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Our Ref: LS-160-O-0006

3 July 2008

Mr Russell Dumas
Director, Gas and Rail Access
Economic Regulation Authority
Level 6, Governor Stirling Tower
197 St George's Terrace
PERTH WA 6000

Dear Russell

RAILWAYS (ACCESS) ACT 1998 – THE PILBARA INFRASTRUCTURE PTY LTD

Part 3 of the Railway and Port (The Pilbara Infrastructure Pty Ltd) Agreement Act 2004 came into operation on 1 July 2008. As such, the railway constructed pursuant to the Railway and Port (The Pilbara Infrastructure Pty Ltd) Agreement, by The Pilbara Infrastructure Pty Ltd ("TPI"), a subsidiary of Fortescue Metals Group Ltd, is now listed under Schedule 1 of the Railways (Access) Code 2000 ("Code").

As required under Clause 16(8) of the Railway and Port (The Pilbara Infrastructure Pty Ltd) Agreement, TPI is required to submit to the Regulator arrangements and statements in respect of:

- Section 29 of the Railways (Access) Act 1998;
- Section 43 of the Code;
- Section 44 of the Code;
- Section 46 of the Code; and
- Section 47 of the Code.

I have attached for your review, TPI's submissions in respect of the first three above listed submissions and statements; and advise that the remaining two will follow shortly.

Please contact me in the first instance if you have any questions on these documents or would like to discuss key matters.

Yours sincerely

FORTESCUE METALS GROUP LTD

GREG DELLAR

for
The Pilbara Infrastructure Pty Ltd



Train Management Guidelines

The Pilbara Infrastructure Pty Ltd

July 2008

The Pilbara Infrastructure Pty Ltd

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Train Management Guidelines

1 Introduction

1.1 Background

The Pilbara Infrastructure Pty Ltd (TPI) owns and operates a rail network and port terminal in the Pilbara region in Western Australia. TPI also provides above-rail services on this network. TPI is majority owned and controlled by Fortescue Metals Group (FMG).

TPI has developed separate Access Regimes (the Regimes) to enable third party access to the rail network (the Network) and the port terminal (the Port).

The Rail Access Regime is governed by the provisions of the *Railways (Access) Code 2000* (the Code). Section 43 of the Code requires the railway owner to prepare and submit a set of train management guidelines (TMG) to the regulator for approval. This is a statement of the principles, rules and practices that are to be applied and followed by the railway owner but only in relation to:

- the performance of its functions in relation to the rail network and associated infrastructure to which the Code applies; and
- the requirements imposed on the railway owner under the *Railways (Access) Act 1998* (the Act).

1.2 Purpose of the TMG

The objective of the TMG is to provide a framework to apply to the real time management of Services to be operated on the Network in order to:

- ensure that TPI's contractual obligations are fulfilled;
- maximise the efficient utilisation of that Network, within the context of the overall supply chain;
- ensure that all Services are operated on the Network in a non-discriminatory way.

The allocation of Train Paths will be determined in accordance with the Train Path Policy. The main functions of the TMG will be to:

- a) govern the day to day scheduling and management of these paths, including temporary reallocations of paths and the ad hoc allocation of additional paths;
- b) provide a framework to resolve conflicts between Operators in an equitable and non-discriminatory manner;
- c) manage interruptions to network availability due to circumstances beyond TPI's control;
- d) manage repairs, maintenance and upgrades to the network; and
- e) manage incidents and emergencies.

1.3 Pre-conditions

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

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

2 Scheduling Principles

2.1 Master Train Plan

TPI will develop and maintain a Master Train Plan (MTP). The MTP will register:

- a) the Service Entitlements of each Operator on the Network, including:
 - (i) for Timetabled Traffics, the Train Paths that are allocated to that traffic;

- (ii) for Cyclic Traffics, the number of Train Paths that will be allocated to that Operator per week 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.

The MTP may be modified under the following circumstances:

- a) TPI 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 Traffics), and this does not compromise:
 - (i) any other Operator's existing Service Entitlement; or
 - (ii) a Planned Possession, unless TPI is able to reschedule this Planned Possession without increasing the cost of or otherwise adversely impacting its ability to maintain the Network in accordance with its obligations, including its obligations with respect to safety;
- b) 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:
 - (i) any other Operator's existing Service Entitlement; or
 - (ii) a Planned Possession, unless TPI is able to reschedule this Planned Possession without increasing the cost of or otherwise adversely impacting its ability to maintain the Network in accordance with its obligations, including its obligations with respect to safety;
- c) TPI agrees to a request from an Operator to run an Ad Hoc Service, and this does not compromise:
 - (i) any other Operator's existing Service Entitlement; or
 - (ii) a Planned Possession, unless TPI is able to reschedule this Planned Possession without increasing the cost of or otherwise adversely impacting its ability to maintain the Network in accordance with its obligations, including its obligations with respect to safety;
- d) TPI permanently deletes a Planned Possession;
- e) TPI creates a new Planned Possession or modifies an existing Planned Possession;
- f) TPI wishes to modify the times at which a Service or Services will run:

- (i) where the modification does not compromise the satisfaction of any Operator's Service Entitlement; or
- (ii) 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.

At all times TPI will reserve the right to take possession of the Network to undertake necessary works in order to satisfy its obligations in relation to the Network, including for reasons relating to safety. TPI will use its best endeavours to consult with affected Operators as soon as this requirement is identified however this does not imply that the agreement of all affected Operators is to be obtained before such possession can be taken.

The MTP will be in a format that can be readily converted to a rolling Weekly Train Plan (WTP), which will be the main working document referenced by the Train Controller in managing day-to-day train movements.

2.2 Weekly Train Plan

To enable the real time management of Services, TPI will prepare a WTP. The primary purpose of this will be to schedule the times of Services for Cyclic Traffics, based on Train Requests submitted by Operators against their Service Entitlement. This schedule will be prepared in consultation with the Port Operator, which will involve consideration of, amongst other things, stockpile management and shipping requirements.

To facilitate this, unless otherwise advised by TPI, each Operator of Cyclic Traffics will need to submit its Train Requests to the Train Controller 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 Traffics, as shown in the Master Train Plan.

The WTP will be prepared based on:

- a) Train Paths already specified for Timetabled Traffics (Scheduled Train Paths);
- b) Train Requests submitted by Operators of Cyclic Traffics, relative to their Service Entitlement (once allocated, entitled Nominated Weekly Services); and
- c) 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 2.3 below.

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

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

- a) TPI agrees to a request by an Operator to change the scheduled time of one or more Services, and this does not compromise:
 - (i) any other Operator's existing Service Entitlement; or
 - (ii) a Planned Possession;
- b) TPI agrees to a request from an Operator to run an Ad Hoc Service, and this does not compromise:
 - (i) any other Operator's existing Service Entitlement; or
 - (ii) a Planned Possession;
- c) TPI cancels a Planned Possession;
- d) TPI creates a new Planned Possession or modifies an existing Planned Possession;
- e) TPI wishes to modify the times at which a Service or Services will run:
 - (i) where the modification does not compromise the satisfaction of any Operator's Service Entitlement; or
 - (ii) 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;
- f) before the commencement of the relevant Service/s, TPI notifies the Operator that an Emergency Possession is required.

At all times TPI will reserve the right to take possession of the Network to undertake necessary works in order to satisfy its obligations in relation to the Network, including for reasons relating to safety. TPI will use its best

endeavours to consult with affected Operators as soon as this requirement is identified however this does not imply that the agreement of all affected Operators is to be obtained before such possession can be taken.

2.3 Contested Train Path

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

- a) first, TPI may allocate a Contested Train Path to an Operator in response to a request from the Port Operator where the Port Operator requires that iron ore from a particular mine which that Operator is contracted to deliver to the Port in order to efficiently operate the Port;
- b) next, any Operator whose request for the Contested Train Path is outside of the scope of their Service Entitlement will be eliminated from consideration:
 - (i) where this eliminates all Operators seeking the Contested Train Path and spare Capacity is available, the path may be allocated based on steps (b) to (d);
 - (ii) where this step 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 (b) to (d);
- c) 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. This decision will be documented and a copy of the agreement will be retained by TPI and each affected Operator;
- d) if agreement cannot be reached, TPI will give consideration to the number of Services per week that each Operator is contractually entitled to in accordance with their Service Entitlement:
 - (i) 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 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;

- (ii) 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;
- e) where the above considerations do not resolve the allocation of a Contested Train Path, the Manager, Train Control and Scheduling will unilaterally determine which Service is allocated the path. In deciding which Service is allocated the path the Manager, Train Control and Scheduling will have regard to the objectives of these Guidelines. The Manager, Train Control and Scheduling will maintain a record of that decision and the reasoning behind it. TPI will treat all Operators fairly in allocating Contested Train Paths.

3 Real-time Management of Services

3.1 Services presented on time, late or early

3.1.1 Services presented on time

Both TPI and the Operator will use their best endeavours to ensure that a Service that is presented at the point of entry to the Network on time in accordance with its scheduled Train Path will depart at the scheduled time. This point of entry is the location on the Network nominated by TPI for the commencement of the Service (unless otherwise specified in the Access Agreement).

TPI will use its best endeavours to ensure that a Service that enters the Network on time in accordance with its scheduled Train Path exits the Network on time, subject to:

- a) safety considerations;

- b) matters beyond the reasonable control of TPI, which affect its ability to provide the Train Path;
- c) emergencies or incidents affecting the Services;
- d) the Operator's compliance with the following obligations:
 - (i) the Operator advising TPI within 30 minutes of its scheduled departure that it will present its Service at the point of entry to the Network on time;
 - (ii) the Operator presents the Service at the point of entry to the Network on time;
 - (iii) the Operator complies with any Instructions issued by TPI (refer section 3.2);
 - (iv) the Operator uses its best endeavours to ensure that the Service exits the Network on time.

3.1.2 Services presented early

Where an Operator presents a Service at the point of entry to the Network more than 15 minutes prior to its scheduled departure time, it must provide TPI with at least 30 minutes notice of its early arrival prior to arriving at the point of entry to the Network. TPI will then use reasonable endeavours to provide a Train Path at the next available opportunity but no later than the scheduled time. In allocating priorities to Services, reference may be made to the Decision-Making Matrix (refer Appendix B).

TPI will use reasonable endeavours to ensure that a Service that enters the Network prior to its scheduled departure time will hold that gain, subject to:

- a) safety considerations;
- b) all other Service Entitlements being satisfied;
- c) matters beyond the reasonable control of TPI, which affect its ability to provide the Train Path;
- d) emergencies or incidents affecting the Services;
- e) the Operator's compliance with the following obligations:
 - (i) the Operator advising TPI with at least 30 minutes' notice prior to its early arrival at the point of entry to the Network;

- (ii) where an earlier Train Path can be allocated and the departure time is rescheduled accordingly the Operator presents the Service at the point of entry to the Network on time (based on this revised departure time);
- (iii) the Operator complies with any Instructions issued by TPI (refer section 3.2);
- (iv) the Operator uses its best endeavours to ensure that the Service holds the gain between entry and exit of the Network.

3.1.3 Services presented late

Where an Operator is unable to present a Service at the point of entry to the Network at to its scheduled departure time, it must:

- a) provide TPI with at least 30 minutes notice of this prior to its original scheduled departure time, and advise of its estimated revised arrival time; and then
- b) provide TPI with at least 15 minutes notice prior to arriving at the point of entry to the Network.

TPI will then use reasonable endeavours to provide a Train Path at the next available opportunity. In allocating priorities to Services, reference may be made to the Decision-Making Matrix.

TPI will use reasonable endeavours to ensure that a Service that enters the Network after its scheduled departure time recovers some or all of its lost time, subject to:

- a) safety considerations;
- b) all other Service Entitlements being satisfied;
- c) matters beyond the reasonable control of TPI, which affect its ability to provide the Train Path;
- d) emergencies affecting the Services;
- e) the Operator's compliance with the following obligations:

- (i) the Operator provides TPI with at least 30 minutes notice of its late arrival prior to its original scheduled departure time, and advises of its estimated revised arrival time;
- (ii) the Operator provides TPI with at least 15 minutes notice prior to arriving at the point of entry to the Network;
- (iii) where a later Train Path can be allocated and the departure time is rescheduled accordingly the Operator presents the Service at the point of entry to the Network on time (based on this revised departure time);
- (iv) the Operator complies with any Instructions issued by TPI (refer section 3.2); and
- (v) the Operator uses its best endeavours to ensure that the Service recovers some or all of the lost time between entry and exit of the Network.

If any other conflicts arise in the real-time management of Services that have or are about to commence on the Network, reference will be made to the Decision-Making Matrix.

3.2 Instructions

TPI may issue Instructions to the Operator and these Instructions may include but are not limited to instructions or directions:

- a) to cease to use a Train Path by the Service and for the Service to proceed over the Train Path on the Network as TPI nominates;
- b) to continue use by the Service of the Network subject to such variation of the relevant Train Path or the Service or the composition or quality of Trains as TPI nominates;
- c) to require the Service to proceed to a point on the Network as nominated by TPI and stand there until TPI 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, TPI) whose service would, but for the delay or restriction of the Operator's Service, be delayed or further delayed;
- d) to change the entry and/or 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; and
- g) to amend or clarify application of TPI's Network Rules.

In issuing such Instructions TPI will:

- a) endeavour to minimise disruption to the Operator's Services as well as any other Operator's Services;
- b) endeavour to give the Operator reasonable notice in order for it to be able to comply with the Instruction;
- c) where a variation to a Train Path is to be permanent, it will be done so in accordance with the procedures specified in section 3.1 of TPI's Train Path Policy; and
- d) as soon as reasonably practicable and in any event before an Instruction becomes effective, give to the Operator a written copy of the Instruction if such Instruction is ordinarily given in writing by TPI to Operators.

In receiving such Instructions the Operator will:

- a) comply with all Instructions and immediately inform all relevant train crew of the Instructions and any subsequent modifications to them;
- b) if the Instruction is a Train Control Direction, comply with this Instruction immediately;
- c) ensure that all relevant train crew are familiar with TPI's TMG, including its Network Rules, as well as any other relevant information provided to the Operator by TPI and will promptly inform the relevant train crew of any changes;
- d) in complying with Instructions, use its best endeavours to minimise disruption to any other Operator on the Network.

TPI is not responsible for any delay suffered or cost incurred by the Operator in complying with an Instruction and the Operator releases TPI from any claim arising from such compliance.

4 Managing infrastructure issues

4.1 Network repairs, maintenance and upgrades

4.1.1 Possessions

TPI may perform repairs, maintenance or upgrading of the Network, or take possession of any part of the Network for the purpose of undertaking repairs, maintenance and upgrades, at any time. If repairs, maintenance or upgrading of the Network, or taking possession of any part of the Network for this purpose, are reasonably likely to materially affect Train Paths, prior to the commencement of the works, TPI will:

- a) take all reasonable steps to minimise any disruptions to Train Paths;
- b) use reasonable endeavours to consult with all Operators whose Train Paths may be affected by a possession of the Network; and
- c) use reasonable endeavours to provide an alternative Train Path but need not obtain the affected Operator's consent to be able to perform repairs, maintenance or upgrading of the Network, or take possession of any part of the Network for this purpose.

TPI will:

- a) notify all affected Operators when possession of the Network is required for an emergency or due to a Force Majeure event; and
- b) treat all Operators fairly in the management of possessions.

4.1.2 Consultation re Possessions

The following principles will be applied in consulting with Operators in relation to possessions:

- a) where works can be undertaken without affecting the use of Train Paths, no notice is required;
- b) where TPI must take possession for emergencies related to safety or natural or other events that might affect the Network, TPI will advise affected Operators as soon as possible of:
 - (i) the circumstances;

- (ii) the likely impact on Train Paths;
 - (iii) the likely duration of the possession;
- c) where TPI is to take possession for maintenance activities for periods less than six hours, it will give a minimum of 2 days' notice to affected Operators;
- d) where TPI is to take possession for maintenance activities for periods of between 6 and 48 hours:
 - (i) if TPI will still be able to satisfy all Service Entitlements in the relevant week, no notice is required; or
 - (ii) if TPI is unlikely to be able to satisfy all Service Entitlements in the relevant week, it will negotiate with Operators to determine what temporary adjustments may need to be made in order to facilitate the possession;
- e) where TPI requires possession for either major maintenance activities extending beyond 48 hours or where an upgrade will require changes over a long period of time, TPI will give as much notice as is reasonably practicable and in so doing will endeavour to provide at least three months notice of the works. TPI will also commence negotiations with affected Operators from the date of the notice to determine what adjustments may need to be made in order to facilitate the possession;
- f) in the event that the timeframes for the maintenance activity notified by TPI are not achievable TPI will:
 - (i) notify affected Operators as soon as possible; and
 - (ii) provide a revised estimate of the anticipated completion time.

4.2 Management of emergencies or other incidents

In the event of an emergency which requires TPI to close all or part of the Network, TPI will notify all affected Operators as soon as possible of:

- the nature of the incident;
- the likely effect on Train Paths (and the possible duration of that effect); and
- develop a recovery plan with each affected Operator in accordance with the provisions of their Access Agreement.

4.2.1 Network blockages

A Train failure which results in a blockage of the Network will be cleared using alternative locomotives and crews arranged by the relevant Operator of that Train or by TPI. The relevant Operator will co-operate fully with TPI in determining the strategy that will minimise the time that the Network will be blocked. In determining the strategy to recover the failed Train and clear the blockage from the Network, consideration may also be given to:

- a reduction of loading;
- continuing at a reduced speed;
- arranging an alternative locomotive and continuing;
- amalgamating Trains.

TPI may request another Operator to provide assistance to facilitate clearance of the blockage. The Operator will not unreasonably withhold its consent.

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 TPI within the earliest possible time so as not to impede the operation of the Network.

4.3 Train activities following an incident or an emergency

Following a major delay which has impacted the passage of Services on the Network, then, subject to each Operator's Service Entitlement, TPI will ensure that trains resume service in the order that they were scheduled to run prior to the event causing the delay, if practical.

4.4 Management of issues affecting daily operations

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

- a) TPI's Network Rules (provided with the Access Agreement); and
- b) the relevant Access Agreement.

TPI will maintain the Network (but only in so far as the Network is relevant to the Operator's Train Paths) in accordance with its obligations under Access Agreements.

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

4.5 Disputes

Any disputes arising in relation to any aspect of these guidelines will be managed in accordance with the Access Agreement.

A Definitions

Access	means the non-exclusive utilisation of a specified section of Network for the purposes of operating Services.
Access Agreement	means an agreement entered into by an Operator and TPI governing access for the Operator to run Services on the Network.
Act	means the <i>Railways (Access) Act 1998</i> .
Ad hoc Services	means any Train Service: <ul style="list-style-type: none"> a) additional to the number of Services permitted under an existing Access Agreement, but otherwise consistent with the Service Entitlement and Rollingstock Configuration authorised pursuant to that existing Access Agreement; or b) varying from the Service Entitlement specified in an existing Access Agreement, but agreed to by TPI.
Capacity	means the capability of a specified section of Network to accommodate Services within a specified time period after providing for TPI's reasonable requirements for the exclusive utilisation of that specified section of Network for the purposes of performing activities associated with the repair or enhancement of the Network, including the operation of work Trains.
Code	means the <i>Railways (Access) Code 2000</i> established under the Act.
Contested Train Path	means a Train Path in respect of which more than one Operator has expressed an interest in operating a Train Service in the week in question.
Cyclic Traffic	means a 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 time(s) 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, e.g. cancellation or deferral of services.

Emergency Possession is not reflected in the Master Train Plan and is required to rectify a serious fault with the Network that is considered dangerous to either Operators and/or TPI employees, or where severe speed restrictions have been imposed, affecting the scheduled Services of Operators.

FMG

Fortescue Metals Group Ltd

Force Majeure

means any circumstance 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

means all instructions and directions, issued by TPI from time to time which:

(a) ensure, facilitate or encourage the proper, efficient, safe and lawful:

(i) use of and access to the Network by all Network users, and

(ii) management of the Network by TPI;

(b) are consistent with the Train Management Guidelines; 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 TPI (as set out in paragraphs (a) and (b) of this definition of "Instructions") in issuing the instruction or direction;

but does not include instructions and directions which:

(d) derogate from the Train Paths;

e) prevent the Operator from running a Service of the nature of the Services contemplated at the Commencement Date or as agreed between the parties from time to time; or

(f) are given for the purpose only of achieving TPI internal commercial objectives unrelated to the valid objectives of TPI as set out in paragraphs (a) and (b) of this definition of "Instructions";

unless the instructions or directions:

- (g) are Train Control Directions properly given;
- (h) relate to safety;
- (i) are given to implement or support the Train Management Guidelines;
- (j) are necessary to prevent or to minimise the effect of a material breach of an Access Agreement; or
- (k) are otherwise authorised by an Access Agreement.

Master Train Plan

means a document prepared and maintained by TPI that will register:

(a) the Service Entitlements of each Operator on the Network, including:

- for Timetabled Traffics, the Train Paths that are allocated to that traffic;
- for Cyclic Traffics, the number of Train Paths that will be allocated to that Operator per period 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.

Network

means the track and infrastructure controlled by TPI to which Access has or can be granted to an Operator to operate Services under an Access Agreement, including railway infrastructure at the Port.

Nominated Weekly Service

means, for Cyclic Traffic, the number of Services that an Operator has an entitlement to operate during any one week period under an Access Agreement, as specified in its Service Entitlement.

Operator	means the Operator or Operators which have access to the Network under an Access Agreement or have made an application for Access under Section 8 of the Code.
Planned Possession	means the temporary closure and/or occupation by TPI of part of the Network, for the purpose of carrying out infrastructure maintenance, enhancement, or other work on or in the proximity of the Network which may affect the safety of any person or property where such closure or occupation is entered into the MTP and adversely impacts upon the operation of Services.
Port	Fortescue Herb Elliot Port at Anderson Point, Port Hedland.
Rollingstock	means locomotives, carriages, wagons, rail cars, rail motors, light rail vehicles, light inspection vehicles, rail/road vehicles, trolleys and any other vehicle that operates on or uses the Network.
Rollingstock Configuration	means the description of the combination of Rollingstock comprising a Train including identification number and gross mass of individual items of Rollingstock and the order in which those Rollingstock items are placed in the Train.
Scheduled Train Path	means, for a Timetabled Traffic, the entitlement of an Operator under its Access Agreement, as identified in its Service Entitlement, to use a specified portion of the Network at the times and between the locations specified in the relevant Master Train Plan, so as to allow the passage of one Train.
Service	means a train run by the Operator using the Network by which the Operator provides railway freight services.
Service Entitlement	means an Operator's entitlement under an Access Agreement to operate a specified number and type of Services over the Network within a specified time

period and in accordance with these Train Management Guidelines for the purpose of either carrying a specified commodity or providing a specified transport service. A Service Entitlement may specify constraints or operational requirements to be observed by the Operator.

Timetabled Traffics	means a traffic, the Service Entitlement in respect of which, is defined in terms of a specified Train Path on a particular day and/or week.
TPI	means The Pilbara Infrastructure Pty Ltd
Train	means any configuration of Rollingstock operating as a unit on the Network.
Train Control	means the co-ordination and management of Services by TPI or its agents on the Network.
Train Controller	means a person or agent appointed by TPI to carry out the function of Train Control.
Train Control Directions	<p>means all Instructions issued by TPI 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:</p> <p>(a) are consistent with these Train Management Guidelines; and</p> <p>(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 TPI in issuing the Instruction.</p>
Train Manifest	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:

- (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:
 - (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 Requests

means railing requests for a nominated period of time submitted to TPI, by or on behalf of an Operator, to assist in the scheduling of Train Services.

Train Path

means an entitlement to operate a Service on the Network and has departure, transit and arrival times between the entry and exit points on the Network.

Weekly Train Plan

means the document prepared by TPI containing the:

- (a) Nominated Weekly Services for Cyclic Traffics, based on requests submitted by Operators against their Service Entitlement;
- (b) the Scheduled Train Paths allocated to Operators Timetabled Traffics; and
- (c) any Planned Possessions for that week.

B Decision-Making Matrix

The Train Controller will be responsible for the application of the Decision-Making Matrix. The Decision-Making Matrix will be used where two services run by different Operators are competing for priority in relation to a traffic management decision by Train Control. If the two Services are run by the same Operator, the Operator can determine the priority that is to apply, provided it does not interfere with the Train Paths allocated to another Operator.

In applying the matrix the meaning of "On Time", "Ahead" or "Late" is determined based on the scheduling of paths in the WTP:

- if a train enters the Network at its scheduled time and is travelling in accordance with the Train Path allocated to it, it is running "On Time";
- if a train has entered the network more than 10 minutes after its scheduled time or loses time en-route (due to either a failure by the Operator or the infrastructure) and is not expected to exit on time, it is "Late";
- if a train has entered the network more than 10 minutes before its scheduled time or gains time en-route and is expected to exit earlier than its scheduled time, it is "Early".

Figure 1 Traffic management matrix

			Train A Current Status			
			Train running 'on time'		Train running 'ahead'	Train running 'late'
			Train A Objective			
			On Time exit	1. On Time exit 2. Hold the gain	1. Lose no more time 2. Make up time	
Train B Current Status	Train running 'on time'	Train B Objective	On Time exit	Scheduled cross	A or B Rule 2	B Rule 3
	Train running 'ahead'		1. On Time exit 2. Hold the gain	A or B Rule 2	A or B Rule 2	B Rule 3
	Train running 'late'		1. Lose no more time 2. Make up time	A Rule 1	A Rule 1	A or B Rule 4

Rule 1: Train B may be given preference to Train A on the condition Train A will still meet its On Time objective. In the event that giving preference to Train B will cause Train A not to meet its On Time objective, then Train A is given preference.

Rule 2: Priority may be dictated to either service depending on instructions received by the Train Controller from the Port (acting to maximise the efficiency of the supply chain as a whole). In the absence of such a direction, both trains to meet their On Time objective.

Rule 3: Priority may be dictated to either service depending on instructions received by the Train Controller from the Port (acting to maximise the efficiency of the supply chain as a whole). In the absence of such a direction, Train A may be given preference on the condition that Train B will still meet its On Time objective. In the event that giving preference to Train A will cause Train B not to meet its On Time objective, then Train B is given preference.

Rule 4: Priority may be dictated to either service depending on instructions received by the Train Controller from the Port (acting to maximise the efficiency of the supply chain as a whole). In the absence of such a direction, priority given 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 Decision-Making Matrix is used as follows:

1. The Train Controller compares the current status or performance of both trains in terms of running On Time, Ahead or Late.
2. The decision is given to the train and Rule indicated at the point of intersection.