



Train Management Guidelines

Draft

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1. Introduction

1.1 Background

- (a) Roy Hill Infrastructure Pty Ltd (**RHI**) owns and operates the RHI Railway from the Roy Hill Mine to Port Hedland in the Pilbara region of Western Australia.
- (b) The RHI Railway falls under the provisions of the Railways (Access) Code 2000 (**Code**). Section 43 of the Code requires the railway owner to prepare and submit a set of train management guidelines (**Guidelines**) to the Regulator for approval. This is a statement of the principles, rules and practices that are to be applied and followed by RHI but only in relation to:
 - (i) the performance of its functions in relation to the rail network and associated infrastructure to which the Code applies; and
 - (ii) that performance as it relates to requirements imposed on RHI by or under the Code or the *Railways (Access) Act 1998 (WA)* (**Act**).
- (c) RHI will operate the RHI Railway on a “run when ready” operational philosophy. “Run when ready” means that RHI has the flexibility to adjust the number of Trains run each day and the departure times of those Trains so that the Trains are aligned to RHI’s transport task requirement (that is Trains required to be run to optimally meet RHI’s production requirements, crew availability and operational practices) rather than being fixed to a defined schedule of departure and arrival times. By employing the “run when ready” model, subject to the constraints of its available Rolling Stock, RHI will maximise the efficiency of the RHI Railway and minimise the RHI Railway’s operating costs.
- (d) The operational planning and execution of all activity on the RHI Railway (including the crossings/passing of Trains on the RHI Railway) will be at the discretion of RHI’s train control team.
- (e) RHI’s Train Path Policy and the Train Management Guidelines must be considered in the context of, and therefore must align with, RHI’s “run when ready” operational philosophy.

1.2 Purpose of these Guidelines

These Guidelines are intended to provide a framework for the real time management of Services on the RHI Railway in order to:

- (a) enable RHI to fulfil its contractual obligations to Operators;
- (b) provide for the safe and reliable operation and use of the RHI Railway in accordance with the RHI Requirements and RHI’s “run when ready” operational philosophy;
- (c) subject to sections 1.2(a) and 1.2(b) and to the extent reasonably practicable, maximise the efficient utilisation of the RHI Railway;
- (d) govern the day to day scheduling and management of trains in accordance with RHI’s “run when ready” operational philosophy;
- (e) manage Possessions, Disruptions, repairs, maintenance, works and upgrades to the RHI Railway; and
- (f) manage incidents and emergencies.

1.3 Application of these Guidelines

These Guidelines apply to all Operators who receive Services on the RHI Railway.

1.4 Amendment of these Guidelines

These Guidelines may be amended from time to time as follows:

- (a) if the Access Regime applies to the amendment of these Guidelines they may be amended in accordance with the Access Regime; and
- (b) otherwise, subject to any Operator's Access Agreement, amendments may be made by RHI in its reasonable discretion from time to time.

2. Contractual arrangements

2.1 Operator must have Access Agreement

A person must have an Access Agreement to receive Services from RHI.

2.2 Operator's Contracted Services

- (a) Each Operator's rights to Services will be specified in terms of its annual Contracted Services subject to all conditions in its Access Agreement.
- (b) The Operator's rights are limited to those under its Access Agreement. The Operator has no right to insist that RHI schedule Trains at any particular time.

2.3 Access Agreement prevails

In the event of a conflict or inconsistency between RHI's or an Operator's rights under an Access Agreement and these Guidelines, the Access Agreement prevails.

2.4 Train Path Policy prevails

The Train Path Policy applies to anything done under these Guidelines. In the event of a conflict or inconsistency between the Train Path Policy and these Guidelines, the Train Path Policy prevails.

2.5 System Assumptions apply

Where necessary RHI may apply the system assumptions established from time to time under an Access Agreement or the Access Regime, as applicable, when developing, amending and implementing a schedule under these Guidelines.

3. Scheduling principles

3.1 Operator's forecasting and requests for Services

3.1.1 Operator's annual, quarterly and weekly forecasts

- (a) Each Operator must keep RHI fully informed of its forecast Service requirements in sufficient time to enable RHI to take the information into account in the Quarterly Schedules and Weekly Schedules, including:

- (i) at least three months prior to 1 January each year, each Operator must provide a non-binding, indicative forecast of the Services it will require each week of the coming year (this will assist RHI's determination of the Quarterly Schedule);
 - (ii) at least one month before the start of each Quarter, each Operator must provide an updated non-binding, indicative forecast for the coming Quarter of the Services it will require each week in the relevant Quarter; and
 - (iii) a weekly Services request must be submitted to RHI before 1400 hours each Tuesday for the week commencing on the following Monday (six days hence) to provide a firm forecast of the Services it will require in the week.
- (b) An Operator must promptly inform RHI of any changes from the forecasts referred to in this section 3.1.1 and must promptly, reasonably and in good faith cooperate with RHI in managing any schedule adjustments which RHI determines (acting reasonably in good faith and in accordance with the RH Requirements) are made necessary or desirable by the changes.

3.1.2 Operator's obligations in forecasting requirements and requesting Services

An Operator's forecasts and any changes to those forecasts, must be:

- (a) made reasonably and in good faith and be consistent with the applicable Disclosed Requirements and with GRIP;
- (b) consistent with its Contracted Services; and
- (c) determined, subject to reasonable operational requirements (such as maintenance outages), so as to evenly distribute the Operator's Services across the forecast period.

3.1.3 Consequences of Operator non-compliance with this section 3

An Access Agreement may deal with the consequences of an Operator's non-compliance with this section 3. The following rules apply unless an Access Agreement provides otherwise:

- (a) it is the Operator's risk and responsibility to provide RHI with sufficient information to enable RHI to schedule Trains for the Operator under these Guidelines; and
- (b) if the Operator fails to provide or delays the provision of information to RHI under this section 3 such that RHI is unable to schedule a Train or is otherwise required to Disrupt a Train then such Disruption is an "**Authorised Disruption**".

3.2 Rail Schedules

3.2.1 Annual Schedule

- (a) RHI will develop and maintain an annual schedule (**Annual Schedule**). The Annual Schedule will align with RHI's "run when ready" operational philosophy and will register:
 - (i) each Operator's Contracted Services;
 - (ii) the typical number of Trains per week (based on the reference Train nominated by RHI) required for each Operator, to enable provision of the Operator's Contracted Services;
 - (iii) indicative requirements for scheduled Possessions; and
 - (iv) the Payload of a typical Train (based on the reference train nominated by RHI).

- (b) RHI (acting reasonably and in good faith and in accordance with the RH Requirements) may modify the Annual Schedule from time to time as it sees fit, including to reflect the addition of a new Operator or Access Agreement or any change to scheduled Possessions. The Annual Schedule will be in a format that can be readily converted to a Quarterly Schedule and Weekly Schedule. RHI is not bound by any Train times, Possessions or other information shown in the Annual Schedule.

3.2.2 Quarterly Schedule

- (a) RHI will, based on the Annual Schedule among other things, prepare, and may amend from time to time, an indicative and preliminary quarterly schedule (**Quarterly Schedule**) showing the indicative Services for each Operator for each week of the relevant Quarter.
- (b) In preparing the Quarterly Schedule, RHI will in accordance with the RH Requirements and RHI’s “run when ready” operational philosophy:
 - (i) make allowance for all scheduled Possessions for the Quarter;
 - (ii) plan to accommodate each Operator’s forecast Services under section 3 for the Quarter;
 - (iii) if it so elects under section 4.3 remediate any Shortfalls in accordance with section 4.3; and
 - (iv) subject to an Operator’s Access Agreement and the Train Path Policy use reasonable endeavours to accommodate each Operator’s anticipated requirements or requests for Additional Trains.
- (c) If RHI is unable to accommodate an Operator’s preferred schedule in the Quarterly Schedule RHI will provide the Operator with a proposed alternative plan and provide a reasonable opportunity for consultation with the Operator.
- (d) RHI may establish the Quarterly Schedule in any way it sees fit in its reasonable discretion and in accordance with the RH Requirements and RHI’s “run when ready” operating strategy. RHI is not bound by any Train times, Possessions or other information shown in the Quarterly Schedule.
- (e) The Quarterly Schedule will be updated by RHI monthly, at the beginning of each month, showing the indicative Services for each Operator for each week of the relevant month. In preparing the updated Quarterly Schedule RHI will incorporate any changes or amendments to an Operator’s forecast scheduled Possessions which an Operator has advised RHI.

3.2.3 Weekly Schedule

- (a) To the extent possible given RHI’s “run when ready” operational philosophy, and to enable the real time management of Services, RHI will prepare an indicative weekly schedule of train movements (**Weekly Schedule**) as amended from time to time. The Weekly Schedule will be the main working document referenced by RHI in managing day-to-day Train movements.
- (b) The primary purpose of the Weekly Schedule will be to provide Operators with indicative scheduled times of availability to the Operator for Train movements on the RHI Railway.

The Weekly Schedule will align with RHI’s “run when ready” operational philosophy and will also set out for each Scheduled Train the Train’s Payload (but only if different from that registered for a typical Train ((based on the reference train nominated by RHI) in the Annual Schedule).

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- (c) RHI may, subject to the provisions of this section 3, establish the Weekly Schedule in any way it sees fit in its reasonable discretion in accordance with the RH Requirements.
- (d) In preparing and administering the Weekly Schedule, RHI:
 - (i) will take into account the Quarterly Schedule;
 - (ii) will use reasonable endeavours in the time available to consult with Operators;
 - (iii) may consult with other persons; and
 - (iv) will endeavour to take account of each Operator's requirements but must also consider other Operators, the RH Requirements, the need to schedule each Operator's remedial Services (**Remedial Services**), scheduled Possessions and its own operational and maintenance needs.
- (e) As a result no Operator is guaranteed to have a Train scheduled at the time it has requested. An Access Agreement may specify the consequences of any non-availability of any Train movements.
- (f) Once the Weekly Schedule is prepared RHI will notify each Operator of its indicative Scheduled Train times.
- (g) RHI is not bound by any Train times, Possessions or other information shown in the Weekly Schedule, whether or not it is finalised under section 3.2.3.

3.2.4 Operator may request changes to Weekly Schedule

An Operator may from time to time request RHI to adjust a Weekly Schedule or 72 Hour Plan. RHI will consider the request in its reasonable discretion in accordance with the RH Requirements.

3.3 72 Hour Plan

- (a) RHI will on each day finalise a plan (**72 Hour Plan**) for a portion of the Weekly Schedule for the next 72 hours of operations across the RHI Railway and provide to each Operator that portion so far as it relates to the Operator.
- (b) The portions of the Weekly Schedule which are specified in the 72 Hour Plan operate as the Service Schedule for an Operator's Access Agreement. A Train run which has been specified in the Service Schedule is a **Scheduled Train** for an Operator's Access Agreement. However, RHI may:
 - (i) at any time modify a Weekly Schedule or 72 Hour Plan to the extent reasonably required in accordance with the RH Requirements and RHI's "run when ready" operational philosophy to accommodate any changed circumstances or an Operator's request under section 3; and
 - (ii) where reasonably appropriate in accordance with the RH Requirements and RHI's "run when ready" operational philosophy depart from a Weekly Schedule or 72 hour plan, without formal modification.
- (c) An Operator must ensure that its Trains are manned and Ready in accordance with the 72 Hour Plan. An Access Agreement may specify the consequences of an Operator failing to do so.

4. Day of operations management

4.1 Running the Scheduled Trains

RHI will use reasonable endeavours in accordance with the RH Requirements to:

- (a) run a Scheduled Train within 120 minutes of its planned departure and arrival times; and
- (b) cause Scheduled Trains which are running late, when compared with the 72 Hour Plan, to recover the lost time,

except where it is not appropriate to do so because to do so would not comply with RHI's "run when ready" operational philosophy.

4.2 Early and Late Trains

If an Operator seeks early access for a train to enter the RHI Railway, RHI will consider any request by the Operator for that early access to the RHI Railway in accordance with the RHI Requirements and the RHI "run when ready" operational philosophy. However, RHI does not have any obligation to accept any request by an Operator for early access to enter the RHI Railway.

If an Operator seeks late access for a train to enter the RHI Railway the Operator must use best endeavours (including by making additional resources available) and, in accordance with the Disclosed Requirements and GRIP, to recover the lost time. However, in relation to any train in respect of which an Operator has sought late access, RHI retains absolute discretion to require that the train access the RHI Railway only within its planned departure and arrival times.

4.3 Recovery of Shortfalls

- (a) An Operator Access Agreement may identify circumstances in which a shortfall has occurred between the Services requested to be provided in a period and the Services actually delivered in the period (**Shortfall**).
- (b) An Access Agreement may deal with the remediation of Shortfalls (including prescribing a period in respect of which Shortfalls are to be remedied) (**Remedial Period**). Unless an Access Agreement provides otherwise section 4.6 of the Train Path Policy will apply to the remediation of any Shortfalls.
- (c) It is the Operator's responsibility to ensure that it is Ready for each Scheduled Train including one scheduled under this section 4.3. An Access Agreement may specify the consequences if the Operator is not Ready, including that the Services scheduled to be provided by the Scheduled Train are foregone.

4.4 Operator and RHI consultation protocols

- (a) If RHI or the Operator becomes aware that a Scheduled Train may not run on time then each party will endeavour to advise the other, as soon as reasonably practicable, of the magnitude of the delay and estimated time of departure or arrival.
- (b) If an Operator becomes aware of any circumstance which may cause a Scheduled Train to not arrive, run or depart on time the Operator must advise RHI as soon as reasonably practicable of the circumstance and its anticipated or likely impact on the 72 Hour Plan.

- (c) The Operator and RHI must maintain a 24-hour communications link in accordance with the Access Agreement unless otherwise agreed.

4.5 Operator must be Ready

- (a) An Operator is “Ready” to accept the provision of a Service if:
 - (i) the facilities and infrastructure (including loading and unloading facilities) required by the Operator to accept the provision of a Service are complete and may be used by the Operator; and
 - (ii) the Operator believes on reasonable grounds that in accordance with these Guidelines, the Disclosed Requirements and GRIP, that the Operator will be ready and able to use/ enter the RHI Railway in accordance with the Service Schedule.
- (b) It is the responsibility of the Operator to be Ready to accept the provision of a Service for a Scheduled Train.
- (c) By 1000 hours each day each Operator must give RHI unqualified written notice (**Confirmation**) confirming that the Operator is Ready to accept the provision of a Service for the Scheduled Trains within the next 48 hours.
- (d) If at any time an Operator ceases to be Ready to accept the provision of a Service for a Scheduled Train it must immediately notify RHI and thereafter in accordance with the Disclosed Requirements and GRIP keep RHI continuously updated. Such notification shall provide the circumstances and likely or possible effect the Operator expects (in accordance with the Disclosed Requirements and GRIP) to be able to accept the Service. If an Operator determines that it is no longer Ready for a Scheduled Train it must withdraw its Confirmation in respect of the Scheduled Train. RHI and the Operator will then discuss in good faith whether RHI will still run the Scheduled Train.
- (e) Unless an Access Agreement provides otherwise RHI may (as an Authorised Disruption) Disrupt any Train in respect of which the Operator does not provide, or provides then withdraws, an unqualified Confirmation.

4.6 Train activities following a delay

Following a delay on the RHI Railway, and subject to each Operator’s Access Agreement, RHI will endeavour so far as is reasonably practicable in accordance with the RH Requirements, its “run when ready” operational philosophy and its contractual obligations to:

- (a) resume Services as promptly as reasonably practicable;
- (b) consult with affected Operators as to their requirements including shipping and production requirements; and
- (c) resume running Trains in the order determined by RHI in its absolute discretion, and taking into account any Possessions under section 4.7.

4.7 Possessions

- (a) RHI will manage all Possessions in its absolute discretion. RHI will, in accordance with the RH Requirements:

- (i) take reasonable steps to minimise any Disruption to Scheduled Trains as a result of any Possession;
 - (ii) use reasonable endeavours to consult with Operators whose Services are or may be affected by a Possession;
 - (iii) use reasonable endeavours to notify Operators when a Possession is made necessary by an emergency or Force Majeure, setting out reasonable details (to the extent reasonably practicable) of the circumstances and the likely extent and duration of any Disruption to Services.
- (b) Planned Possessions will be communicated in the Annual Schedule, Quarterly Schedule, Weekly Schedule and 72 Hour Plan.
- (c) If a Possession is likely to continue beyond the notified end time RHI will use reasonable endeavours to notify Operators of the revised end time.
- (d) An Access Agreement may specify the treatment of any Disruption, Shortfall, cost or other consequence arising from a Possession, which will be subject to the application of the RH Requirements and the system assumptions.

4.8 Management of emergencies

In the event of an emergency or any other situation which RHI determines requires urgent or unilateral action, which requires RHI to Disrupt Services, or requires a change or departure from a Rail Schedule or 72 Hour Plan, RHI may do so as it sees fit. An Access Agreement may specify the consequences of any such Disruption. Without limiting RHI's discretion under this section 4.8 RHI will endeavour to notify affected Operators as soon as practicable of the nature of the incident and its likely effect and duration.

4.9 Management of daily issues

RHI will manage daily issues (such as the imposition of temporary speed restrictions) in accordance with the RH Requirements.

4.10 RH Requirements

- (a) An Access Agreement may (as between the Operator and RHI) set out detail on the content and application of the RH Requirements. Such detail includes the extent to which and manner in which the RH Requirements may be disclosed directly or indirectly to the Operator (to become Disclosed Requirements). The Access Agreement may also detail how issues or disputes concerning the content or application of, or conflicts or inconsistencies between, RH Requirements, Disclosed Requirements and GRIP are to be resolved.
- (b) Despite anything else in these Guidelines:
- (i) RHI may at all times apply the RH Requirements in connection with these Guidelines; and
 - (ii) if these Guidelines require RHI to apply the RH Requirements in respect of a matter but the RH Requirements do not prescribe a standard for the matter then RHI must apply GRIP (if GRIP sets a standard for the matter); and
 - (iii) nothing in these Guidelines serves to require the design, procurement, construction, commissioning, operation and maintenance of the RHI Railway to be inconsistent with or derogate from the RH Requirements.

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5. Interpretation

5.1 Access Agreement and Guidelines interpretation rules apply

- (a) The definitions and rules of interpretation in an Access Agreement or other third party contract which refers to these Guidelines apply also to the interpretation of this document unless the Access Agreement, the third party contract, or this document expressly states otherwise. Such rules and interpretation are also subject to any provision of the Access Regime (if the Access Regime applies to these Guidelines)
- (b) Unless indicated otherwise references to sections are to sections of these Guidelines.

5.2 Definitions

In these Guidelines, unless the contrary intention is apparent:

72 Hour Plan	is defined in section 3.3(a).
Access Agreement	means an agreement in writing under the Code between RHI and an entity for access to the RHI Railway by that entity.
Access Regime	means a regime under a statute or other law governing the provision of access to Services on the RHI Railway, including under: (a) the Act and the Code; or (b) an Access Undertaking under the <i>Competition and Consumer Act 2010</i> (Cth).
Additional Train	means a Train which is in addition to the Trains which have been (or will be) scheduled to haul the Operator's Contracted Services
Annual Schedule	is defined in section 3.2.1(a).
Authorised Disruption	has the meaning given to it in section 3.1.3(b).
Confirmation	is defined in section 4.5(c).
Contracted Services	has the meaning given in the Train Path Policy.
Disclosed Requirements	in respect of an Operator, has the meaning given under the Operator's Access Agreement.
Disruption	means any delay, rescheduling, re-routing or cancellation of a Train and any other delay, suspension, cancellation, interruption or disruption of the provision of a Service and Disrupt has a similar meaning.
Force Majeure	means an event or circumstance or combination of events or circumstances not reasonably within the control of a Party and which, by the exercise of due

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	<p>diligence and care consistent with (in the case of RHI) the RH Requirements or (in the case of an Operator) GRIP and the Disclosed Requirements, the Party is not reasonably able to prevent or overcome including (subject to having satisfied the foregoing requirements):</p> <ul style="list-style-type: none"> (a) acts of God, epidemics, cyclones, tidal waves, landslides, lightning, earthquakes, floods, washouts, storms, fire or extreme weather conditions; or (b) strikes, lockouts, work bans, boycotts, barricades, picketing or industrial disturbances; or (c) acts of public enemy, national emergencies, war declared or undeclared, terrorism, sabotage, blockade, revolution, riots, insurrections, civil disturbances, radioactive contamination or hostile action; or (d) explosions, breakages, mechanical and electrical breakdowns, failures of equipment, derailments, collapses of gantries, loaders or conveyors, accident to machinery or lines or pipes; or (e) actions or inactions by, or orders, judgments or rulings, injunctions, decisions of enforcement actions of any State or Federal court; or (f) actions or inactions of government or other authorities whether domestic or foreign including denials, refusals or failures to grant or renew, or cancellation or withdrawal of, any applicable Authorisation, expropriation, confiscation, resumption or restraint and changes to, or removals or modifications of any exemption from, Laws, rules and regulations; or (g) denial of access to the RHI Railway by any government agency, railway track closure or blockage; or (h) a failure or malfunction of any software or goods supplied or used by RHI in providing the Services or any ancillary services under the applicable Access Agreement.
<p>GRIP or Good Rail Industry Practice</p>	<p>means the exercise of that degree of skill, diligence, prudence and foresight that a skilled and experienced person would reasonably and</p>

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	ordinarily exercise in comparable circumstances, if engaged in providing services in the Australian railways industry for carriage of mineral ore, and complying with its contractual obligations and all applicable laws, authorisations, standards, industry codes and guidelines (including those governing reliability, safety and environmental protection).
Guidelines	means these Train Management Guidelines.
Operator	has the same meaning as in clause 3 of the Code.
Payload	means (a) in respect of a Scheduled Train, the payload specified for the Train in the Service Schedule; and (b) in respect of a wagon in a Scheduled Train, the payload specified for the wagon in the Service Schedule, and in either case if no such payload is specified means a payload determined by RHI acting reasonably in accordance with the Disclosed Requirements.
Planned Possession	means a Possession which is planned and included in a Schedule.
Possession	means the closure, occupation, use or other removal from service by RHI or its workers of part of the RHI Railway for the purposes of carrying out maintenance, enhancement, or other work on or near the RHI Railway, which does or is reasonably likely to Disrupt or otherwise adversely impact on the provision of Services.
Quarter	means any period of three consecutive months commencing on 1 July, 1 October, 1 January or 1 April.
Quarterly Schedule	is defined in section 3.2.2(a).
Rail Schedule	means, as applicable, a Weekly Schedule, a Quarterly Schedule or an Annual Schedule.
Railway Agreement Act	means the <i>Railway (Roy Hill Infrastructure Pty Ltd) Agreement Act 2010 (WA)</i> .
Ready	has the meaning given in section 4.5.
Remedial Period	is defined in section 4.3(b).
Remedial Services	is defined in section 3.2.3(d)(iv).

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RH Requirements	means, subject to section 4.10: (a) the detailed technical, performance and operational standards under documents and related agreements in connection with any aspect of the Roy Hill Project, including the RH Financier Assumptions; and (b) if at any time RHI's financing arrangements in respect of the Roy Hill Project end, GRIP.
RHI Railway	means the railway constructed pursuant to the Railway Agreement Act excluding <i>railway infrastructure</i> which is not covered under the definition in section 3 of the <i>Railways (Access) Act 1998</i> .
Rolling Stock	Means a locomotive, carriage, wagon or other vehicle for use on a railway.
Scheduled Train	is defined in section 3.3(b).
Service Schedule	means the schedule for the operation of Trains established from time to time by RHI.
Services	means Access to RHI's Railway and any other services or facilities agreed to be provided by RHI to the Operator as set out in the Operator's Access Agreement.
Shortfall	has the meaning given in section 4.3(a).
Train	means one or more units of Rolling Stock coupled together, at least one of which is a locomotive or other self propelled unit.
Train Path Policy	means the supplementary document of that name, as established and amended by RHI from time to time, which sets out, amongst other things, the order of priority that RHI will apply in scheduling Trains on the RHI Railway.
Operator	has the meaning given in the definition of the expression Access Agreement.
Weekly Schedule	is defined in section 3.2.3(a).