



Train Management Guidelines

The Pilbara Infrastructure Pty Ltd

Approved 22 February 2010


The Pilbara Infrastructure Pty Ltd

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TRAIN MANAGEMENT GUIDELINES

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Train Management Guidelines

1 Introduction

1.1 Background

The Pilbara Infrastructure Pty Ltd (TPI) owns and operates a rail network from Cloudbreak to Port Hedland in the Pilbara region in Western Australia. TPI is majority owned and controlled by Fortescue Metals Group (FMG).

The rail network falls under 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
- that performance as it relates to requirements imposed on the railway owner by or under the *Railways (Access) Act 1998* (the Act) or the Code.

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 to any Operator using TPI's Railway Network are fulfilled;
- maximise the efficient utilisation of TPI's Railway Network;
- ensure that all Services are operated on the Network in a non-discriminatory way; and
- provide for the safe and reliable use of TPI's Railway Network.

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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.

TPI acknowledges the requirements for the provisions of the TMG to adhere to the requirements set out under section 16 of the Code.

1.3 Pre-conditions

The TMG will apply to all Operators with whom TPI has an Access Agreement under the Code (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:

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- (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 within a particular period of time in accordance with the Operator's Service Entitlement;
- b) the Capacity required to provide each Operator's Service Entitlements;
- c) the periods of time allocated for Planned Possessions; and
- d) general train operating arrangements for the Network, other than as required to be provided to Operators under the TMG or the Code, relevant to each Operator's allocated train paths.

The MTP may be modified under the following circumstances:

- e) 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 Traffic), 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;
- f) 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;
- g) TPI permanently deletes a Planned Possession;
- h) TPI creates a new Planned Possession or modifies an existing Planned Possession;
- i) TPI wishes to modify the times at which a Service or Services will run:

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- (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.

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

2.2 Three Monthly and Fortnightly Train Plans

2.2.1 Three Monthly Train Plan

TPI will prepare a preliminary Three Monthly Train Plan to foreshadow likely Train Paths for Cyclic Traffic. Each Operator shall submit to TPI, 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 Operator's Service Entitlements and include preferred Train Paths. TPI 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 Network.

Where TPI is unable to accommodate the preferred Train Paths in the Three Monthly Train Plan, it shall advise the Operator of alternative Train Paths and provide a reasonable opportunity for consultation with Operators.


TPI is not bound by any Train Paths shown in the Three Monthly Train Plan.

2.2.2 Fortnightly Train Plan

To enable the real time management of Services, TPI will prepare a Fortnightly Train Plan (FTP) The primary purpose of the FTP 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 TPI, each Operator of Cyclic Traffic will need to submit its Train Requests to TPI before an advised time on an advised day of each fortnight preceding the fortnight of train operation. Train

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Requests are not to be submitted for Train Paths that are already allocated to Timetabled Traffic, as shown in the Master Train Plan.

The FTP will be prepared based on:

- a) Train Paths already specified for Timetabled Traffic (Scheduled Train Paths);
- b) Train Requests submitted by Operators of Cyclic Traffic, relative to their Service Entitlement (once allocated, entitled Nominated Fortnightly 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 FTP has been prepared, TPI will confirm the schedule of Services for each Operator in relation to their Service Entitlement.

Subsequent modifications to the FTP 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 FTP:

- d) 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;
- e) 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;
- f) TPI cancels a Planned Possession;
- g) TPI creates a new Planned Possession or modifies an existing Planned Possession;

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- h) 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;
- i) before the commencement of the relevant Service/s, TPI notifies the Operator that an Emergency Possession is required.

2.3 Contested Train Path

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

- a) 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);
- b) 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. TPI 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 (b);

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c) if agreement cannot be reached, TPI will give consideration to the number of Services per fortnight 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;

d) where the above considerations do not resolve the allocation of a Contested Train Path, TPI will unilaterally determine which Service is allocated the path. In deciding which Service is allocated the path, TPI will have regard to the objectives of these Guidelines, as per section 1.2 of this document, with efficient utilisation of the Network as a priority. TPI will maintain a record of that decision and the reasoning behind it. TPI will treat all Operators fairly in allocating Contested Train Paths.

Whenever TPI 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.

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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.

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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 use its best endeavours to accommodate a service which is running early or which is presented at the point of entry to the Network more than 15 minutes early by providing a train path for that service at TPI's first available opportunity in accordance with the general principles of train management in the Decision Making Matrix. In allocating priorities to Services, reference may be made to the Decision-Making Matrix (refer Appendix B).

TPI will use its best 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.

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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 use its best endeavours to accommodate a service which is running late or which is presented at the first point of entry to the Network late by providing a train path for that service at TPI's first available opportunity in accordance with the general principles of train management in the Decision Making Matrix.

TPI will use its best 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:

- c) safety considerations;
- d) all other Service Entitlements being satisfied;
- e) matters beyond the reasonable control of TPI, which affect its ability to provide the Train Path;
- f) emergencies affecting the Services;
- g) 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);

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- (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:

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- h) use its best endeavours to minimise disruption to the Operator's Services as well as any other Operator's Services;
- i) use its best endeavours to give the Operator reasonable notice in order for it to be able to comply with the Instruction;
- j) 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;
- k) 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; and
- l) where a variation to a Train Path is to be temporary, the duration of the temporary Train Path will be consistent with the duration of the Instruction issued.


In receiving such Instructions the Operator will:

- m) comply with all Instructions and immediately inform all relevant train crew of the Instructions and any subsequent modifications to them;
- n) if the Instruction is a Train Control Direction, comply with this Instruction immediately;
- o) 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;
- p) in complying with Instructions, use its best endeavours to minimise disruption to any other Operator on the Network.

Unless the Train Control Centre gives an instruction that is a Train Control Direction, the Operator need only comply with an Instruction if it was given a reasonable time before the required time for compliance. Where an Instruction is unreasonable or impractical, for operating and cost reasons, the Operator may decline to run the service without penalty to its Service Level Performance Record.

TPI is not responsible for any delay suffered or cost incurred by the Operator in complying with a proper Instruction and the Operator releases TPI from any

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claim arising from such compliance. The Operator is not responsible for any delay suffered or cost incurred by TPI in the Operator complying with a proper Instruction of TPI and TPI releases the Operator from any such 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, including undertaking such works for reasons related to safety, 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) at all times consult with all Operators whose Train Paths may be affected by a possession of the Network; and
- c) use its best 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:

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

TPI acknowledges that Section 34A of the Railways (Access) Act 1998 provides the ERA with powers should it believe that TPI's conduct would be construed as hindering or preventing an Operator's access to TPI's Railway Network.

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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) it will give a minimum of two weeks notice to affected Operators;
or
 - (ii) if TPI is unlikely to be able to satisfy all Service Entitlements in the relevant fortnight, 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 at least six months notice or at least three months notice subject to reaching agreement with all affected Operators to this reduced notice period. 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. TPI will provide its network possession notices related to these works to affected Operators and also to all other Operators on the same date;

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- 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.
- g) Any notice given under this policy will describe:
- (i) the extent and nature of the works;
 - (ii) the potential effect on Train Paths; and
 - (iii) what alternative arrangements are proposed.

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:


- (a) the nature of the incident;
- (b) the likely effect on Train Paths (and the possible duration of that effect); and
- (c) 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, in consultation with the Operator of the failed train, to:

- (a) a reduction of loading;
- (b) continuing at a reduced speed;
- (c) arranging an alternative locomotive and continuing; or
- (d) amalgamating Trains.

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Operators, other than the Operator whose train has failed, must provide reasonable assistance to TPI when necessary to facilitate the clearing of a blockage of the Network caused by a failed train.

An operator is not required to provide assistance if it will incur cost 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.

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, subject to consultation with Operators as to their positions and needs including factors such as crewing arrangements, sensitive freight and shipping or production requirements.

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) to the highest level consistent with its obligations under Access Agreements or the requirements on TPI under the Rail Safety Act 1998.

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.

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4.5 Disputes

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. Those circumstances are set out in Section 25(2) of the Code.

Once an Access Agreement has been entered into disputes will be resolved by a three-stage process as follows:

- (a) firstly, negotiation of the dispute between the parties with a 7 day time limit and using reasonable endeavours;
- (b) secondly, by mediation between the equivalent Chief Executive Officers and after 14 days if no agreement is reached by expert mediation; and
- (c) thirdly, by arbitration in accordance with the Commercial Arbitration Act 1985.

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.


4.6 Performance Monitoring (KPI's)

No later than 90 days after the commencement of an Access Agreement, the parties will meet for the purpose of identifying and agreeing on the means of measuring the performance of each party under the agreement. The agreed means are referred to as Key Performance Indicators.

When agreed, the Key Performance Indicators must be set out in writing signed by both parties. The parties will also agree in writing:

- (a) the manner in which, and the frequency with which, the Key Performance Indicators are to be monitored and recorded;
- (b) the consequences in relation to rights and obligations under the Access Agreement or otherwise of not meeting or of exceeding Key Performance Indicators; and
- (c) any other relevant arrangements relating to the use of Key Performance Indicators in connection with the Access Agreement.

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When recorded in writing and signed by the parties the agreed arrangements relating to Key Performance Indicators will constitute part of an Access Agreement. The parties may in writing signed by each of them vary the terms of the Key Performance Indicators. The Key Performance Indicators are relevant to both parties and must be complied with during the access agreement unless a shorter period is specified. TPI and the Operator will monitor the appropriateness of the Key Performance Indicators.

The parties must meet when agreed but not less than quarterly for the purpose of discussing and determining actual performance against the Key Performance Indicators. The parties will jointly determine the appropriateness of the Key Performance Indicators for the purpose of reward or penalty.

4.7 Protocols for Consultation with Operators

In the event of TPI becoming aware of a Network failure or potential deviation from the Train Path, whereby the predicted exit time from the Network will be at variance to the scheduled exit time, the Operator will be advised, at the earliest possible time, of the magnitude of the variance and revised time of exit from the Network.

The timing of this advice will be as agreed between the Operators and TPI, and should at least take into account the magnitude of the deviation from schedule and the duration of the remaining journey on the Network.


In the event of the Operator becoming aware of a Network failure or potential deviation from schedule, the Operator shall advise TPI at the earliest possible time of the event and the magnitude of the deviation.

To facilitate the above communications process, the Operator and TPI shall provide for a 24 hour communications link unless otherwise agreed.

4.8 Consistency between Access Agreements and the TMG

TPI will ensure where possible, that those sections of an Access Agreement which relate to requirements set out in this document are referenced to the relevant clauses in this document to ensure consistency is maintained between the Access Agreement and this document.

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4.9 Compliance and Review

TPI agrees to a review by the ERA, through a public consultation process, two years after the date when all the regulatory instruments required under the Act and the Code for TPI's railway have been approved by the ERA. It is expected that the review will commence on 1 October 2012 and that TPI will provide the ERA with its proposed revised TMG at this date.

Stakeholders have the ability to express any concern to the ERA which may arise at any time and the ERA will investigate such claims.

The ERA has the power under the Code to amend the TMG at any time and Access Seekers and Operators can at any time request the ERA to consider amendments.

TPI agrees to the monitoring by the ERA of its compliance with the TMG through an audit of TPI's obligations under its TMG conducted every two years. This audit will be carried out by an Independent Auditor approved by the ERA, with TPI managing and funding the audit. The scope of the audit will be determined by the ERA. It is expected that the first audit will commence at the end of the 2011-12 financial year.

The final audit report will be provided to the ERA. The ERA will publish this report on its web site (excluding confidential information).

The ERA can also commission special audits at any time on any TMG issue where additional assurance is required.


5 Control and Management of Access to the Network

5.1 Network Management

5.1.1 Control of the Network

Control of the Network and management of access to the Network, subject to the Act and Code, remains at all times with TPI.

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5.1.2 TPI's Warranty of Entitlement to Grant Access

TPI warrants that it is entitled to grant to the Operator the rights of access to the Network as specified in an Access Agreement.

5.1.3 Network Access Provider's Obligations

TPI will at all times during the term of an Access Agreement:


- (a) undertake the function of Train Control over the Network;
- (b) comply with the Train Management Guidelines;
- (c) safely and efficiently operate the Network so that any permitted use of the Network by the Operator is facilitated promptly and effectively in accordance with the Access Agreement;
- (d) make the Network available to enable the Operator to use the Train Paths granted by TPI on agreed terms;
- (e) maintain and operate the Train Control Centre and a communication system for the purpose of communication with the Operator and other users of the Network, and to facilitate the Operator's access to that communication system;
- (f) use its reasonable endeavours to provide the Operator with details, as soon as reasonably practicable, of all operating incidents which have affected or could potentially affect the ability of any Train to retain its Train Path, or else affect its security or safety or the security and safety of the freight or personnel; and
- (g) comply with all applicable Acts of the Commonwealth and State Parliaments, subordinate legislation, municipal by-laws and other laws in any way applicable to TPI's management and control of the Network.

5.1.4 Operators Warranty in Relation to Rolling Stock Standards

The Operator will warrant at all times during an Access Agreement that:

- (a) each Train operated by the Operator on the Network is at all times in a good and safe operational condition; and

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- (b) all of the equipment used by the Operator on or in connection with the Network is maintained to a sufficient standard of safety and to a sufficient level of operational efficiency but in any case to standards at least as high as those set out in all relevant volumes as amended or superseded from time to time of:
- (i) the “Railways of Australia Manual of Engineering Standards and Practices”;
 - (ii) the draft code of practice on Rolling Stock issued or published by the Australasian Railways Association; or
 - (iii) if that draft code of practice on Rolling Stock is subsequently endorsed by the Commonwealth of Australia (including, without limitation, any of its governmental departments or authorities) for national implementation on the Network, then such code of practice once it is so endorsed.

5.1.5 Operators Warranty in Relation to Train Crew

The Operator will warrant at the Commencement Date and at all times during an access term that each Train operated by the Operator on the Network will be operated by a Train Crew consisting of a person or persons who:


- (a) are qualified under TPI’s Network Rules and have an appropriate track access permit in accordance with the TPI’s Network Rules; and
- (b) have knowledge of the route over which the Train Crew will operate the Train in accordance with the Operator’s Procedures; and
- (c) be qualified in the operation of the Rolling Stock used to operate the Train in accordance with the Operator’s Procedures.

5.1.6 Operator’s Obligations

The Operator must at all times:


- (a) use its best endeavours to ensure that its use of the Network complies with the Train Paths applicable to each Service;
- (b) comply with all TPI’s Train Control Directions immediately;
- (c) conduct itself in accordance with Instructions issued;

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- (d) if it becomes aware that material non-compliance by a Service with the applicable Train Path (or any other Train Path which is provided) has occurred or is a reasonable possibility, notify the Train Control Centre immediately;
- (e) ensure that its use of the Network is carried out in such a way as to minimise obstruction of the Network and so that use of the Network by any other user authorised by TPI is not prevented or delayed (other than through use of the Network in accordance with the TMG or any Access Agreement or through proper compliance with an Instruction validly given);
- (f) comply with all applicable Acts of the Commonwealth and State Parliaments, subordinate legislation, municipal by-laws and other laws in any way applicable to operation of the Services or its use of the Network;
- (g) not materially change, alter, repair, deface, damage or otherwise affect any part of the Network;
- (h) provide and maintain communications equipment which is compatible with the equipment used in the Train Control Centre and use such equipment to communicate with the Train Control Centre. If TPI proposes to change communications equipment in the Train Control Centre and the proposal will result in the Operator having to replace or upgrade its communications equipment, TPI will give reasonable notice to and consult with, the Operator and the Operator will replace or upgrade the communications equipment to be compatible with the equipment used in the Train Control Centre;
- (i) provide to TPI any information related to the operation of the Services (excluding commercial information) as TPI reasonably requires to enable it to properly perform its functions and discharge its obligations to the Operator, other Operators, its owner and the public;
- (j) provide to TPI a Train Manifest in a format acceptable to TPI, where the Service is consistent with the Operator's Access Agreement, for each Service not less than 15 minutes prior to that Service commencing use of the Network and provide written notice of any detail of the Train Manifest which changes during the course of the operation of the Service over the Network;

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- (k) inform TPI as soon as reasonably practicable of any cancellation or intended cancellation by the Operator of any Service; and
- (l) provide reasonable assistance to TPI when necessary to facilitate the clearing of a blockage of the Network caused by a failed train. An operator is not required to provide assistance if it will incur cost and risk unless agreement is reached on how the costs and risks will be shared.

5.2 Environmental and Dangerous Goods

Each party must comply with all environmental laws and with their respective environmental policies (in so far as they comply with the law), including all applicable laws and lawful policies dealing with dangerous goods

5.2.1 Notification of Carriage of Certain Materials

The Operator must include in all Train Manifests such detail in relation to the identification of dangerous goods as is required by the Dangerous Goods Code and as is otherwise reasonably required by TPI (on terms not inconsistent with the Dangerous Goods Code).

5.2.2 Notification of Incident involving Dangerous Goods


The Operator will provide to TPI details, at the earliest practicable time after the Operator becomes aware, of all incidents (including non-compliance with relevant codes, regulations, bylaws or other statutory provisions) involving dangerous goods including but not limited to any spillage, leakage or container or package damage associated with the movement of any Train on the Network.

5.2.3 Notification of Environmental Condition

Where:

- (a) TPI becomes aware that, as a result of the activities of the Operator under this Agreement, an Environmental Condition exists or has occurred and TPI reasonably considers that action or intervention is required to prevent, mitigate or remedy that Environmental Condition; or
- (b) TPI is given a direction by a competent authority that some action or intervention is required to prevent, mitigate or remedy an Environmental


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Condition resulting from the activities of the Operator under this Agreement;

then TPI must inform the Operator of the relevant requirements and, where practicable, any steps which TPI reasonably considers will be necessary to prevent, mitigate or remedy the situation, and the Operator must immediately, or as soon as reasonably practicable after receiving such notice, implement such requirements and steps and any other necessary action so that the Environmental Condition is no longer present or the Environmental Damage is rectified.

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6 Appendix A Definitions

Access

means:

- the use of TPI's Railway Network; and
- where applicable, includes the exercise of other rights of the kind described in section 3A(1) of the Act.

Access Agreement

means an agreement in writing under the Code between TPI and an entity for Access by the entity.

Act

means the *Railways (Access) Act 1998*.


Capacity

in relation to any Route Section of TPI's Railway Network, means the number of Rail Operations that can be accommodated on that Route Section during a particular time after providing for TPI's reasonable requirements for the exclusive utilisation of that Route Section for the purposes of performing activities associated with the repair or enhancement of TPI's Railway Network, pursuant to the requirements of section 4 of the Train Management Guidelines, and having regard to:

- the characteristics of the Route Section;
- the length of the rolling stock comprising a train that can be operated on the Route Section, and the speed at which it can be operated;
- the requirements of the railway owner's safety standards under section 9 of the *Rail Safety Act 1998*; or any written law;

and

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- the technical requirements for the relevant rolling stock.

Code means the *Railways (Access) Code 2000* 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 fortnight 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 means a Possession that 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

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been imposed, affecting the scheduled Services of Operators. An Emergency Possession is not reflected in the Master Train Plan.

Environmental Condition

means any Environmental Damage or any event circumstance, condition, operation or activity which it is reasonably foreseeable is likely to result in Environmental Damage and which in TPI's reasonable opinion could result in TPI or any other person incurring any material liability or being subjected to a direction of any competent authority.

Environmental Damage

means any material injury or damage to persons, living organisms or property or any pollution or impairment of the environment resulting from the discharge, emission, escape or migration of any substance, energy, noise or vibration.

FMG

means 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.

Fortnightly Train Plan

means the document prepared by TPI containing the:

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

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

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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.

Manager Train Control and Scheduling

means a person or agent appointed by TPI that has primary responsibility for preparation and management of the Master Train Plan and Fortnightly Train Plan, to manage compliance with the Train Management Guidelines and the function of Train Control.

Master Train Plan

means a document prepared and maintained by TPI that provides the basis for preparation of the Fortnightly Train Plan and will register:


(a) the Service Entitlements of each Operator on TPI’s Railway Network, including:

(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 fortnight in accordance with the Operator’s Service Entitlement;

(b) the Capacity required to provide each Operator’s Service Entitlements; and

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(c) the periods of time allocated for Planned Possessions.

Network means TPI's Railway Network.

Network Rules means TPI's rules issued in accordance with TPI's Safety Management Plan approved under Section 10 of the Rail Safety Act 1998 together with any amendments, deletions or additions made in accordance with the Safety Management Plan and all policies and notices issued by TPI for the purpose of ensuring the safe use of the Network.

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


Operator means an entity to which Access is provided under an Access Agreement.

Operators Procedure's means the rules and practices used by an Operator for the operation and utilisation of the Rolling Stock in accordance with their accreditation under the Rail Safety Act 1998.

Possession means the closure and/or occupation by TPI of part or all 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 and adversely impacts upon the operation of Services.

Planned Possession means the temporary closure and/or occupation by TPI of part of TPI's Railway Network, for the purpose of carrying out infrastructure maintenance, enhancement, or other work on or in the proximity of TPI's Railway Network which may affect the safety of any person or property where such closure or occupation is entered into the Master Train Plan and adversely impacts upon the operation of Services.

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Rollingstock means any vehicle, whether self-propelled or not, that operates on or uses TPI's Railway.

Route Section means the sections of the railways network into which the network is divided for management and costing purposes.


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 Cyclic Traffic or Timetabled Traffic services in accordance with TPI's 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 Agreement, and will be defined in terms of arrival and departure times in accordance with the Fortnightly Train 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 Fortnightly Train Plan. A Service Entitlement may specify constraints or operational requirements to be observed by the Operator.

Service Level Performance Record means a record, maintained by TPI, of an Operator's performance in meeting its allocated Train Paths in the Fortnightly Train Plan.

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Timetabled Traffic means a 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:

- (a) the agreed threshold for on-time running of the Train Services;
- (b) regularity of timetable reviews and the applicable review process; and
- (c) allowable modifications of timetable, e.g. cancellation or deferral of Services.

TMG means Train Management Guidelines

TPI means The Pilbara Infrastructure Pty Ltd

TPI's Railway Network means the railway constructed pursuant to the Railway and Port (The Pilbara Infrastructure Pty Ltd) Agreement Act 2004 excluding infrastructure which is not covered under the definition in Section 3 of the Railways (Access) Act 1998..

Train means any configuration of Rollingstock operating as a unit on the Network.


Train Control means the control of trains by TPI or its agents on the Network.

Train Control Centre means the TPI Train Control Centre located in Rivervale, Perth.

Train Controller means a person or agent appointed by TPI to carry out the function of Train Control.

Train Control Directions 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

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movement, deployment or placement of Trains, but only to the extent such Instructions:

(a) are consistent with these Train Management Guidelines; and

(b) are reasonably made with a view to minimising the disruption to the Operator in a manner which is reasonable in the circumstances and taking into account the valid objectives of TPI in issuing the Instruction.

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

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(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.

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7 Appendix 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 FTP:

- (a) 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”;
- (b) 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”;
- (c) 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”.

The Manager, Train Control and Scheduling is responsible for compliance with the TMG and training will be provided to Train Controllers in the application of the matrix

Where there is some constraint that means the matrix would not allow the overall on-time objective for all trains to be met, the Train Controller will refer the issue to the Manager, Train Control and Scheduling who will decide the course of action to be taken, taking into account the need to treat all operators fairly; the safe operation of the railway; and the on-time running objective of all trains.

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General Principles for Train Management

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| All | To ensure operational safety is maintained through compliance with safe working rules, regulations and procedures. |
| TPI | <p>To ensure the integrity of the track and other infrastructure so that the train plan can be met.</p> <p>To manage the Network based on agreed entry/exit times.</p> |
| Operators | To ensure operating integrity, including train crewing, locomotives, wagons and loading so that the train plan can be met. |


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' | 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: Both trains to meet their On Time objective.

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Rule 3: 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 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 Traffic Management Matrix is used as follows:

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

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