



Train Management Guidelines

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1. INTRODUCTION

- 1.1.1 Section 43 of the Code requires that a Railway Owner submit to the Regulator the Train Management Guidelines (TMG) that it will comply with as the Railway Owner in performing its Access Related Functions under the Code.
- 1.1.2 The TMG are a statement of principles, rules and practices which will be applied in the real time management of Services.
- 1.1.3 Brookfield Rail will apply the TMG to operations on the Network which exist pursuant to an Access Agreement. The principles, rules and practices contained in the TMG will apply in a non-discriminatory way so as to maintain the order of priority of Trains on the Network.
- 1.1.4 Access Agreements are entered into with the Operator but the Access Agreements explicitly provide that an Operator may engage a third party as its agent or contractor to perform the obligations of the Operator under the Access Agreement. This includes acting as an agent or contractor for the purpose of the TMG.

2. PRELIMINARY INFRASTRUCTURE ISSUES

2.1 Use of the Network in accordance with the Train Paths

- 2.1.1 Subject to these TMG, Brookfield Rail will use best endeavours to ensure that each Service which presents for entry to the Network within 15 minutes of its scheduled departure time runs according to the relevant Train Path so that the Service enters the Network on time and exits the Network on time, subject to:
 - (a) safety considerations;
 - (b) matters outside the reasonable control of Brookfield Rail
 - (c) advice from the Operator 15 minutes prior to the scheduled departure time for a Service that it will be ready for departure on time;
 - (d) presentation of the Train on time;
 - (e) emergencies affecting the Services; and
 - (f) provision by the Operator of a Train Manifest in a format acceptable to Brookfield Rail not less than 15 minutes prior to the scheduled departure time.
- 2.1.2 Brookfield Rail will use its best endeavours to accommodate a Service presented at the point of entry to the Network more than 15 minutes before or after its scheduled departure time by providing a Train Path for that Service at Brookfield Rail's first available opportunity and in accordance with the General Principles for Train Management (Item 3.3).
- 2.1.3 Brookfield Rail will, and will require the Operator to, use best endeavours to:
 - (a) ensure that such Services which are running or presented late, when compared with the Train Path or Train Control Directions, recover the lost time; and
 - (b) ensure that such Services which are presented more than 15 minutes early depart the Network no later than the scheduled departure time.

- 2.1.4 Brookfield Rail may issue Instructions to the Operator and these Instructions may include but are not limited to instructions or directions:
- (a) to cease use of a Train Path by the Service and for the Service to proceed over such Train Path on the Network as Brookfield Rail nominates;
 - (b) to continue use by the Service of the Network subject to such variation of the applicable Train Path or the Service or the composition or quality of Trains as Brookfield Rail nominates;
 - (c) to cause the Service to proceed to a point on the Network and stand there until Brookfield Rail issues a further instruction or direction in relation to the Service; or if the Service operates outside of its Train Path, to delay or redirect the Service to allow access to the Network by another Operator of a Train (including, if relevant, Brookfield Rail) whose service would, but for the delay or redirection of the Operator's Service, be delayed or further delayed;
 - (d) to change the entry and exit time of a Train Path;
 - (e) to issue notification of a temporary speed restriction on a section of track;
 - (f) to cancel a Train Path;
 - (g) to amend or clarify application of the Brookfield Rail Network Rules.

2.1.5 Generally, in relation to Instructions:

- (a) in giving an Instruction, Brookfield Rail will endeavour to minimise disruption to the Services;
- (b) if an Instruction which varies the Operator's Train Paths is intended by Brookfield Rail to be permanent, such permanent effect of the Instruction will not take effect until the appropriate procedures for permanent variation of a Train Path has been satisfied in accordance with the relevant Access Agreement; and
- (c) as soon as is reasonably practicable and in any event before an Instruction becomes effective, Brookfield Rail must give to the Operator a written copy (including in electronic form) of the Instruction if such Instruction is ordinarily given in writing by Brookfield Rail to Operators.

2.2 Network Blockage

- 2.2.1 A Train failure, which fouls the Network and blocks the passage of Trains will be cleared using alternative locomotives and crews arranged by the Operator or by Brookfield Rail. The strategy adopted will minimise the time the Network will be blocked.
- 2.2.2 Operators, other than the Operator whose Train has failed, must provide reasonable assistance to Brookfield Rail when necessary to facilitate the clearing of a blockage of the Network caused by a failed Train. Unless agreement is reached on how the costs and risks of providing assistance will be shared, an Operator is not required to provide assistance.
- 2.2.3 The failed Train will be cleared from the main line to the nearest location where it does not impact on Train running and the Operator will then be responsible for planning repairs in conjunction with Brookfield Rail.

2.3 Operator's recovery plan

- 2.3.1 In clearing a failed Train from the Network, the Operator of that Train will be consulted to consider alternatives to clearing the failed Train. These alternatives may include:
 - (a) a reduction in the amount of product loaded in or on the Train;
 - (b) continuing at reduced speed;
 - (c) arranging an alternative locomotive and continuing; or
 - (d) amalgamating Trains.

2.4 Operator and Brookfield Rail Consultation Protocols

- 2.4.1 In the event that Brookfield Rail becomes aware of a Network failure or potential deviation from the Train Path, such that the Train will not exit the Network at the scheduled exit time, then the Operator will be advised, as soon as reasonably practicable, of the magnitude of the delay and revised time of exit from the Network.
- 2.4.2 In the event of the Operator becoming aware of a Network failure or potential deviation from the Train Path, such that the Train will not exit the Network at the scheduled exit time, the Operator shall advise Brookfield Rail as soon as reasonably practicable of the event and the magnitude of the delay.
- 2.4.3 To facilitate the above communications process, the Operator and Brookfield Rail shall include the provision for a 24 hour communications link as a condition of the Access Agreement, unless otherwise agreed.

3. PROCEDURES AND PROTOCOLS FOR OPERATIONS

3.1 Real time allocation of Train Paths

- 3.1.1 A Train Path schedule will be established by Brookfield Rail under each Access Agreement, and will be promulgated by issuing of Instructions via the Rail Access Management System.
- 3.1.2 If an Operator requests an ad-hoc Train Path or an alternative Train Path to those contained in the Access Agreement and, subject to the terms of the Access Agreement, Brookfield Rail grants that request, then the ad-hoc Train Path or alternative Train Path (as the case may be) will be issued via an Instruction.

3.2 Resolution of Priority of Train Paths

- 3.2.1 In the event of a conflict with Train Paths arising from an unhealthy Service (one which enters the Network late or loses time en-route) the Train Controller shall use the Matrix to resolve the question of which Service has priority over the other Services.

3.3 General Principles for Train Management

- 3.3.1 The General Principles for the Management of Trains are provided in the Matrix.
- 3.3.2 In applying the Matrix the following interpretations will be applied:
 - (a) a “healthy Service” is a Train that entered the Network within 15 minutes of its scheduled entry time and there are no indications that it will not exit on time;
 - (b) an “unhealthy Service” is one that has entered the Network more than 15 minutes after its scheduled entry time or loses time en-route due to a failure on the part of the Operator or the railway infrastructure and is not expected to exit on time;
 - (c) a Service “running ahead” is a Service that has entered the Network at least 15 minutes before its scheduled entry time or is making up time en-route and is expected to exit the Network earlier than its scheduled exit time;
 - (d) aside from the rules in the Matrix no one Service has priority over another except for:
 - i. Services operating on a Train Path where the Train Controller must recognise the fixed intervals for passenger stops en-route between exit and entry even to

the extent that the passenger Service is unhealthy at the next designated stopping point, and

- ii. where the two Services concerned are operated on behalf of the same Operator, and that Operator has indicated a specific priority between the Services but only if it does not interfere with the Train Paths allocated to another Operator;
- (e) where the infrastructure layout does not permit the planned operation (such as long Trains crossing passenger Trains who must stop at the passenger facility) the Train Controller will achieve the best crossing possible given the constraint; and
 - (f) where there is some constraint that means the Matrix would not allow the overall on-time objective for all Services to be met the Train Controller will refer the issue to the Access Manager who will decide the course of action to be taken, taking into account the need to treat all Operators fairly, the safe operation of the railway, and the on-time running objective of all Services.

Table 1 – General Principles for Train Management

- All** To ensure operations safety is maintained through compliance with safeworking rules, regulations and procedures.
- Brookfield Rail** To ensure the integrity of the track and other infrastructure so that the Train Path schedule can be met. To manage the Network based on agreed entry/exit times.
- Operators** To ensure the operating integrity, including Train crewing, locomotives, wagons and loading so that the Train Path schedule can be met.

The Traffic Management Decision Making Matrix

		Train "A" – Current Status				
		Train running "Healthy"	Train running "Ahead"	Train running "Unhealthy"		
		Train "A" – Objective				
		On Time Exit	On Time Exit	1. Lose no more time 2. Make up time 3. Hold the gain		
Train "B" – Current Status	Train Running "Healthy"	Train "B" - Objective	On Time Exit	Scheduled Cross	Rule 2	Rule 3
	Train running "Ahead"		On Time Exit	Rule 2	Rule 2	Rule 3
	Train running "Unhealthy"		1. Lose no more time 2. Make up time 3. Hold the gain	Rule 1	Rule 1	Rule 4
Rule 1	Train "B" may be given priority on condition Train "A" will still meet its On Time objective.					
Rule 2	Both Trains must meet their On Time objective.					
Rule 3	Train "A" may be given priority on condition Train "B" will still meet its On Time objective.					
Rule 4	Give priority to the Train where performance indicates it will lose least or no more time, and even make up time and hold the gain.					

Notes: The Matrix is used as follows:

- [1] Train "A" and Train "B" are competing for priority in relation to traffic management decision by the Train Controller, for example network entry, a cross or pass with another Train in a single line territory.
- [2] The Train Controller compares the current "status" or performance of both Trains in terms of running "On Time", "Ahead" or "Late".
- [3] The decision is given to the Train and Rule indicated at the point of intersection.

3.4 Train Activities following a Major Delay

- 3.4.1 Following a major delay in which the blockage on the Network has been cleared or the infrastructure has been sufficiently repaired:
- (a) all affected Operators will be consulted as to their positions and needs including factors such as crewing arrangements, sensitive freight, and shipping or production requirements;
 - (b) Passenger Services will be given priority over all other Services if passengers are stranded en-route; and
 - (c) subject to item 3.4.1(b), the Services will resume service in the order that they were scheduled to run prior to the blockage, if practical, and taking into account issues raised by item 3.4.1(a).

3.5 Repairs, Maintenance and Upgrading of the Network

- 3.5.1 Brookfield Rail may take Possession of any part of the Network, at any time. If taking Possession is reasonably likely to materially affect the Train Paths, Brookfield Rail must, prior to taking Possession:
- (a) take all reasonable steps to minimise any disruption to the Train Paths; and
 - (b) use its best endeavours to provide alternative Train Paths that are useable in respect of other elements of the Operator's logistics chain,
- but Brookfield Rail need not obtain the Operator's consent to such Possession.
- 3.5.2 Brookfield Rail will, at all times, consult with Operators whose Train Paths may be affected by a Possession and will notify Operators when Possession is required for emergency or Force Majeure events.
- 3.5.3 Brookfield Rail recognises its responsibilities to treat all Operators fairly in the application of its Possession management and recognises the ERA's powers under Section 34A of the Act if the ERA believes Brookfield Rail's conduct would be construed as hindering or preventing access.
- 3.5.4 The policy Brookfield Rail will apply to Possession management is as follows:
- (a) where the Possession can occur without affecting the use of Train Paths no notice is required;
 - (b) where Brookfield Rail has to take Possession because of emergencies related to safety or natural events such as fire or flood Brookfield Rail will advise affected Operators as soon as practicable of:
 - i. the circumstances,
 - ii. the likely impact on Train Paths, and
 - iii. the likely duration of the Possession;
 - (c) where Possession will affect Train Paths for periods of less than six hours, Brookfield Rail will give a minimum of 2 days' notice;
 - (d) where Possession will affect Train Paths for periods of greater than six hours but less than 48 hours, Brookfield Rail will provide a minimum of 2 weeks' notice and will use its best endeavours to provide alternative Train Paths that are useable in respect of other elements of the Operator's logistics chain; and

- (e) where Possession will affect Train Paths for periods of greater than 48 hours, Brookfield Rail will give at least six months' notice of the works and will use its best endeavours to provide alternative Train Paths that are useable in respect of other elements of the Operator's logistics chain.

3.5.5 Any notice given under the policy set out in item 3.5.4 will describe:

- (a) the reason for the Possession;
- (b) the potential impact on Train Paths; and
- (c) what alternative arrangements are proposed.

3.5.6 In the event that the time frames for the Possession notified by Brookfield Rail are not achievable Brookfield Rail will:

- (a) notify affected Operators as soon as practicable; and
- (b) provide a revised estimate of the duration of the Possession.

3.6 Management of Emergencies

3.6.1 In the event of an emergency which requires Brookfield Rail to close all or part of the Network, Brookfield Rail will notify all affected Operators as soon as practical of:

- (a) the nature of the incident; and
- (b) the likely effect and duration of the effect on Train Paths,

and will develop, with the Operator(s), a recovery plan in accordance with the provisions of the relevant Access Agreement(s).

3.7 Management of daily issues related to Train Operations

3.7.1 Daily issues (such as the imposition of temporary speed restrictions) will be managed in accordance with;

- (a) the Brookfield Rail Network Rules (Operators are provided with the Brookfield Rail Network Rules as part of the Access Agreement); and
- (b) the relevant Access Agreement.

3.7.2 Brookfield Rail will at all times maintain the Network (but only in so far as the Network is relevant to the Operator's Train Paths) to the highest of:

- (a) the standard existing as at the commencement date of the Access Agreement; or
- (b) if Brookfield Rail is required to be an Accredited Owner, the minimum standard required to maintain its Accreditation as a track owner; or
- (c) any other standards as the parties may agree.

3.7.3 When required by the condition of the Network or any part of the Network, Brookfield Rail may (to the extent of such requirement only) give notice of speed and weight restrictions and the Operator must comply with such a notice.

4. DISPUTES

- 4.1.1 Once an Access Agreement has been entered into disputes will be resolved by a three stage process as follows:
- (a) firstly, negotiation of the dispute between the parties within a 7 day time limit and using reasonable endeavours;
 - (b) secondly, by mediation between the equivalent Chief Executive Officers and after if no agreement has been reached within 14 days by expert mediation; and
 - (c) thirdly, by any other means agreed including by arbitration in accordance with the Commercial Arbitration Act 1985.

5. COMPLIANCE AND REVIEW

- 5.1.1 Part 5, section 43(5) of the Code enables Brookfield Rail to amend or replace the TMG at any time, with the approval of the Regulator.
- 5.1.2 Section 43(6) of the Code enables the Regulator to direct Brookfield Rail to amend or replace the TMG with another TMG determined by the Regulator at any time.
- 5.1.3 Stakeholders have the ability to raise any concerns in relation to the TMG with the Regulator, and the Regulator may investigate such claims.
- 5.1.4 Where there are operations on the Network pursuant to an Access Agreement, the Regulator will monitor Brookfield Rail's compliance with its obligations under the TMG as follows:
- (a) an audit will be conducted every two years;
 - (b) the audit will be carried out by an independent auditor approved by the Regulator, with Brookfield Rail funding the audit;
 - (c) the scope of the audit will be determined by the Regulator and the Regulator will manage the audit;
 - (d) the Regulator will publish the final audit report on its website (excluding confidential information).
- 5.1.5 The Regulator may also commission special audits at any time on any issue where additional assurance is required. Such audits may be internal audits or may be carried out by an independent auditor approved by the Regulator, with Brookfield Rail funding the audit. The scope of the audit will be determined by the Regulator and the Regulator will manage the audit. The Regulator will publish the final report on its website (excluding confidential information).

6. DEFINITIONS

Access Agreement	has the meaning assigned to “access agreement” in Section 3 of the Code, which, as at the date of these TMG; <i>“means an agreement in writing under the Code between the railway owner and an entity for access by that entity”</i> .
Access Manager	means the person or agent appointed from time to time by Brookfield Rail to manage the function of Train Control and to manage compliance with the TMG.
Access Related Function	has the meaning assigned to “access-related functions” in Schedule 4, Clause 1 of the Code, which, as at the date of these TMG; <i>“means the functions involved in arranging the provision of access to railway infrastructure under the Code”</i>
Accreditation	has the meaning assigned to it under the <i>Rail Safety Act 2010</i> (WA).
Accredited Owner	means an owner of a railway who has Accreditation or is taken to have Accreditation.
Act	has the meaning assigned to “Act” in Section 3 of the Code, which, as at the date of these TMG; <i>“means the Railways (Access) Act 1998”</i> .
Brookfield Rail	means Brookfield Rail Pty Ltd.
Brookfield Rail Network Rules	means the WestNet Rules (including the Appendix to the WestNet Rules and Working Timetables) issued in accordance with Brookfield Rail’s Safety Management System approved under Section 59 of the <i>Rail Safety Act 2010</i> together with any amendments, deletions or additions made in accordance with the Safety Management System and all policies and notices issued by Brookfield Rail for the purpose of ensuring the safe use of the Network.
Code	means the <i>Railways (Access) Code 2000</i> established under the Act.
Force Majeure	means any circumstances beyond the reasonable control of a party which occur without the negligence of that party and includes inevitable accident, storm, flood, fire, earthquake, explosion, peril of navigation, hostility, war (declared or undeclared), insurrection, sabotage, executive or administrative order or act of either general or particular application of any government prohibition or restriction by domestic or foreign laws, regulations or policies (other than laws specifically for that purpose passed by the Commonwealth), quarantine or customs restrictions, strike, lockout or industrial dispute, break-down or damage to or confiscation of property but does not include breakdown or delay of any Trains or Rolling Stock operated by the Operator.

Instructions	<p>means all instructions and directions, issued by Brookfield Rail from time to time which:</p> <ul style="list-style-type: none"> (a) ensure, facilitate or encourage the proper, efficient, safe and lawful <ul style="list-style-type: none"> (i) use of and access to the Network by all Network Operators, and (ii) management of the Network by Brookfield Rail; (b) are consistent with the TMG; and (c) are given with a view to minimising the disruption to the Operator in a manner which is reasonable in the circumstances and taking into account the valid objectives of Brookfield Rail (as set out in paragraphs (a) and (b) of this definition of “Instructions”) in issuing the instruction or direction; <p>but does not include instructions and directions which:</p> <ul style="list-style-type: none"> (d) derogate from the Train Paths; (e) prevent the Operator from running a Service of the nature of the Services contemplated by the Access Agreement or as agreed between the parties from time to time; or (f) are given for the purpose only of achieving Brookfield Rail’s internal commercial objectives unrelated to the valid objectives of Brookfield Rail as set out in paragraphs (a) and (b) of this definition of “Instructions”; <p>unless the instructions or directions:</p> <ul style="list-style-type: none"> (g) are Train Control Directions properly given; (h) relate to safety; (i) are given to implement or support the TMG; (j) are necessary to prevent or to minimise the effect of a material breach of an Access Agreement; or <p>are otherwise authorised by an Access Agreement.</p>
Matrix	<p>means the Traffic Management Decision Making Matrix set out in Item 3.3 of the TMG.</p>
Network	<p>has the meaning assigned to “railways network” in Section 3 of the Code, which, as at the date of these TMG;</p> <p><i>“means —</i></p> <ul style="list-style-type: none"> <i>(a) all the railways that were Government railways when the Act received the Royal Assent;</i> <i>(b) all the railways that are on land that is corridor land as defined in the Rail Freight System Act 2000;</i> <i>(ba) the railway constructed pursuant to the TPI Railway and Port Agreement; and</i> <i>(c) any railway declared under section 3(2) of the Act to be part of the railways network;”</i> <p>but in the context of this document is restricted to those items above</p>

	listed in Schedule 2 of the Code which are controlled by Brookfield Rail and to which Brookfield Rail has a right to grant Access.
Operator	has the meaning assigned to “operator” in Section 3 of the Code, which, as at the date of these TMG; <i>“means an entity to which access is provided under an access agreement”</i> .
Possession	means closure of the relevant part of the Network to all traffic for the purpose of effecting repairs, maintenance or upgrading of the Network.
Railway Owner	has the meaning assigned to “railway owner” in Section 3 of the Code, which, as at the date of these TMG; <i>“means the person having the management and control of the use of the railway infrastructure concerned”, but in the context of these Train Management Guidelines refers specifically to Brookfield Rail.</i>
Rail Access Management System	means the computer system operated by Brookfield Rail for the purpose of preparing Train consists and monitoring Train progress on the Network and generally for the purpose of Train Control, including for the provision of information relating to timetables, special train notices, temporary speed restrictions and track warnings.
Regulator	has the meaning assigned to “Regulator” in Section 3(1) of the Act, which, as at the date of these TMG; <i>“means the Economic Regulation Authority established by the Economic Regulation Authority Act 2003”</i> .
Rolling Stock	means a locomotive, carriage, wagon or other vehicle suitable for use on a railway.
Service	means a Train run by the Operator, under an Access Agreement, using the Network by which the Operator provides railway freight or passenger service.
Train	means a locomotive with or without wagons.
Train Control	means the control of Trains by Brookfield Rail or its agents on the Network.
Train Controller	means a person or agent appointed by Brookfield Rail to carry out the function of Train Control.
Train Control Directions	means all Instructions issued by Brookfield Rail or its agents relating to management, continuity and safe operation of Train movements on the Network, including Instructions concerning the actual movement, deployment or placement of Trains, but only to the extent such Instructions: (a) are consistent with these TMG; and (b) are reasonably made with a view to minimising the disruption to the Operator in a manner which is reasonable in the circumstances and taking into account the valid objectives of Brookfield Rail in issuing the Instruction.
Train Manifest	means a written notice (including, if agreed, in electronic form)

	<p>prepared by the Operator in relation to a Service and containing the following details in relation to that Service:</p> <ul style="list-style-type: none"> (a) the designated Train number for the Service and its origin and destination; (b) the date the Service will commence its operation on the Network; (c) the identification number of the locomotive or locomotives that will operate the service in the order in which they will form the Train; (d) the number of vehicles in the Train; (e) the gross mass of the Train; (f) the length of the Train; (g) for each vehicle in the Train in the order in which they will be placed, leading end first, the following information <ul style="list-style-type: none"> (i) vehicle number, (ii) vehicle classification, (iii) vehicle type, and (iv) gross weight of vehicle; and (h) the class of any dangerous goods (as described in the Dangerous Goods Code) carried on the vehicle.
Train Path	<p>means an entitlement granted to an Operator by Brookfield Rail to operate a Service on the Network on a day of the week and has departure, transit and arrival times between the entry and exit points on the Network. In the case of an ad-hoc, irregular or eccentric Train Path, this definition may also include specific calendar dates on which the entitlement is granted.</p>
TMG	<p>means Brookfield Rail's Train Management Guidelines, referenced in Section 43(3) and approved in accordance with Section 43(4) of the Code. This document is Brookfield Rail's Train Management Guidelines.</p>
Working Timetables	<p>means the operating data for all or part of the Network issued as part of the Brookfield Rail Network Rules and as amended from time to time.</p>