Charges arising from all Tariff Based Access Agreements, for coal carrying Train Services, in relation to the relevant Reference Tariff that Aurizon Network has actually earned over the relevant Year (whether or not actually collected by Aurizon Network), calculated using:

(A) for a Train Service for which **clause 6.9.1(b)** of this Undertaking applies, the amount of the AT₅ component of the relevant Access Charges; or

(B) if **paragraph (A)** does not apply:

(1) for a Cross System Train Service that is consistent with the relevant Reference Train Service, the AT₅ component of the relevant Reference Tariff allocated consistently with the method used in the calculation of the relevant Allowable Revenue under **clause 4.24.2(b)(b)**; or

(2) where **paragraph (1)** does not apply, the AT₅ component of the relevant Reference Tariff; and

(ii) all revenue from the AT₅ component of Access Charges that Aurizon Network would have been entitled to earn under a Tariff Based Access Agreement in relation to the relevant Reference Tariff during the relevant Year but for Aurizon Network's breach of that Access Agreement or negligence in the provision of Below Rail Services to the extent that such events of breach or negligence resulted in the non-provision of 510% or more of the total number of Train Services for ~~any single origin-destination pair~~ under the relevant Access Agreement during the relevant Year ~~(provided that:~~

(A) where Access Rights are held by a party that is not a Train Operator, the 510% threshold is measured across the number of Train Services ~~for each single origin to destination pair~~ under that Access Agreement, not any relevant train operations agreement); and

~~(iii)~~(B) to the extent that the limitation of liability clauses under the relevant Access Agreement operate to

relieve Aurizon Network from liability for the non-provision of those Train Services, those Train Services are excluded from the calculation of the 10% threshold referred to in this clause,

less any interest comprised in those amounts representing interest paid or payable to Aurizon Network in relation to Access Charges (including any Adjustment Charges).

Approval of Revenue Adjustment Amounts

~~(h)~~(i) Aurizon Network will submit to the QCA by 30 September after the end of each Year of the Term details of the methodology, data and assumptions used to calculate the Revenue Adjustment Amounts for that Year under this **clause 4.34.3** and **clause 4.44.4** provided that if, in that September, Adjustment Charges have not yet been approved relating to the relevant Year, then Aurizon Network is only required to submit the relevant information within 30 days after those Adjustment Charges have been approved.

~~(j)~~(i) The QCA may give Aurizon Network a written notice requiring Aurizon Network to submit the Revenue Adjustment Amounts, if Aurizon Network fails to do so under **clause 4.3(h)**.

~~(j)~~(k) The QCA may grant Aurizon Network an extension of the time for submitting, or resubmitting, the Revenue Adjustment Amounts if:

- (i) Aurizon Network provides a written request to the QCA for an extension of time; and
- (ii) the extension of time is reasonable or necessary.

If an extension of time is granted, Aurizon Network will submit the Revenue Adjustment Amounts within the time specified by the QCA.

~~(k)~~(l) The QCA may calculate Revenue Adjustment Amounts that are consistent with the requirements specified in this **clause 4.3**:

- (i) if Aurizon Network does not comply with a notice from the QCA under **clause 4.3(i)(h)** or **4.34.3(o)(n)(ii)(ii)**; or
- (ii) if the QCA, under **clause 4.34.3(o)(n)(ii)(ii)**, refuses to approve the Revenue Adjustment Amounts resubmitted by Aurizon Network.

~~(k)~~(m) Where Aurizon Network submits the Revenue Adjustment Amounts under **clause 4.3(h)**, the QCA may, to the extent it considers it appropriate to do so:

- (i) publish details of the Revenue Adjustment Amounts; and
- (ii) invite consider comments from stakeholders regarding the Revenue Adjustment Amounts.

To the extent that such comments are provided, the QCA must give Aurizon Network a reasonable period to respond to those comments.

~~(m)~~(n) The QCA will approve any Revenue Adjustment Amounts if the QCA is reasonably satisfied that they have been calculated in accordance with this **clause 4.3**.

~~(n)~~(o) If the QCA:

- (i) approves the Revenue Adjustment Amounts, the QCA will give Aurizon Network a notice in writing stating the reasons for the QCA's decision; or
- (ii) refuses to approve the Revenue Adjustment Amounts, the QCA will give Aurizon Network a notice in writing:
 - (A) stating the reasons for its refusal and the way in which it considers that the Revenue Adjustment Amounts should be amended; and
 - (B) requiring Aurizon Network to amend the Revenue Adjustment Amounts in that way and to resubmit the Revenue Adjustment Amounts to the QCA within 30 days after Aurizon Network receives that notice.

~~(e)~~(p) Aurizon Network must comply with a notice under **clause 4.34.3(o)(n)(ii)(iii)**.

~~(p)~~(q) The QCA may approve Revenue Adjustment Amounts resubmitted by Aurizon Network or developed by the QCA under **clause 4.3(k)(j)**, if it is satisfied that they:

- (i) are consistent with the matters specified under **clause 4.3(m)(t)**; and
- (ii) if a notice has been issued under **clause 4.34.3(o)(n)(ii)(iii)**, have been amended or developed in accordance with that notice.

~~(e)~~(r) Despite any other provision of this Undertaking, to the extent that:

- (i) Adjustment Charges have been approved for a Year;
- (ii) Aurizon Network is entitled or obliged to recover or reimburse those Adjustment Charges from or to Access Holders;
- (iii) Aurizon Network is obliged under this Undertaking to calculate Revenue Adjustment Amounts in respect of that Year; and
- (iv) in recovering or reimbursing the Adjustment Charges, the Adjustment Charges are included in an invoice relating to a **B**illing **P**eriod in the Year in which the relevant Revenue Adjustment Amounts are required to be calculated,

then, the Total Actual Revenue for AT₂₋₄ or AT₅ for each relevant Coal System for that Year and the Year in which the relevant Revenue

Adjustment Amounts are required to be calculated must be adjusted to take account of the Adjustment Charges (but excluding the interest component of those Adjustment Charges).

4.4 Revenue adjustment

- (a) Where a Revenue Adjustment Amount has been approved by the QCA under **clause 4.3**:
 - (i) the equivalent Allowable Revenue to that used in the calculation of that Revenue Adjustment Amount for the relevant Reference Tariff for the Year after the Year in which that Revenue Adjustment Amount was calculated (that is, the **Second Year Allowable Revenue**) will be adjusted in accordance with this **clause 4.4.4**; and
 - (ii) the Allowable Revenue for all subsequent Years will also be adjusted to reflect the actual change in the MCI and CPI as used in the calculation of the approved Revenue Adjustment Amount.
- (b) A Second Year Allowable Revenue will be adjusted as follows:
 - (i) for an AT_{2-4} Revenue Adjustment Amount, by subtracting from the relevant Second Year Allowable Revenue:
 - (A) that AT_{2-4} Revenue Adjustment Amount; and
 - (B) a return on capital amount, calculated by reference to the Discount Rate as applied to the AT_{2-4} Revenue Adjustment Amount over the period starting on the first day of the Year in which the Revenue Adjustment Amount is calculated and ending on the last day of the Year following that Year; and
 - (ii) for an AT_5 Revenue Adjustment Amount, by subtracting from the relevant Second Year Allowable Revenue:
 - (A) that AT_5 Revenue Adjustment Amount; and
 - (B) a return on capital amount, calculated by reference to the Discount Rate as applied to the AT_5 Revenue Adjustment Amount over the period starting on the first day of the Year in which the Revenue Adjustment Amount is calculated and ending on the last day of the Year following that Year.
- (c) Where a Second Year Allowable Revenue is adjusted under this **clause 4.4.4**, Aurizon Network will vary the relevant Reference Tariff as part of the adjustment of the relevant Reference Tariff under **clause 4.1(a)**.

~~4.5 — Review of Access Charge Rates~~

- ~~(a) — If the Access Charge under an Access Agreement:~~
- ~~(i) — entered on or after the Approval Date; or~~
 - ~~(ii) — which refers to the Undertaking for the calculation of Access Charges,~~
- ~~is determined by reference to an Access Charge Rate and the Reference Tariff on which that Access Charge Rate is determined is adjusted as a result of the operation of this clause 4, then:~~
- ~~(iii) — the Access Charge Rate will be adjusted by Aurizon Network to reflect the adjustment to the applicable Reference Tariff; and~~
 - ~~(iv) — Aurizon Network must notify the Access Holder of the adjustment to the Access Charge Rate within twenty (20) Business Days from the date on which the QCA's decision making or approving the adjustment to the relevant Reference Tariff is first published by the QCA.~~
- ~~(b) — In considering any variations to Access Charge Rates under clause 4.5(a) as a result of a change in a Reference Tariff, Aurizon Network must have regard to, amongst any other relevant matters:~~
- ~~(i) — any pre-existing differences between the Access Charge Rates and the Reference Tariffs;~~
 - ~~(ii) — any change to Reference Tariffs (including new Reference Tariffs);~~
 - ~~(iii) — any change to the characteristics of the Reference Train Service; and~~
 - ~~(iv) — any differences between the Train Description for a Train Service Type and the characteristics of the Reference Train Service. [Note: The above provision was deleted as it relates to the calculation of Access Charges under Access Agreements not the Reference Tariff. The matter is properly addressed in the SAA or relevant Access Agreement.]~~

5 Reference Tariff variations

5.1 Obligation to submit Reference Tariff variations

- (a) Aurizon Network:
 - (i) may submit a Reference Tariff variation to the QCA, where Aurizon Network considers that the variation will promote efficient investment by either Aurizon Network or another person in the Supply Chain; or

- (ii) will submit a Reference Tariff variation to the QCA, subject to **clause 5.6**:
 - (A) within sixty (60) days after:
 - (1) Aurizon Network becomes aware that an Endorsed Variation Event has occurred or a Review Event has occurred or will occur; or
 - (2) a written notice being given to Aurizon Network by the QCA under **clause 5.1(b)**; or
 - (B) by 28 February prior to each Year of the Term, in accordance with **clause 4.1(a)** (if applicable).
- (b) The QCA may give Aurizon Network a written notice requiring Aurizon Network to submit a Reference Tariff variation if Aurizon Network fails to submit a Reference Tariff variation within 60 days, subject to **clause 5.6**, after the QCA determines, and notifies Aurizon Network, that an Endorsed Variation Event or a Review Event has occurred.
- (c) The QCA may develop a Reference Tariff variation that is consistent with the requirements specified in this **clause 5**:
 - (i) if Aurizon Network does not comply with a written notice given by the QCA under **clause 5.1(b)** or **clause 5.5(e)(ii)** for it to submit, or resubmit, a Reference Tariff variation; or
 - (ii) if the QCA refuses to approve a Reference Tariff variation resubmitted by Aurizon Network in accordance with a notice given by the QCA under **clause 5.5(e)(ii)**.
- (d) A Reference Tariff variation under this **clause 5** will include a revised GtK Forecasts and Allowable Revenues to the extent applicable to that Reference Tariff variation.

5.2 Endorsed Variation Events

The occurrence of any of the following events is an Endorsed Variation Event:

- (a) a Change in Law or a Change in Relevant Taxes occurs, that either alone or in combination with all other Changes in Law or Changes in Relevant Taxes that have occurred since the Commencing Date, would cause a change in the costs reflected in the AT₃, AT₄, and/or AT₅ input of the relevant Reference Tariff of greater than 2.5% excluding the impact of any Change in Law or Change in Relevant Taxes that have previously resulted in a variation of the Reference Tariff;
- (b) a change in the pricing of one or more Distribution Entities and/or Transmission Entities that, either alone or in combination with all other changes in the pricing of relevant Distribution Entities and/or

Transmission Entities that have occurred since the Commencing Date and that have not previously resulted in a variation of the Reference Tariff, would cause a change in the costs reflected in the AT₅ input of the relevant Reference Tariff of greater than 2.5%; or

- (c) the QCA Levy input of a relevant Reference Tariff is reviewed (taking into account any over or under recovery of fees via the QCA Levy component of Access Charges in the previous Year) following the QCA's announcement of its fees for the provision of regulatory services for the rail industry.

5.3 Review Event

The occurrence of any of the following events is a Review Event:

(a) where Aurizon Network's maintenance costs have been prudently and efficiently incurred, but are greater than its maintenance cost allowance, including where that increase in maintenance costs relates to:

(i) Aurizon Network's maintenance practices changing, as reasonably requested by an Access Holder or Customer subsequent to the Commencing Date; or

(ii) Aurizon Network through a competitive process, engaging or otherwise appointing a Third Party, or an Aurizon Party (on arms-length terms), to perform any maintenance activities,

which has caused, or will cause, a change in the costs reflected in the AT₃, AT₄ and/or AT₅ inputs of a Reference Tariff of greater than 2.5%; [Note: Aurizon Network is not aware of any reasonable basis to exclude the above circumstance from being a Review Event. It is appropriate in these circumstances that an adjustment to the Reference Tariffs should be possible.]

(b) a Force Majeure Event – of the type set out in either **paragraph (e), (l)** or **(m)** of the definition of that term – affecting Aurizon Network, to the extent that Aurizon Network has incurred or will incur additional Incremental Costs of greater than \$1 million that have not previously resulted in a variation of the relevant Reference Tariff;

(c) Aurizon Network incurs costs for an expert review of a Capacity Assessment that is required under this Undertaking; [Note: This factor has been moved from the revenue cap process to become a Review Event. This seems more appropriate that what was originally proposed for UT4.]

(d) Aurizon Network incurs, or reasonably expects to incur, costs relating to or arising out of compliance with this Undertaking that were not allowed for in the determination of the relevant Reference Tariff, including compliance with:

- (i) dynamic assessment requirements in relation to Network Development Plan options;
- (ii) various SUFA obligations – for example, a review of the SUFA framework;
- (iii) various new train planning processes in relation to the Network Management Principles and System Rules;

[Note: The QCA has proposed substantial changes to the regulatory framework proposed by Aurizon Network. There are many instances where proposed changes add to the regulatory burden imposed on Aurizon Network and require Aurizon Network to incur additional costs that have not been allowed for in the MAR. It is appropriate to recognise this and the prospect of adjustments to Reference Tariffs to reflect those increased costs.]

- (e) where a material change occurs in the assumed forecast contracted volumes relevant to an existing Capital Indicator; or
- (f) any other material change in circumstances that Aurizon Network can reasonably demonstrate may give rise to a need to vary the relevant Reference Tariff, ~~is a Review Event~~ [Note: Paragraphs (e) and (f) above had been reinstated. It is unclear why a change to the Reference Tariff is not appropriate in the circumstances described.]

in respect of which Aurizon Network has given written notice to the QCA of Aurizon Network's intention to propose a variation to that Reference Tariff under this **clause 5**.

5.4 Requirements for submissions

Where Aurizon Network submits a Reference Tariff variation, the variation must:

- (a) nominate the Reference Tariff to be varied;
- (b) include details of the methodology, data and assumptions used to vary the Reference Tariff;
- (c) for a variation under **clause 5.1(a)(i)**, include information on:
 - (i) the matters set out in **clause 6.6** (Pricing limits) of this Undertaking; and
 - (ii) why Aurizon Network considers that the variation of the Reference Tariff will promote efficient investment by either Aurizon Network or another person in the Supply Chain; and
- (d) for a variation in respect of an Endorsed Variation Event or a Review Event, evidence that the Endorsed Variation Event or Review Event has occurred or will occur.

5.5 Approval process

- (a) The QCA may publish details of Aurizon Network's proposed Reference Tariff variation and invite and consider comments from stakeholders regarding the proposed variation.
- (b) The QCA must give Aurizon Network a reasonable opportunity to respond to any comments from stakeholders that the QCA considers regarding the proposed variation. The QCA must consider all such responses from Aurizon Network.
- (c) The QCA may approve Aurizon Network's proposed Reference Tariff variation if the QCA is satisfied that:
 - (i) for a variation in respect of an Endorsed Variation Event:
 - (A) the Endorsed Variation Event has occurred; and
 - (B) the variation of the Reference Tariff is consistent with the change in the forecast cost resulting from the Endorsed Variation Event (including incremental maintenance [and operating costs](#) and incremental capital costs), calculated as if all other assumptions originally used for the determination of Reference Tariffs are held constant;
 - (ii) for a variation in respect of a Review Event:
 - (A) the Review Event has occurred or will occur; and
 - (B) the variation of the relevant Reference Tariff:
 - (1) is consistent with the change in the cost resulting from or that will result from the Review Event; and
 - (2) reflects the impact of the relevant Review Event on the financial position of Aurizon Network (including the impact of incremental maintenance [and operating costs](#) and incremental capital costs); ~~and~~
 - ~~(iii)~~ [\(iii\)](#) for a variation in respect of either an Endorsed Variation Event or a Review Event, whether the proposed variation has been calculated as if all other Reference Tariffs were also being recalculated due to the Endorsed Variation Event or Review Event (as applicable); [and](#)
 - ~~(iii)~~ [\(iv\)](#) [to the extent that the Reference Tariff variation includes revised GtK Forecasts or Allowable Revenue, the revised GtK Forecast is reasonable and the consequential adjustments to Allowable Revenues are calculated properly.](#)

- (d) If the QCA approves a Reference Tariff variation:
 - (i) the QCA will give Aurizon Network a notice in writing stating the reasons for the QCA's decision;
 - (ii) the Reference Tariff variation will apply, where the variation arose as a result of:
 - (A) an Endorsed Variation Event:
 - (1) from the first day of the Month immediately following the date of the occurrence of the Endorsed Variation Event; or
 - (2) where the date of the occurrence of the Endorsed Variation Event is the first day of a Month, from that date;
 - (B) an adjustment of Reference Tariffs under **clause 4.1**, from 1 July of the Year following the Year in which the variation was submitted; or
 - (C) a Review Event, from the date approved by the QCA (being a date that may be before, on or after the date on which the QCA approved that Reference Tariff variation); and
 - (iii) Aurizon Network must:
 - (A) publish details of the Reference Tariff variation on the Website; and
 - (B) advise Access Holders and Access Seekers, in respect of the relevant Reference Train Service, of the Reference Tariff variation.
- (e) If the QCA refuses to approve a Reference Tariff variation, the QCA will give Aurizon Network a notice in writing:
 - (i) stating the reasons for its refusal and the way in which the QCA considers that the variation should be amended; and
 - (ii) if that variation was required to be submitted by Aurizon Network under this **clause 5** in respect of an Endorsed Variation Event or a Review Event, requiring Aurizon Network to vary the Reference Tariff in the way the QCA considers it appropriate and to resubmit the variation to the QCA within twenty (20) Business Days after Aurizon Network receiving the notice, subject to **clause 5.6**.
- (f) Aurizon Network must comply with a notice given under **clause 5.5(e)**.

- (g) When considering whether to approve a resubmitted Reference Tariff variation or a Reference Tariff variation developed by the QCA under **clause 5.1(c)**, the QCA must take into account:
 - (i) the matters specified under **clause 5.5(c)** (as applicable); and
 - (ii) if applicable, whether the variation has been amended or developed in [accordance](#) with the QCA's prior decision (if any) to refuse to approve the relevant Reference Tariff variation.
- (h) For the purposes of **clause 5.1**:
 - (i) a Reference Tariff variation submitted by Aurizon Network or developed by the QCA under **clause 5.1** must include a review of Allowable Revenue and Gtk Forecast to the extent applicable to that variation; and
 - (ii) the QCA in approving a variation of a Reference Tariff must also approve the corresponding variation of the applicable Allowable Revenue and Gtk Forecast.

5.6 Extensions of time

- (a) The QCA may grant Aurizon Network an extension of the time for submitting, or resubmitting, a Reference Tariff variation if:
 - (i) Aurizon Network provides a written request to the QCA for an extension of time which includes the reasons why Aurizon Network requires the extension of time; and
 - (ii) the extension of time is reasonable or necessary.
- (b) If the QCA grants Aurizon Network an extension of time under **clause 5.6(a)**, Aurizon Network must submit or resubmit the Reference Tariff variation within the time specified by the QCA.

6 Adjustment Charges

6.1 Calculation of Adjustment Charges

- (a) Subject to **clause 6.36-3**, if:
 - (i) this Undertaking specifies that a Reference Tariff is applicable or effective from a date prior to the date on which that Reference Tariff was approved by the QCA; or
 - (ii) a variation of a Reference Tariff (including a variation approved under **clause 5**) is applicable or effective from a date prior to the date on which the variation was approved by the QCA,

Aurizon Network is entitled to recover from or will reimburse to, as applicable, each relevant Access Holder (or, if applicable, Train

Operator if it pays a component of the Access Charges the amount **(Adjustment Amount)** which is the sum of:

- (iii) the aggregate of the differences, for each relevant Access Holder (or, if applicable, Train Operator) for each calendar Month (or part thereof) since the date on which the Reference Tariff or the variation of the Reference Tariff was to apply or take effect (**Effective Date**) until the date on which that Reference Tariff was approved by the QCA or the variation of the Reference Tariff was made, as applicable, between:
 - (A) the Access Charges paid or payable by that Access Holder (or, if applicable, Train Operator) in respect of the Train Services operated by or for that Access Holder (or, if applicable, Train Operator) during that calendar Month (or part thereof); and
 - (B) the Access Charges that would have been paid or payable by that Access Holder (or, if applicable, Train Operator) in respect of those Train Services if the Access Charges were calculated in accordance with the Reference Tariff or the variation of the Reference Tariff referred to in **clause 6.1(a)(i)** or **(ii)(#)** on and from the Effective Date; and
- (iv) the aggregate of the interest calculated in accordance with **clause 6.1(b)** in respect of the amount of each difference comprising the amount calculated in accordance with **clause 6.1(a)(iii)**,

by making adjustments to the Access Charges (**Adjustment Charge**) payable by Access Holders (or, if applicable, Train Operator if it pays a component of the Access Charges so as to recover or reimburse, as applicable, the Adjustment Amount (subject to the provisions of this Undertaking). To the extent that the Access Holder (or, if applicable, Train Operator) has not paid the original Access Charge to which an Adjustment Charge relates, then the Adjustment Charge may be set off against the amount payable by the Access Holder (or, if applicable, Train Operator).

- (b) The interest referred to in **clause 6.1(a)(iv)** must be calculated:
 - (i) in respect of the amount of each difference comprising the amount calculated under **clause 6.1(a)(iii)(#)**;
 - (ii) on the basis that the interest:
 - (A) accrues and is charged from day to day; and
 - (B) is capitalised at the end of each Month and will thereafter itself bear interest;

- (iii) at the rate equal to, for interest accruing in a Month:
 - (A) the mid-point of the one Month Bank Bill Swap Rate as published by the Australian Financial Markets Association (or its successor) for the Business Day immediately prior to the 21st day of the previous Month; or
 - (B) if that rate is no longer published, the rate will be an appropriate equivalent rate determined by Aurizon Network, acting reasonably; and
- (iv) for the period commencing on the date when the Access Charges used to calculate the applicable difference in accordance with **clause 6.1(a)(iii)(iii)(A)(A)** were due and payable and ending on the date when the Adjustment Charge is to be due and payable,

provided that if Aurizon Network is required to reimburse an Adjustment Charge, then no interest will be calculated to the extent that the Access Holder (or, if applicable, Train Operator) has not paid the original Access Charge to which the Adjustment Charge relates.

6.2 Approval of Adjustment Charges

- (a) Aurizon Network:
 - (i) may, if it submits a Reference Tariff variation under **clause 5.1** and that variation is proposed to apply or take effect on a date prior to the date on which the QCA will approve the variation; or
 - (ii) must, if:
 - (A) the QCA approves a Reference Tariff variation under **clause 5.1** and that variation applies or takes effect on a date prior to the date on which the QCA approves the variation (and subject to **clause 6.26.2(a)(a)(i)(i)**); or
 - (B) this Undertaking specifies that a Reference Tariff is applicable or effective from a date prior to the date on which that Reference Tariff was approved by the QCA,
- submit to the QCA proposed Adjustment Charges.
- (b) Where Aurizon Network submits proposed Adjustment Charges to the QCA under **clause 6.2(a)**:
 - (i) Aurizon Network's submission must, without limitation:
 - (A) identify, subject to **clause 6.3(a)**, the Access Holders (or, if applicable, Train Operator) in respect of whom the proposed Adjustment Charges are to be applied;

- (B) set out the proposed Adjustment Charges for each Access Holder (or, if applicable, Train Operator) including details of how those proposed Adjustment Charges were calculated;
- (C) indicate the Billing Period(s) in respect of which the proposed Adjustment Charges are to be applied; and
- (D) if applicable, how the proposed Adjustment Charges are to be allocated for the purposes of calculations under **clause 4.3**;

(ii) if the QCA considers it appropriate, the QCA may publish details of Aurizon Network's submission of proposed Adjustment Charges and invite and consider comments from stakeholders regarding the proposed Adjustment Charges; and

(iii) the QCA must approve:

- (A) the Access Holders (and, if applicable, Train Operators) in respect of whom the Adjustment Charges are to apply;
- (B) the Adjustment Charges that are to apply to each Access Holder (and, if applicable, Train Operator);
- (C) the Billing Period(s) in respect of which the Adjustment Charges will be applied; and
- (D) if applicable, how the Adjustment Charges must be allocated for the purposes of calculations under **clause 4.3**,

if the proposed Adjustment Charges submitted by Aurizon Network (excluding any interest component) constitute no more of a recovery or no less of a reimbursement of any under or over recovery of Access Charges by Aurizon Network that relate to each Access Holder (or, if applicable, Train Operator), and any interest component was calculated under **clause 6.1(b)(iii)(B)**.

- (c) Aurizon Network must comply with an approval of the QCA given under **clause 6.2(b)(iii)** or **6.2(f)** including in applying the Adjustment Charge approved for each Access Holder to the calculation of Access Charges payable by that Access Holder (or, if applicable, Train Operator).
- (d) If the QCA refuses to approve Aurizon Network's submission for an Adjustment Charge, the QCA must give Aurizon Network a notice in writing:
 - (i) stating the reasons for its refusal and the way in which the QCA considers the proposed Adjustment Charge should be

amended so as to constitute (excluding any interest component) no more of a recovery or no less of a reimbursement of any under or over recovery of Access Charges by Aurizon Network that relate to each Access Holder (or, if applicable, Train Operator); and

- (ii) requiring Aurizon Network to vary the proposed Adjustment Charge in the way the QCA considers it appropriate and resubmit the amended proposal to the QCA within 30 days of Aurizon Network receiving the notice.
- (e) Aurizon Network must comply with a notice given under **clause 6.2(d)**.
- (f) The QCA must approve a resubmitted proposal for Adjustment Charges, if the resubmitted proposal has been amended or developed in accordance with the QCA's notice given under **clause 6.2(d)** and the QCA is satisfied that the proposed Adjustment Charges resubmitted by Aurizon Network (excluding any interest component) constitute no more of a recovery or no less of a reimbursement of any under or over recovery of Access Charges by Aurizon Network that relate to each Access Holder (or, if applicable, Train Operator).

6.3 Application to Access Holders and Train Operators

- (a) An Adjustment Charge may only apply to:
 - (i) an Access Holder (**New Access Holder**) that did not run, or cause a Train Operator to run; or
 - (ii) a Train Operator (**New Train Operator**) that did not operate, the Train Services to which that Adjustment Charge relates (**Past Train Services**) if:
 - (iii) the Access Holder who ran (or caused a Train Operator to run) or the Train Operator who operated (as applicable), the Past Train Services no longer has (or, at the time when the Adjustment Charges are to be applied, will have ceased to have) a rail haulage agreement with the Customer relating to the Past Train Services or in respect of Train Services with the same origin and destination as the Past Train Services;
 - (iv) either:
 - (A) the New Access Holder or New Train Operator (as applicable) has a rail haulage agreement with the person who was the Customer referred to in **clause 6.3(a)(iii)** (including that Customer's successors and assigns) in respect of Train Services with the same origin and destination as the Past Train Services; or

- (B) the New Access Holder was that Customer (or is that Customer's successor or assign); and
 - (v) either:
 - (A) for a New Access Holder, the New Access Holder has been granted Access Rights with the same origin and destination as the Past Train Services; or
 - (B) for a New Train Operator, the New Train Operator's Train Operations Deed includes right to operate Train Services with the same origin and destination as the Past Train Services.
- (b) No Adjustment Charge will apply to an Access Holder who ran the Past Train Services if that Access Holder has, at the time when the Adjustment Charges are to be applied, ceased to have a rail haulage agreement with the Customer for the Past Train Services (including that person's successors and assigns) in respect of Train Services with the same origin and destination as the Past Train Services provided that with the cessation of that rail haulage agreement, the applicable Access Rights were either relinquished or expired.
- (c) For clarity:
 - (i) where:
 - (A) an Access Holder does not have a Train Operator; and
 - (B) if that Access Holder had a Train Operator, Adjustment Charges would be applied to that Train Operator in accordance with **clause 6.2(a)**,

any such Adjustment Charge will apply to the Access Holder; or
 - (ii) where:
 - (A) a Past Train Service was or was entitled to be operated under an Access Agreement by a relevant Train Operator (**Past Train Operator**);
 - (B) there is no New Access Holder; and
 - (C) either the Access Holder, at the time when the Adjustment Charges are to be applied:
 - (1) does not have a Train Operator under that Access Agreement; or
 - (2) has a Train Operator but that person is not the Past Train Operator,

any such Adjustment Charge will:

- (D) if there is no Train Operator, apply to the Access Holder; or
 - (E) otherwise, apply to the relevant Train Operator.
- (d) The calculation of Access Charges under an Access Agreement must be reviewed and varied to provide for the payment of Adjustment Charges in respect of the relevant Access Holder (or, if applicable, Train Operator) including:
- (i) that the Access Charges payable by the Access Holder (or, if applicable, Train Operator) must include any applicable Adjustment Charge from time to time in relation to or in connection with any variation of a Reference Tariff that applies or takes effect on a past date or any Reference Tariff that this Undertaking states is applicable or effective from a past date; and
 - (ii) that an Adjustment Charge must be applied to the calculation of the amount of the invoice for charges payable by the Access Holder (or, if applicable, Train Operator) under the Access Agreement for the relevant Billing period.

7 Blackwater System – System Reference Tariff

7.1 Additional Reference Train Service criteria

In addition to **clause 1.31.3**, the Reference Train Service to which this **clause 77** applies must also satisfy the following criteria:

- (a) **(Coal System)** operates in the Blackwater System;
- (b) **(Operational characteristics)** meets the following criteria:
 - (i) a maximum Comparative Length of 1709 metres, unless operating from Minerva where it will be 1240 metres; **[Note: The use of “Comparative Length” is consistent with the past regulatory treatment of length over many years. The QCA’s use of “length” gives no certainty as the length of a train can differ materially depending upon the way it is measured.]**
 - (ii) a maximum axle load of 26.5 tonne for a wheel configuration consistent with M220⁵ loading, or otherwise generates a loading equivalent to M220, except that Train Services operating from Minerva will have a maximum axle load of 20 tonne – with loading in excess of this maximum axle load dealt with in accordance with the relevant Load Variation Table; **and**

⁵ As specified in the ANZRC Railway Bridge Design Manual 1974.

(iii) uses diesel or electric traction, except operating from Minerva where it will only use diesel traction; and

~~(iii)~~(iv) has a Nominated Separation Time over the Constrained Section of no greater than 20 minutes.⁶ [Note: This characteristic has been reinstated and is highly appropriate particularly because, for example, a failure to meet it impacts on other Access Holders and Access Seekers and erodes the efficiency of the rail network.]

(c) **(Conditions of Access)** where its Access Agreement has an “Average Below Rail Transit Time Threshold” (as defined under the relevant Standard Access Agreement) or another equivalent threshold or performance level relating to Aurizon Network **(Threshold)** and that Threshold is no less than 127%;

(d) **(Loading Facilities)** uses the following Nominated Loading Facilities and does not exceed the following Loading Times:

Nominated Loading Facilities ⁷	Loading Time (hours) per return trip
Yarrabee (Boonal)	3.8
Jellinbah (Boonal)	4.6
Boorgoon	3.8
Curragh	3.3
Ensham	3.2
German Creek	3.0
Gregory	3.0
Kestrel (Gordonstone)	3.3
Kinrola	3.15
Koorilgah	5.0
Minerva	2.3
Oaky Creek	2.6
Rolleston	4.3

⁶ [Maximum transit time for a Train Service to clear the Constrained Section without imposing consequential delays and cancellations for other Train Services.](#)

⁷ Diagrams showing the location of the Nominated Loading Facilities for a nominated Reference Train Service are included in the Preliminary Information for the relevant Coal System.

Nominated Loading Facilities ⁷	Loading Time (hours) per return trip
Yongala	3.2
Lake Vermont	3.0

- (e) **(Unloading Facilities)** uses the following Nominated Unloading Facilities and does not exceed the following Unloading Times:

Nominated Unloading Facilities ⁸	Unloading Time (hours) per return trip
Barney Point	5.0
Cement Australia	6.0
Comalco Refinery	6.0
Gladstone Power Station	4.3
Golding/RG Tanna Terminal	2.6
Queensland Alumina Ltd (QAL) ⁹	8.9
Stanwell Power Station	2.3
Wiggins Island Coal Export Terminal	1.5 ¹⁰

- (f) **(Dwell Period)** has Dwell periods not exceeding the following:

	Dwell period (hours) per return trip
Inclusive of Train examination	9.2
Excluding Train examination	3.2

7.2 Reference Tariff inputs

- (a) Subject to **clause 7.2(c)**, the Reference Tariff inputs inclusive of revenue cap adjustments for 2011/12, 2012/13, ~~and~~ 2013/14 and 2014/15 are:

⁸ Diagrams showing the location of the Nominated Unloading Facilities for a nominated Reference Train Service are included in the Preliminary Information for the relevant Coal System.

⁹ The Unloading Time for the QAL refinery represents the time the Train Service is off the Rail Infrastructure on the relevant Private Infrastructure.

¹⁰ For services from the North Coast Line 0.7 hours.

Reference Tariff input	2013/14 (\$)	2014/15 [^] (\$)	2015/16 ^{^#} (\$)	2016/17 ^{^#} (\$)
AT ₁				
AT ₂				
AT ₃				
AT ₄				
AT ₅				
EC				
QCA Levy				

* This amount must be adjusted by subtracting the System Discount under **clause 7.2(b)** where the System Discount, applies to the relevant Train Service.

[^] The difference between 2013–14 approved allowable and transitional revenues has been smoothed over 2014–15, 2015–16 and 2016–17.

[#] [The difference between 2014–15 approved allowable and transitional revenues has been smoothed over 2015–16 and 2016–17.](#)

- (b) The System Discounts for Train Services to or from Nominated Loading Facilities or Nominated Unloading Facilities are:

Nominated Unloading Facilities	System Discount (\$/ntk)			
	2013/14	2014/15	2015/16	2016/17
Stanwell Power Station				

- (c) The Reference Tariff inputs referred to below in relation to a Nominated Loading Facility replace the equivalent Reference Tariff inputs in **clause 7.2(a)** for any Train Service using that Nominated Loading Facility:

Nominated Loading Facility	Reference Tariff input	2013/14 (\$)	2014/15 (\$)	2015/16 (\$)	2016/17 (\$)
Rolleston	AT ₃				
	AT ₅				

- (d) For clarity, where a Train Service operating in the Blackwater System is a Cross System Train Service, the Reference Tariff

inputs set out above relating to that Train Service are subject to **clause 2.32.3**.

- (e) The Nominal Train Payload for:
- (i) a Train Service (other than a Cross System Train Service or a Train Service referred to in **clause 7.27.2(e)(e)(iii)(iii)**) to which the Reference Tariff in this **clause 77** applies, is a nominal nt of 8,211 tonnes;
 - (ii) a Cross System Train Service where the Destination System is the Blackwater System, is a nominal nt of 8,211 tonnes; or
 - (iii) a Train Service (other than a Cross System Train Service) that has Minerva as a Nominated Loading Facility, is a nominal nt of 5,831 tonnes.

7.3 Gtk Forecast and Allowable Revenues

Year	Gtk Forecast (,000 gtk)	Allowable Revenue – AT ₂₋₄ (\$)	Allowable Revenue – AT ₅ (\$)
2013/14 ¹			
2014/15 ^{2,4}			
2015/16 ^{3,4,5}			
2016/17 ^{4,5,6}			

(1) Includes the impact of the 2011/12 revenue cap adjustment.

(2) Includes the impact of the 2012/13 revenue cap adjustment.

(3) Includes the impact of the 2013/14 revenue cap adjustment.

(4) The difference between 2013–14 approved allowable and transitional revenues has been smoothed over 2014–15, 2015–16 and 2016–17.

[\(5\) The difference between 2014–15 approved allowable and transitional revenues has been smoothed over 2015–16 and 2016–17.](#)

[\(6\) Includes the impact of the 2014/15 revenue cap adjustment.](#)

8 Goonyella System – System Reference Tariff

8.1 Additional Reference Train Service criteria

In addition to **clause 1.31.3**, the Reference Train Service to which this **clause 8** applies must also satisfy the following criteria:

- (a) **(Coal System)** operates in the Goonyella System;

- (b) **(Operational characteristics)** meets the following criteria:
- (i) a maximum Comparative Length of 2082 metres;
 - (ii) a maximum axle load of 26.5 tonne for a wheel configuration consistent with M220¹¹ loading, or otherwise generates a loading equivalent to M220 – with loading in excess of this maximum axle load dealt with in accordance with the relevant Load Variation Table; ~~and~~
 - (iii) uses diesel or electric traction; and
 - ~~(iii)~~(iv) has a Nominated Separation Time over the Constrained Section of no greater than 20 minutes.¹²
- (c) **(Conditions of Access)** where its Access Agreement has an “Average Below Rail Transit Time Threshold” (as defined under the relevant Standard Access Agreement) or another equivalent threshold or performance level relating to Aurizon Network **(Threshold)** and that Threshold is no less than 123%;
- (d) **(Loading Facilities)** uses the following Loading Facilities and does not exceed the following Loading Times:

Nominated Loading Facilities ¹³	Loading Time (hours) per return trip
Blair Athol (Clermont)	3.1
Burton	3.8
Carborough Downs	3.5
Caval Ridge*	2.5
German Creek	2.9
Goonyella	3.9
Gregory	3.6
Hail Creek	2.6
Isaac Plains	3.9
Lake Vermont	3.0
Macarthur (Coppabella)	3.9

¹¹ As specified in the ANZRC Railway Bridge Design Manual 1974.

¹² [Maximum transit time for a Train Service to clear the Constrained Section without imposing consequential delays and cancellations for other Train Services.](#)

¹³ Diagrams showing the location of the Nominated Loading Facilities for a nominated Reference Train Service are included in the Preliminary Information for the relevant Coal System.

Nominated Loading Facilities¹³	Loading Time (hours) per return trip
Millennium	3.0
Middlemount*	3.5
Moorvale	3.6
Moranbah North	3.6
North Goonyella	4.3
Norwich Park	3.9
Oaky Creek	3.2
Peak Downs	4.2
Riverside	4.6
Saraji	4.4
South Walker Creek	3.8

* Balloon loops for these loading facilities are Private Infrastructure

(e) **(Unloading Facilities)** uses the following Nominated Unloading Facilities and does not exceed the following Unloading Times:

Nominated Unloading Facilities¹⁴	Unloading Time (hours) per return trip
Dalrymple Bay	Pit 1 – 2.5 Pit 2 – 2.5 Pit 3 – 2.0
Hay Point	2.8

(f) **(Dwell Period)** has Dwell periods not exceeding the following:

	Dwell period (hours) per return trip
Inclusive of Train examination	8.8
Excluding Train examination	1.8

¹⁴ Diagrams showing the location of the Nominated Unloading Facilities for a nominated Reference Train Service are included in the Preliminary Information for the relevant Coal System.

8.2 Reference Tariff inputs

- (a) Subject to **clause 8.2**~~8.2(b)(b)~~, the Reference Tariff inputs inclusive of revenue cap adjustments for 2011/12, 2012/13~~, and~~ 2013/14 and 2014/15 are:

Reference Tariff input	2013/14 (\$)	2014/15 [^] (\$)	2015/16 [#] (\$)	2016/17 [#] (\$)
AT ₁				
AT ₂				
AT ₃				
AT ₄				
AT ₅				
EC				
QCA Levy				

[^] The difference between 2013–14 approved allowable and transitional revenues has been smoothed over 2014–15, 2015–16 and 2016–17.

[#] The difference between 2014–15 approved allowable and transitional revenues has been smoothed over 2015–16 and 2016–17.

- (b) The Reference Tariff inputs referred to below in relation to a Nominated Loading Facility replace the equivalent Reference Tariff inputs in **clause 8.2(a)** for any Train Service using that Nominated Loading Facility:

Nominated Loading Facility	Reference Tariff input	2013/14 (\$)	2014/15 (\$)	2015/16 (\$)	2016/17 (\$)
Middlemount	AT ₃				
	AT ₄				
	AT ₅				
Caval Ridge	AT ₃				
	AT ₄				
	AT ₅				

- (c) For clarity, where a Train Service operating in the Goonyella System is a Cross System Train Service, the Reference Tariff inputs set out above relating to that Train Service are subject to **clause 2.3**.
- (d) The Nominal Train Payload for:
- (i) a Train Service (other than a Cross System Train Service) to which the Reference Tariff in this **clause 8** applies; or
 - (ii) a Cross System Train Service where the Destination System is the Goonyella System,
- is a nominal nt of 10,055 tonnes.

8.3 Gtk Forecast and Allowable Revenues

Year	Gtk Forecast (,000 gtk)	Allowable Revenue – AT ₂₋₄ (\$)	Allowable Revenue – AT ₅ (\$)
2013/14 ¹			
2014/15 ^{2,4}			
2015/16 ^{3,4,5}			
2016/17 ^{4,5,6}			

- (1) Includes the impact of the 2011/12 revenue cap adjustment.
- (2) Includes the impact of the 2012/13 revenue cap adjustment.
- (3) Includes the impact of the 2013/14 revenue cap adjustment.
- (4) The difference between 2013–14 approved allowable and transitional revenues has been smoothed over 2014–15, 2015–16 and 2016–17.
- [\(5\) The difference between 2014–15 approved allowable and transitional revenues has been smoothed over 2015–16 and 2016–17.](#)
- [\(6\) Includes the impact of the 2014/15 revenue cap adjustment.](#)

9 Moura System – System Reference Tariff

9.1 Additional Reference Train Service criteria

In addition to **clause 1.31-3**, the Reference Train Service to which this **clause 9** applies must also satisfy the following criteria:

- (a) **(Coal System)** operates in the Moura System;
- (b) **(Operational characteristics)** meets the following criteria:
 - (i) a maximum [Comparative](#) Length of 1000 metres;

- (ii) a maximum axle load of 26.5 tonne for a wheel configuration consistent with M220¹⁵ loading, or otherwise generates a loading equivalent to M220 – with loading in excess of this maximum axle load dealt with in accordance with the relevant Load Variation Table; and
- (iii) uses diesel traction;
- (c) **(Conditions of Access)** where its Access Agreement has an “Average Below Rail Transit Time Threshold” (as defined under the relevant Standard Access Agreement) or another equivalent threshold or performance level relating to Aurizon Network **(Threshold)** and that Threshold is no less than 130%;
- (d) **(Loading Facilities)** uses the following Nominated Loading Facilities and does not exceed the following Loading Times:

Nominated Loading Facilities ¹⁶	Loading Time (hours) per return trip
Baralaba	4.9
Boundary Hill	3.4
Dunn Creek (Callide)	4.2
Moura	3.6

- (e) **(Unloading Facilities)** uses the following Nominated Unloading Facilities and does not exceed the following Unloading Times:

Nominated Unloading Facilities ¹⁷	Unloading Time (hours) per return trip
Barney Point	5.0
Cement Australia	4.3
Comalco Refinery	6.0
Gladstone Power Station	4.3
Golding/RG Tanna Terminal	2.6

¹⁵ As specified in the ANZRC Railway Bridge Design Manual 1974.

¹⁶ Diagrams showing the location of the Nominated Loading Facilities for a nominated Reference Train Service are included in the Preliminary Information for the relevant Coal System.

¹⁷ Diagrams showing the location of the Nominated Unloading Facilities for a nominated Reference Train Service are included in the Preliminary Information for the relevant Coal System.

Nominated Unloading Facilities ¹⁷	Unloading Time (hours) per return trip
Queensland Alumina Ltd (QAL) ¹⁸	8.9
Wiggins Island Coal Export Terminal	1.5 ¹⁹

(f) **(Dwell Period)** has Dwell periods not exceeding the following:

	Dwell period (hours)per return trip
Inclusive of Train examination	6.2
Excluding Train examination	3.2

9.2 Reference Tariff inputs

(a) The Reference Tariff inputs inclusive of revenue cap adjustments for 2011/12, 2012/13, ~~and~~ 2013/14 and 2014/15 are:

Reference Tariff input	2013/14 (\$)	2014/15 [^] (\$)	2015/16 ^{^#} (\$)	2016/17 ^{^#} (\$)
AT ₁				
AT ₂				
AT ₃				
AT ₄				
QCA Levy				

[^] The difference between 2013–14 approved allowable and transitional revenues has been smoothed over 2014–15, 2015–16 and 2016–17.

[#] The difference between 2014–15 approved allowable and transitional revenues has been smoothed over 2015–16 and 2016–17.

(b) The Reference Tariff inputs referred to below in relation to a Nominated Loading Facility replace the equivalent Reference Tariff inputs in **clause 9.2(a)** ~~9.2(a)~~ for any Train Service using that Nominated Loading Facility:

¹⁸ The Unloading Time for the QAL refinery represents the time the Train Service is off the Rail Infrastructure on the relevant Private Infrastructure.

¹⁹ For services from the North Coast Line 0.7 hours.

Nominated Loading Facility	Reference Tariff input	2013/14 (\$)	2014/15 (\$)	2015/16 (\$)	2016/17 (\$)
Baralaba ¹	AT ₃	-	-		

(1) Only those train services from this loading facility that terminate at Wiggins Island Coal Export Terminal are subject to this reference tariff input.

- (c) For clarity, where a Train Service operating in the Moura System is a Cross System Train Service, the Reference Tariff inputs set out above relating to that Train Service are subject to **clause 2.3**.
- (d) The Nominal Train Payload for:
- (i) a Train Service to which the Reference Tariff in this **clause 9** applies; or
 - (ii) a Cross System Train Service where the Destination System is the Moura System,
- is a nominal nt of 6,269 tonnes.

9.3 Gtk Forecast and Allowable Revenues

Year	Gtk Forecast (,000 gtk)	Allowable Revenue – AT ₂₋₄ (\$)
2013/14 ¹		
2014/15 ^{2,4}		
2015/16 ^{3,4,5}		
2016/17 ^{4,5,6}		

- (1) Includes the impact of the 2011/12 revenue cap adjustment.
- (2) Includes the impact of the 2012/13 revenue cap adjustment.
- (3) Includes the impact of the 2013/14 revenue cap adjustment.
- (4) The difference between 2013–14 approved allowable and transitional revenues has been smoothed over 2014–15, 2015–16 and 2016–17.
- [\(5\) The difference between 2014–15 approved allowable and transitional revenues has been smoothed over 2015–16 and 2016–17.](#)
- [\(6\) Includes the impact of the 2014/15 revenue cap adjustment.](#)

10 Newlands System – System Reference Tariff

10.1 Additional Reference Train Service criteria

In addition to **clause 1.31-3**, the Reference Train Service to which this **clause 10** applies must also satisfy the following criteria:

- (a) **(Coal System)** operates in the Newlands System;
- (b) **(Operational characteristics)** meets the following criteria:
- (i) a maximum [Comparative Length](#) of 1402 metres;
 - (ii) a maximum axle load of 26.5 tonne for a wheel configuration consistent with M220²⁰ loading, or otherwise generates a loading equivalent to M220 – with loading in excess of this maximum axle load dealt with in accordance with the relevant Load Variation Table; and
 - (iii) uses diesel traction;
- (c) **(Conditions of Access)** where its Access Agreement has an “Average Below Rail Transit Time Threshold” (as defined under the relevant Standard Access Agreement) or another equivalent threshold or performance level relating to Aurizon Network **(Threshold)** and that Threshold is no less than 160%;
- (d) **(Loading Facilities)** uses the following Nominated Loading Facilities and does not exceed the following Loading Times:

Nominated Loading Facilities ²¹	Loading Time (hours) per return trip
McNaughton	1.85
Newlands	2.05
Sonoma	2.4

- (e) **(Unloading Facilities)** uses the following Nominated Unloading Facilities and does not exceed the following Unloading Times:

Nominated Unloading Facilities ²²	Unloading Time (hours) per return trip
Abbot Point	2.05

- (f) **(Dwell Period)** has Dwell periods not exceeding the following:

	Dwell period (hours)per return trip
Inclusive of Train examination	6.4
Excluding Train examination	2.4

²⁰ As specified in the ANZRC Railway Bridge Design Manual 1974.

²¹ Diagrams showing the location of the Nominated Loading Facilities for a nominated Reference Train Service are included in the Preliminary Information for the relevant Coal System.

²² Diagrams showing the location of the Nominated Unloading Facilities for a nominated Reference Train Service are included in the Preliminary Information for the relevant Coal System.

10.2 Reference Tariff inputs

- (a) The Reference Tariff inputs inclusive of revenue cap adjustments for 2011/12, 2012/13, ~~and~~ 2013/14 [and 2014/15](#) are:

Reference Tariff input	2013/14 (\$)	2014/15- [^] (\$)	2015/16- ^{^#} (\$)	2016/17- ^{^#} (\$)
AT ₁				
AT ₂				
AT ₃				
AT ₄				
QCA Levy				

[^] The difference between 2013–14 approved allowable and transitional revenues has been smoothed over 2014–15, 2015–16 and 2016–17.

[#] [The difference between 2014–15 approved allowable and transitional revenues has been smoothed over 2015–16 and 2016–17.](#)

- (b) For clarity, where a Train Service operating in the Newlands System is a Cross System Train Service, the Reference Tariff inputs set out above relating to that Train Service are subject to **clause 2.3**.
- (c) The Nominal Train Payload for:
- (i) a Train Service (other than a Cross System Train Service) to which the Reference Tariff in this **clause 10** applies; or
 - (ii) a Cross System Train Service where the Destination System is the Newlands System,
- is a nominal nt of 6,871 tonnes.

10.3 Gtk Forecast and Allowable Revenues

Year	Gtk Forecast (,000 gtk)	Allowable Revenue – AT ₂₋₄ (\$)
2013/14 ¹		
2014/15 ^{2,4}		
2015/16 ^{3,4,5}		
2016/17 ^{4,5,6}		

- (1) Includes the impact of the 2011/12 revenue cap adjustment.

- (2) Includes the impact of the 2012/13 revenue cap adjustment.
- (3) Includes the impact of the 2013/14 revenue cap adjustment.
- (4) The difference between 2013–14 approved allowable and transitional revenues has been smoothed over 2014–15, 2015–16 and 2016–17.
- [\(5\) The difference between 2014–15 approved allowable and transitional revenues has been smoothed over 2015–16 and 2016–17.](#)
- [\(6\) Includes the impact of the 2014/15 revenue cap adjustment.](#)

11 Goonyella to Abbot Point System – System Reference Tariff

11.1 Additional Reference Train Service criteria

In addition to **clause 1.31-3**, the Reference Train Service to which this **clause 11** applies must also satisfy the following criteria:

- (a) **(Coal System)** operates in the Goonyella to Abbot Point System;
- (b) **(Operational characteristics)** meets the following criteria:
 - (i) a maximum [Comparative Length](#) of 1402 metres;
 - (ii) a maximum axle load of 26.5 tonne for a wheel configuration consistent with M220²³ loading, or otherwise generates a loading equivalent to M220 – with loading in excess of this maximum axle load dealt with in accordance with the relevant Load Variation Table; and
 - (iii) uses diesel traction.
- (c) **(Conditions of Access)** where its Access Agreement has an “Average Below Rail Transit Time Threshold” (as defined under the relevant Standard Access Agreement) or another equivalent threshold or performance level relating to Aurizon Network **(Threshold)** and that Threshold is no less than 160%;
- (d) **(Loading Facilities)** uses the following Nominated Loading Facilities and does not exceed the following Loading Times:

Nominated Loading Facilities ²⁴	Loading Time (hours) per return trip
Riverside	3.0
Peak Downs	3.0

²³ As specified in the ANZRC Railway Bridge Design Manual 1974.

²⁴ Diagrams showing the location of the Nominated Loading Facilities for a nominated Reference Train Service are included in the Preliminary Information for the relevant Coal System.

Nominated Loading Facilities ²⁴	Loading Time (hours) per return trip
Lake Vermont	2.05 (estimate) ²⁵
Blair Athol (Clermont)	2.04 (estimate) ²⁶
Middlemount*	2.75
Caval Ridge*	1.85

* Balloon loops for these loading facilities are Private Infrastructure.

(e) **(Unloading Facilities)** uses the following Nominated Unloading Facilities and does not exceed the following Unloading Times:

Nominated Unloading Facilities ²⁷	Unloading Time (hours) per return trip
Abbot Point	2.05

(f) **(Dwell Period)** has Dwell periods not exceeding the following:

	Dwell period (hours)per return trip
Inclusive of Train examination	7.35 per consist every 20 days
Excluding Train examination	1.35

11.2 Reference Tariff inputs

(a) The Reference Tariff inputs inclusive of revenue cap adjustments for 2011/12, 2012/13, ~~and~~ 2013/14 and 2014/15 are:

Reference Tariff input	2013/14 (\$)	2014/15 [^] (\$)	2015/16 ^{^#} (\$)	2016/17 ^{^#} (\$)
AT ₁				
AT ₂				
AT ₃				

²⁶ This is an estimate of loading time for this Loading Facility. Aurizon will review this loading time in accordance with the relevant Access Agreement. A variation from the loading time will not result in the Train Service being considered not to be a Reference Train Service until after the loading time is reviewed in accordance to the relevant Access Agreement.

²⁷ Diagrams showing the location of the Nominated Unloading Facilities for a nominated Reference Train Service are included in the Preliminary Information for the relevant Coal System.

Reference Tariff input	2013/14 (\$)	2014/15 [^] (\$)	2015/16 ^{^#} (\$)	2016/17 ^{^#} (\$)
AT ₄				
QCA Levy				

[^] The difference between 2013–14 approved allowable and transitional revenues has been smoothed over 2014–15, 2015–16 and 2016–17.

[#] [The difference between 2014–15 approved allowable and transitional revenues has been smoothed over 2015–16 and 2016–17.](#)

- (b) The Nominal Train Payload for:
- (i) a Train Service to which the Reference Tariff in this **clause 11** applies; or
 - (ii) a Cross System Train Service where the Destination System is the Goonyella to Abbot Point System,
- is a nominal nt of 6,871 tonnes.

11.3 Gtk Forecast and Allowable Revenues

Year	Gtk Forecast (,000 gtk)	Allowable Revenue – AT _{2,4} (\$)
2013/14 ¹		
2014/15 ^{2,4}		
2015/16 ^{3,4,5}		
2016/17 ^{4,5,6}		

(1) Includes the impact of the 2011/12 revenue cap adjustment.

(2) Includes the impact of the 2012/13 revenue cap adjustment.

(3) Includes the impact of the 2013/14 revenue cap adjustment.

(4) The difference between 2013–14 approved allowable and transitional revenues has been smoothed over 2014–15, 2015–16 and 2016–17.

[\(5\) The difference between 2014–15 approved allowable and transitional revenues has been smoothed over 2015–16 and 2016–17.](#)

[\(6\) Includes the impact of the 2014/15 revenue cap adjustment.](#)

12 Transitional provisions – Monthly System Forecasts for 2001 Undertaking Access Agreements

(a) This **clause 12** sets out Monthly System Forecasts for the Blackwater System, Goonyella System and Newlands System²⁸ that are to be used as the 'System Forecasts' of gtk for the purposes of:

- (i) Access Agreements; and
- (ii) New Access Agreements where the relevant Old Access Agreement was,

executed or renewed during the term of the 2001 Undertaking including in relation to the calculation of "VTP" and "IATP" for Take or Pay charges.

(b) For clarity:

- (i) the Monthly System Forecasts for a Coal System are based on the Gtk Forecast for the System Reference Tariff for that Coal System. Changes to the Gtk Forecast for a System Reference Tariff will affect the Monthly System Forecast for that Coal System; and
- (ii) any process, obligation or right to vary a Gtk Forecast for a System Reference Tariff for a Coal System under this Undertaking must also include any consequential variation to the Monthly System Forecast for that Coal System under this **clause 12**.

Blackwater System

Month	System Gtk (,000 gtk)	Month	System Gtk (,000 gtk)
Jul-13		Jul-15	
Aug-13		Aug-15	
Sep-13		Sep-15	
Oct-13		Oct-15	
Nov-13		Nov-15	
Dec-13		Dec-15	
Jan-14		Jan-16	

²⁸ **Clause 11** does not apply in relation to the Moura System as there are no longer any Access Agreements, or New Access Agreements where the relevant Old Access Agreement was, executed or renewed during the term of the 2001 Undertaking.

Month	System Gtk (,000 gtk)	Month	System Gtk (,000 gtk)
Feb-14		Feb-16	
Mar-14		Mar-16	
Apr-14		Apr-16	
May-14		May-16	
Jun-14		Jun-16	
Jul-14		Jul-16	
Aug-14		Aug-16	
Sep-14		Sep-16	
Oct-14		Oct-16	
Nov-14		Nov-16	
Dec-14		Dec-16	
Jan-15		Jan-17	
Feb-15		Feb-17	
Mar-15		Mar-17	
Apr-15		Apr-17	
May-15		May-17	
Jun-15		Jun-17	

Goonyella System

Month	System Gtk (,000 gtk)	Month	System Gtk (,000 gtk)
Jul-13		Jul-15	
Aug-13		Aug-15	
Sep-13		Sep-15	
Oct-13		Oct-15	
Nov-13		Nov-15	

Month	System Gtk (,000 gtk)	Month	System Gtk (,000 gtk)
Dec-13		Dec-15	
Jan-14		Jan-16	
Feb-14		Feb-16	
Mar-14		Mar-16	
Apr-14		Apr-16	
May-14		May-16	
Jun-14		Jun-16	
Jul-14		Jul-16	
Aug-14		Aug-16	
Sep-14		Sep-16	
Oct-14		Oct-16	
Nov-14		Nov-16	
Dec-14		Dec-16	
Jan-15		Jan-17	
Feb-15		Feb-17	
Mar-15		Mar-17	
Apr-15		Apr-17	
May-15		May-17	
Jun-15		Jun-17	

Newlands System

Month	System Gtk (,000 gtk)	Month	System Gtk (,000 gtk)
Jul-13		Jul-15	
Aug-13		Aug-15	

Month	System Gtk (,000 gtk)	Month	System Gtk (,000 gtk)
Sep-13		Sep-15	
Oct-13		Oct-15	
Nov-13		Nov-15	
Dec-13		Dec-15	
Jan-14		Jan-16	
Feb-14		Feb-16	
Mar-14		Mar-16	
Apr-14		Apr-16	
May-14		May-16	
Jun-14		Jun-16	
Jul-14		Jul-16	
Aug-14		Aug-16	
Sep-14		Sep-16	
Oct-14		Oct-16	
Nov-14		Nov-16	
Dec-14		Dec-16	
Jan-15		Jan-17	
Feb-15		Feb-17	
Mar-15		Mar-17	
Apr-15		Apr-17	
May-15		May-17	
Jun-15		Jun-17	

Part 12 Definitions and Interpretation

12.1 Definitions

In this Undertaking these terms have the following meanings:

Expansion Tariff ~~The tariff determined in accordance with **Part 6** for a specified Reference Train Service in relation to an Expansion.~~ A tariff relevant to an Expansion set out in **Schedule F** that is not a System Reference Tariff for a specified Reference Train Service (as amended, varied or escalated in accordance with this Undertaking or the Act from time to time).