



Train Management Guidelines

Document approval				
	Name	Position Title	Signature	Date
Author				
Reviewers				
Approver				

Revision Register			
Version	Date	Position Title	Amendment / Reason for revision

Contents

1. Introduction 2

 1.1 Background 2

 1.2 Purpose of these Guidelines 3

 1.3 Pre Conditions 3

2. Scheduling principles..... 3

 2.1 Master Train Plan 3

 2.2 Quarterly, Weekly and 72 Hour Train Plans 5

3. Day of operations management..... 7

 3.1 Running the Scheduled Trains..... 7

 3.2 Early and Late Trains 8

 3.3 Recovery of Shortfalls 8

 3.4 Operator and RHI consultation protocols 8

 3.5 Operator must be Ready 8

 3.6 Train activities following a delay 9

 3.7 Possessions..... 9

 3.8 Management of emergencies 10

 3.9 Network blockages..... 10

 3.10 Train Activities following an incident or an emergency 10

 3.11 Management of Issues affecting Daily Operations 11

 3.12 Disputes..... 11

4. Interpretation..... 11

 4.1 Access Agreement and Guidelines interpretation rules apply 11

 4.2 Definitions 11

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 RHI Railway; 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**).

THIS DOCUMENT IS UNCONTROLLED IN HARD COPY FORMAT

Rev	Document Number	Author	Approver / BFO	Issue Date	Approved Date	Page
A						Page 2 of 17

- (c) 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. .

1.2 Purpose of these Guidelines

- (a) The objective of these Guidelines is to provide a framework to apply to the real time management of Services to be operated on the RHI Railway in order to:
- (i) ensure that RHI's contractual obligations to any Operator using RHI's railway are fulfilled;
 - (ii) maximize the efficient utilisation of RHI's Railway;
 - (iii) ensure that all Services are operated on the RHI Railway in a way which does not unfairly discriminate between the proposed rail operations of the Operator and the rail operations of RHI, or an associate of RHI; and
 - (iv) provide for the safe and reliable use of RHI's railway.
- (b) The allocation of Train Paths will be determined in accordance with the Train Path Policy. The main functions of these Train Management Guidelines will be to:
- (i) govern the day to day scheduling and management of these paths, including temporary reallocations of paths and the ad hoc allocation of additional paths;
 - (ii) provide a framework to resolve conflicts between Operators in an equitable manner and in a way which does not unfairly discriminate between the proposed rail operations of the Operator and the rail operations of RHI, or an associate of RHI;
 - (iii) manage interruptions to network availability due to circumstances beyond RHI's control;
 - (iv) manage Possessions, Disruptions, repairs, maintenance, works and upgrades to the RHI Railway; and
 - (v) manage incidents and emergencies.
- (c) RHI acknowledges the requirements for the provisions of the Train Management Guidelines to adhere to the requirements set out in section 16 of the Code.

1.3 Pre Conditions

These Guidelines will apply to all Operators with whom RHI has an Access Agreement under the Code (including any third party engaged by the Operator as its agent or contractor to perform obligations under the Access Agreement). Before a Service can operate on the RHI Railway, the Operator must:

- (a) have an executed Access Agreement in place and have fulfilled all necessary conditions under that Access Agreement; and
- (b) provide RHI with a completed Train Manifest.

2. Scheduling principles

2.1 Master Train Plan

- (a) RHI will develop and maintain a Master Train Plan (**MTP**). The MTP will register:
- (i) the Service Entitlements of each Operator on the RHI Railway, including:

THIS DOCUMENT IS UNCONTROLLED IN HARD COPY FORMAT

Rev	Document Number	Author	Approver / BFO	Issue Date	Approved Date	Page
A						Page 3 of 17

- (A) for Timetabled Traffic, the Train Paths that are allocated to that traffic;
 - (B) for Cyclic Traffic, the number of Train Paths that will be allocated to that Operator within a particular period of time in accordance with the Operator's Service Entitlement.
 - (ii) the Capacity required to provide each Operator's Service Entitlements;
 - (iii) the periods of time allocated for Planned Possessions; and
 - (iv) general train operating arrangements for the RHI Railway, other than as required to be provided to Operators under the TMG or the Code, relevant to each Operator's allocated train paths.
- (b) The MTP may be modified under the following circumstances:
- (i) RHI agrees to a request by an Operator to make a permanent change to its Service Entitlement under the Train Path Policy (including changes to the times of Timetabled Traffic) and this does not compromise:
 - (A) any other Operator's existing Service Entitlement; or
 - (B) a Planned Possession, unless RHI is able to reschedule the Planned Possession without increasing the cost of or otherwise adversely impacting its ability to maintain the RHI Railway in accordance with its obligations, including its obligations with respect to safety;
 - (ii) a new or additional Service Entitlement has been created, via the execution of an Access Agreement or the variation of an existing Service Entitlement, and this does not compromise:
 - (A) any other Operator's existing Service Entitlement; or
 - (B) a Planned Possession, unless RHI is able to reschedule the Planned Possession without increasing the cost of or otherwise adversely impacting its ability to maintain the RHI Railway in accordance with its obligations, including its obligations with respect to safety;
 - (iii) RHI permanently deletes a Planned Possession;
 - (v) RHI creates a new Planned Possession or modifies an existing Planned Possession;
 - (vi) RHI wishes to modify the times at which a Service or Services will run:
 - (A) where the modification does not compromise the satisfaction of any Operator's Service Entitlement; or
 - (B) following consultation with the affected Operator and using its best endeavours to ensure that this does not compromise any other Operator's existing Service Entitlement.
- (c) The MTP will be in a format that can readily be converted to a rolling Weekly Train Plan which will be the main working document referenced by the Train Controller in managing day- to- day train movements.

2.2 Quarterly, Weekly and 72 Hour Train Plans

(a) Quarterly Train Plans

RHI will prepare a preliminary Quarterly Train Plan to foreshadow likely Train Paths for Cyclic Traffic. Each Operator shall submit to RHI a preliminary estimate of its Train Path requirements on a quarterly basis, one month prior to the commencement of each quarter of the year. The requirements shall be consistent with the Operator’s Service Entitlements and include preferred Train Paths. RHI will use its best endeavours to accommodate the requested Train Paths, subject to reasonable constraints that include, but are not limited to, other Operator’s requirements and Planned Possessions of the RHI Railway.

Where RHI is unable to accommodate the preferred Train Paths in the Quarterly Train Plan, it shall advise the Operator of alternate Train Paths and provide a reasonable opportunity for consultation with Operators.

RHI is not bound by any Train Paths shown in the Quarterly Train Plan.

(b) Weekly Train Plans

To enable the real time management of Services, RHI will prepare a Weekly Train Plan (**WTP**). The primary purpose of the WTP will be to schedule the times of Services for Cyclic Traffic, based on Train Requests submitted by Operators against their Service Entitlement.

To facilitate this, unless otherwise advised by RHI, each Operator of Cyclic Traffic will need to submit its Train requests to RHI before an advised time on an advised day of each week preceding the week of train operation. Train Requests are not to be submitted for Train Paths that are already allocated to Timetabled Traffic, as shown in the Master Train Plan.

The WTP will be prepared based on:

- (i) Train Paths already specified for Timetabled Traffic (**Scheduled Train Paths**);
- (ii) Train Requests submitted by Operators of Cyclic Traffic, relative to their Service Entitlement (once allocated, entitled **Nominated Weekly Services**); and
- (iii) Planned Possessions.

This process may result in more than one Operator requiring access to the same Train Path (a **Contested Train Path**). The decision making process to apply in relation to a Contested Train Path is outlined in section 2.2(d) below.

Once the WTP has been prepared, RHI will confirm the schedule of Services for each Operator in relation to their Services.

Subsequent modifications to the WTP can be made under the following circumstances. As some of these circumstances arise in real time management of Services, they will not necessarily result in a formal modification to the WTP:

- (iv) RHI agrees to a request by an Operator to change the scheduled time of one or more Services, and this does not compromise:
 - (A) any other Operator’s existing Service Entitlement; or

- (B) a Planned Possession;
- (v) RHI agrees to a request from an Operator to run an ad hoc Service, and this does not compromise:
 - (A) any other Operator's existing Service Entitlement; or
 - (B) a Planned Possession;
- (vi) RHI cancels a Planned Possession;
- (vii) RHI creates a new Planned Possession or modifies an existing Planned Possession;
- (viii) RHI wishes to modify the times at which a Service or Services will run:
 - (A) where the modification does not compromise the satisfaction of any Operator's Service Entitlement; or
 - (B) following consultation with the affected Operator and using its best endeavours to ensure that this does not compromise any other Operator's existing Service Entitlement; and
- (ix) before the commencement of the relevant Service/s, RHI notifies the Operator that an Emergency Possession is required.

(c) 72 Hour Plan

RHI will on each day finalise a plan (**72 Hour Plan**) for a portion of the WTP 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.

The portions of the WTP 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 at any time modify a WTP or 72 Hour Plan to the extent reasonably required to accommodate any changed circumstances or an Operator's request .

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.

(d) Contested Train Paths

RHI will apply the following decision making rules in determining which Operator is allocated a Contested Train Path:

- (i) Any Operator whose request for a Contested Train Path is outside of the scope of their Service Entitlement will be eliminated from consideration:
 - (A) where this eliminates all Operators seeking the Contested Train Path and spare Capacity is available, the path may be allocated based on steps (ii) –(iv);

- (B) where this does not eliminate all of the parties seeking the Contested Train Path, and there remains more than one Operator requesting the Contested Train Path, the path may be allocated based on steps (ii)-(iv).
- (ii) next, consideration will be given as to whether the Operators requesting the Contested Train Path can agree amongst themselves as to who should be allocated the relevant path. Where agreement is reached, the Contested Train Path will be allocated according to this agreement. The decision will be documented and a copy of the agreement will be retained by RHI and each affected Operator. RHI will ensure that affected Operators are provided with as much relevant train path information as possible in order to facilitate the ability of operators to reach agreement between themselves consistent with the objectives of this (ii);
- (iii) if agreement cannot be reached, RHI will give consideration to the number of Services per week that each Operator is contractually entitled to in accordance with their Service Entitlement:
- (A) if an Operator is behind (in the contract year to date) in operating its Contracted Services in accordance with its Service Entitlement, that Operator may be given priority over another Operator that is either ahead or on target in operating its Contracted Services, unless the reason that an Operator is behind relative to its Service Entitlements is due to that Operator's own performance, or because of any other circumstance within its control;
- (B) where more than one Operator is behind in operating its Contracted Services in accordance with its Service Entitlement, the Operator that is most behind (based on actual Services operated as a percentage of Contracted Services) may be given priority, unless the reason that Operator is most behind relative to its Service Entitlements is due to that Operator's own performance, or because of any other circumstance within its control;
- (iv) where the above considerations do not resolve the allocation of a Contested Train Path, RHI will unilaterally determine which Service is allocated the path. In deciding which Service is allocated the path, RHI will have regard to the objectives of these Guidelines, as per section 1.2 of this document, with efficient utilisation of the RHI Railway as a priority. RHI will maintain a record of that decision and the reasoning behind it. RHI will treat all Operators fairly in allocating Contested Train Paths.

Whenever RHI makes an allocation decision on a Contested Train Path, at whichever of the above stages in the process that this occurs, it will record the decision and associated reasons in a register. Each affected Operator will be provided with a copy of this information. A copy of this information will also be provided to the Authority on request.

3. Day of operations management

3.1 Running the Scheduled Trains

RHI will use reasonable endeavours to:

- (a) run a Scheduled Train within 120 minutes of its planned departure and arrival times; and

THIS DOCUMENT IS UNCONTROLLED IN HARD COPY FORMAT

Rev	Document Number	Author	Approver / BFO	Issue Date	Approved Date	Page
A						Page 7 of 17

- (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.

3.2 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. 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 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.

3.3 Recovery of Shortfalls

- (a) An Operator Access Agreement may identify circumstances in which a shortfall has occurred between the Train Paths requested to be provided in a period and the Train Paths 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 3.3 An Access Agreement may specify the consequences if the Operator is not Ready, including that the Train Path scheduled to be provided by the Scheduled Train are foregone.

3.4 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.

3.5 Operator must be Ready

- (a) An Operator is "Ready" to accept the provision of a Train Path if:
 - (i) the facilities and infrastructure (including loading and unloading facilities) required by the Operator to accept the provision of a Train Path are complete and may be used by the Operator; and

- (ii) the Operator believes on reasonable grounds that in accordance with these Guidelines, 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 Train Path 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 Train Path 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 Train Path for a Scheduled Train it must immediately notify RHI and thereafter in accordance with GRIP keep RHI continuously updated. Such notification shall provide the circumstances and likely or possible effect the Operator expects (in accordance with GRIP) to be able to accept the Train Path. 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 Disrupt any Train in respect of which the Operator does not provide, or provides then withdraws, an unqualified Confirmation.

3.6 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 its contractual obligations to:

- (a) resume the provision of Service Entitlements 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 3.7.

3.7 Possessions

- (a) RHI will manage all Possessions in its absolute discretion. RHI will:
 - (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 Train Paths 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.

THIS DOCUMENT IS UNCONTROLLED IN HARD COPY FORMAT

Rev	Document Number	Author	Approver / BFO	Issue Date	Approved Date	Page
A						Page 9 of 17

- (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.

3.8 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 3.8 RHI will endeavour to notify affected Operators as soon as practicable of the nature of the incident and its likely effect and duration.

3.9 Network blockages

- (a) A Train failure which results in a blockage of the RHI Railway will be cleared using alternative locomotives and crews arranged by the relevant Operator of that Train or by RHI. The relevant Operator will co-operate fully with RHI. In determining the strategy to recover the failed Train and clear the blockage from the RHI Railway, consideration may also be given, in consultation with the Operator of the failed Train, to:
- (i) a reduction of loading;
 - (ii) continuing at a reduced speed;
 - (iii) arranging an alternative locomotive and continuing; or
 - (iv) amalgamating trains.
- (b) Operators, other than the Operator whose Train has failed, must provide reasonable assistance to RHI when necessary to facilitate the clearing of a blockage of the RHI Railway caused by a failed Train.
- (c) An Operator is not required to provide assistance if it will incur costs and risk, unless agreement is reached on how the costs and risks will be shared. Agreement on the terms and conditions for providing assistance may be negotiated within the Access Agreement.
- (d) 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 and alternative Train Paths in conjunction with RHI within the earliest possible time so as not to impede the operation of the RHI Railway.

3.10 Train Activities following an incident or an emergency

Following a major delay which has impacted the provision of Train Paths on the RHI Railway, then subject to each Operator's Service Entitlement, RHI will ensure that Trains resume service in the order that they were scheduled to run prior to the event causing the delay, if practical, subject to consultation with the Operator's as to their positions and needs including factors such as crewing arrangements, sensitive freight and shipping and production requirements.

3.11 Management of Issues affecting Daily Operations

- (a) Daily issues (such as the imposition of temporary speed restrictions) will be managed in accordance with:
 - (i) the rules applying to the RHI Railway at that time; and
 - (ii) the relevant Access Agreement.
- (b) RHI will maintain the RHI Railway (but only so far as the RHI Railway is relevant to the Operator's Train Paths) to the highest level consistent with its obligations under Access Agreement or the requirements of RHI under the applicable Rail Safety legislation.
- (c) When required by the condition of the RHI Railway, RHI may give notice of any speed and weight restrictions and the Operators must comply with such a notice.

3.12 Disputes

- (a) Any disputes arising in relation to any aspect of these Guidelines will be managed in accordance with the Access Agreement. Part 3 of the Code provides for arbitration of access disputes in certain circumstances in relation to the provisions to be contained in a proposed Access Agreement. These circumstances are set out in section 25 (2) of the Code.
- (b) Once an Access Agreement has been entered into, disputes will be resolved by a three-stage process as follows:
 - (i) First, by negotiation of the dispute between the parties with a seven day time limit and using reasonable endeavours;
 - (ii) Secondly, by mediation between the Chief Executive Officers of the parties and after 14 days if no agreement is reached by expert mediation; and
 - (iii) Thirdly, by arbitration in accordance with the *Commercial Arbitration Act 1985*.
- (c) If no Access Agreement is yet in place, an Access Seeker seeking access under the Code may seek to have the matter arbitrated as a dispute in accordance with section 26 (1) of the Code.

4. Interpretation

4.1 Access Agreement and Guidelines interpretation rules apply

Unless indicated otherwise references to sections are to sections of these Guidelines.

4.2 Definitions

In these Guidelines, unless the contrary intention is apparent:

72 Hour Plan	is defined in section Error! Reference source not found.
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 Train Paths 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
Capacity	In relation to any Route Section of RHI's railway, means the number of rail operations that can be accommodated on that Route Section during a particular time after providing for RHI's reasonable requirements for the exclusive utilisation of that Route Section for the purposes of performing activities associated with the repair or enhancement of RHI's railway, pursuant to section 4 of these Train Management Guidelines.
Confirmation	is defined in section 3.5.
Contested Train Path	is defined in section 2.2(b).
Contracted Services	has the meaning given in the Train Path Policy.
Cyclic Traffic	means traffic whose Service Entitlements are defined in terms of a number of Services within a particular period of time, for example a year, month or week, subject to a range of constraints which may include: (a) specified days of operation and times at the origin and/or destination; (b) specified arrival/departure times at intermediate locations, with an allowable variation around these specified times for the scheduling of the Train Service; (c) maximum time period between Train Services; (d) minimum time period between Train Services; (e) average below rail transit time; (f) the agreed threshold for on-time running of the Train Services; (g) regularity of timetable reviews and the applicable review process; and (h) allowable modifications of timetable eg cancellation or deferral of Services.

THIS DOCUMENT IS UNCONTROLLED IN HARD COPY FORMAT

Rev	Document Number	Author	Approver / BFO	Issue Date	Approved Date	Page
A						Page 12 of 17

<p>Disruption</p>	<p>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.</p>
<p>Emergency Possession</p>	<p>means a Possession that is required to rectify a serious fault with the RHI Railway that is considered dangerous to either Operators and/or RHI employees, or where severe speed restrictions have been imposed, affecting the scheduled Services of Operators. An Emergency Possession is not reflected in the Master Train Plan.</p>
<p>Force Majeure</p>	<p>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 diligence and care consistent with GRIP 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

THIS DOCUMENT IS UNCONTROLLED IN HARD COPY FORMAT

Rev	Document Number	Author	Approver / BFO	Issue Date	Approved Date	Page
A						Page 13 of 17

	<p>changes to, or removals or modifications of any exemption from, Laws, rules and regulations; or</p> <p>(g) denial of access to the RHI Railway by any government agency, railway track closure or blockage; or</p> <p>(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>means the exercise of that degree of skill, diligence, prudence and foresight that a skilled and experienced person would reasonably and 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).</p>
Guidelines	<p>means these Train Management Guidelines.</p>
Master Train Plan or MTP	<p>means a document prepared and maintained by RHI that will register:</p> <ul style="list-style-type: none"> (a) the Service Entitlements of each Operator on RHI’s railway including: <ul style="list-style-type: none"> (i) for Timetabled Traffic, the Train Paths that are allocated to that traffic; (ii) for Cyclic Traffic, the number of Train Paths that will be allocated to that Operator per quarter or week or each 72 hours in accordance with the Operator’s Service Entitlement; (b) the Capacity required to provide each Operator’s Service Entitlements; and (c) the periods of time allocated for Planned Possessions. <p>The Master Train Plan provides the basis for preparation of the Weekly and the 72 Hour Train Plans.</p>
Operator	<p>has the same meaning as in clause 3 of the Code.</p>
Planned Possession	<p>means a Possession which is planned and entered into the Master Train Plan.</p>

THIS DOCUMENT IS UNCONTROLLED IN HARD COPY FORMAT

Rev	Document Number	Author	Approver / BFO	Issue Date	Approved Date	Page
A						Page 14 of 17

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 Train Plan	is the plan prepared by RHI pursuant to section 2.2(a).
Rail Schedule	means, as applicable, the Master Train Plan, the Quarterly Train Plan, the Weekly Train Plan or the 72 Hour Plan.
Railway Agreement Act	means the <i>Railway (Roy Hill Infrastructure Pty Ltd) Agreement Act 2010</i> (WA).
Ready	has the meaning given in section 3.5.
Remedial Period	is defined in section 3.3(b).
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.
Route Section	means the sections of the RHI Railway into which the railway is divided for management and costing purposes.
Scheduled Train	is defined in section 2.2(c).
Service Schedule	means the schedule for the operation of Trains established from time to time by RHI.
Service	means a train run by the Operator using RHI's Railway by which the Operator provides railway freight services.
Service Entitlement	means an Operator's entitlement under an Access Agreement to operate Cyclic Traffic or Timetabled Traffic services in accordance with the Train Path Policy. Service Entitlements to operate Cyclic Traffic will consist of a number of services within a particular period of time, as specified in the Access

THIS DOCUMENT IS UNCONTROLLED IN HARD COPY FORMAT

Rev	Document Number	Author	Approver / BFO	Issue Date	Approved Date	Page
A						Page 15 of 17

	<p>Agreement and will be defined in terms of arrival and departure times in accordance with the Weekly Train Plan and the 72 Hour Plan. Service Entitlements to operate Timetabled Traffic will consist of specified arrival and departure times on a particular day and/or week during a year, as specified in the Access Agreement and will be included in the Weekly Train Plan and the 72 Hour Plan. A Service Entitlement may specify constraints or operational requirements to be observed by the Operator.</p>
Shortfall	<p>has the meaning given in section 3.3(a).</p>
Timetabled Traffic	<p>means traffic whose Service Entitlements are defined in terms of specified Train Paths, including arrival and departure times, on a particular day and/or week during a year, for the duration of the Access Agreement, subject to a range of constraints which may include:</p> <ul style="list-style-type: none"> (a) the agreed threshold of on-time running of Train Services; (b) regularity of timetable reviews and the applicable review process; and (c) allowable modifications of timetable eg cancellation or deferral of services.
Train	<p>means one or more units of Rolling Stock coupled together, at least one of which is a locomotive or other self propelled unit.</p>
Train Control	<p>means the control of trains by RHI or its agents on the RHI railway.</p>
Train Controller	<p>means a person or agent appointed by RHI to carry out the function of Train Control.</p>
Train Manifest	<p>means a written notice (including, if agreed, in electronic form) 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 RHI Railway; (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

THIS DOCUMENT IS UNCONTROLLED IN HARD COPY FORMAT

Rev	Document Number	Author	Approver / BFO	Issue Date	Approved Date	Page
A						Page 16 of 17

	<p>which they will be placed, leading end first, the following information:</p> <ul style="list-style-type: none"> (i) vehicle number; (ii) vehicle classification; (iii) vehicle type; (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	means an entitlement granted to an Operator by RHI to access the RHI Railway between entry and exit points on the RHI Railway.
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 Train Plan or WTP	is the plan prepared by RHI pursuant to section 2.2(b).