



**Public Transport
Authority**



Public Transport Authority Third Party Rail Access Train Management Guidelines

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CONTENTS

1.	Introduction.....	4
1.1.	Roles and Responsibilities	4
1.2.	Purpose and Scope	4
2.	Associated Reference Documentation	5
3.	Priority of Urban Rail Public Transport Services.....	6
4.	Prerequisites	7
5.	Principles of Train Management	8
5.1.	General Principles	8
5.2.	Infrastructure Issues	9
5.2.1.	Access Holder and the PTA consultation protocols.....	9
5.2.2.	Possession management.....	9
5.2.3.	Management of Emergencies	10
5.3.	Operational Issues	10
5.3.1.	Management of daily issues related to Train operations	10
5.3.2.	Use of the Network in accordance with Train Paths	10
5.3.3.	Network Blockage.....	12
5.3.4.	Access Holder's Recovery Plan	13
5.3.5.	Management of Emergencies and Incidents	13
5.4.	Operations conflict resolution procedures and protocol.....	13
5.4.1.	Real-time allocation of Train Paths	13
5.4.2.	Resolution of Train Path Priority in the event of conflict	13
6.	Disputes	16
7.	Review	17
8.	Definitions	18

1 Introduction

The following Train Management Guidelines (TMG) will be applied by the Public Transport Authority of Western Australia (PTA) in its performance of functions related to requirements imposed on PTA under the *Railways (Access) Act 1998* (the Act) and the Railways (Access) Code 2000 (the Code). The Act requires nominated parts of the rail Network managed by the PTA to be made available for access by third party rail operators.

1.1. Roles and Responsibilities

The PTA is responsible for the development, management, maintenance and control of the urban rail Network that has been made available for access by third party rail operators under the Act and in accordance with the Code (as relevant). Schedule 1 of the Code lists the sections of the PTA Network covered by the Code.

The PTA is also responsible for the provision of public transport services, including urban passenger rail services. The PTA has established a separate division – Transperth Train Operations (TTO) – that has responsibility for the provision of urban passenger rail services, including all operational activities associated with the provision of those services. TTO is a physically and functionally separate division within the PTA.

For reasons of efficiency and safety, TTO carries out the Train Control function within the PTA, which is also subject to the PTA's Segregation Arrangements. TTO must carry out this function using the policies and procedures determined by the PTA, including these TMG. While TTO must implement and comply with the TMG, it is not responsible for their development, maintenance or the oversight of compliance.

1.2. Purpose and Scope

Section 43(3) of the Code requires each Railway Owner to prepare and submit to the Regulator for approval a statement of the principles, rules and practices (the Train Management Guidelines) that are to be applied and followed by the Railway Owner in the performance of the functions in relation to a part of the railway Network and associated infrastructure to which the Code applies (but only so far as this performance relates to requirements imposed by or under the Act or Code). These TMG are submitted in accordance with that requirement.

These TMG are a statement of principles, rules and practices that apply to the real-time management of Services operating under Access Agreements between Access Holders and the PTA. The purpose of these TMG is to establish a common understanding between Access Holders and the PTA of the obligations required from both parties to ensure that the management of Services is undertaken in the mutual interest of all users of the PTA Network.

2. Associated Reference Documentation

These TMG must be read in conjunction with the following associated reference documents, all of which are publicly available and may be obtained from the PTA or the Regulator's website:

- PTA Network Rules (Safeworking Rules and Procedures);
- PTA Rail Infrastructure Codes of Practice and Procedures;
- PTA's Train Path Allocation Policy (9502-000-006);
- PTA Working Timetables;
- PTA Emergency Management Manual;
- Rail Safety National Law Application Act 2024 and Rail Safety National Law (WA);
- Rail Safety National Law (WA) (Alcohol and Drug Testing) Regulations 2024;
- Railways (Access) Act 1998 (WA);
- Railways (Access) Code 2000;
- The Australian Code for Transport of Dangerous Goods by Rail and Road;
- Dangerous Goods Safety Act 2004 (WA); and
- Dangerous Goods Safety (General) Regulations 2007 (WA).

The PTA is aware of and undertakes to comply with the requirements of all the above referenced and associated documents. All Access Holders seeking to run Trains on the PTA Network must also be aware of and undertake to comply with the requirements of the above referenced and associated documents.

3. Priority of Urban Rail Public Transport Services

The primary purpose of the PTA urban rail Network is to provide a safe, reliable and efficient rail-based public transport service within metropolitan Perth.

Certain performance standards for the provision of that public transport service are required by Government, which funds the urban rail Network and the public transport service. The PTA currently operates a rail-based public transport service to a schedule based on an on-time running target that reflects the needs and expectations of Government and users.¹ It also uses safe systems such as Automatic Train Protection.

The operational demands of urban passenger services, and consequent capacity constraints on the Network, are at their highest in Peak Periods. For this reason, Train Paths are not available for allocation to Access Seekers for freight services that would allow or require Services to operate on the Network in Peak Periods. More generally, these operational demands influence the way in which the PTA manages Services, as outlined in these TMG.

The State rail access regime requires that Access Seekers be permitted to negotiate agreements to use the PTA Network and the PTA is committed to facilitating such use.

The safe and reliable operation of the rail-based urban public transport service is paramount and must not be compromised as a result of the presence of other Access Holders on the Network. This principle underlies the PTA's approach to Train management.

¹ Refer: <https://www.transperth.wa.gov.au/About/Surveys-Statistics>

4. Prerequisites

The following essential criteria must be met before a Service will be permitted to operate on the Network:

Table 1: Mandatory prerequisites

Term	Essential Criteria
The Access Holder	• Holds an appropriate current accreditation under the Rail Safety National Law (WA). • Has fulfilled all the terms and conditions in its Access Agreement, including, but not limited to, those related to insurance and current driver accreditation.
Rollingstock	Meets the PTA's specifications for operation on the Network, including but not limited to: • Compliance with the clearance envelope (kinematic envelope). • Requirement to ensure passenger car windows cannot be opened by passengers on some lines because of limited side clearances. • Requirement that toilet waste is kept within the Train and not permitted to be released on to the track.

Certain Train Paths may be available only to Trains fitted with Automatic Train Protection devices.

The Access Holder, in accordance with the Access Agreement, must provide the PTA with the information required for a Train Manifest. When these conditions are satisfied, the Service will be admitted to the Network and managed in accordance with these TMG.

5. Principles of Train Management

Set out below are the principles, rules and practices of normal Train management. These include the principles to be applied in circumstances where Services become interrupted due to matters which occur outside of the control of the PTA, necessitating a need to resolve the competing interests of users of the Network.

The PTA has duties under the Code in managing Train Control, to impose any necessary requirements in relation to operating standards and to not unfairly discriminate between:

- the proposed rail operations of an Access Seeker and the railway operations of another Access Seeker (section (16(1)(b)));
- the proposed rail operations of an Access Seeker and the PTA's own railway operations (section 16(2)).

The principles, including any amendments, will be applied in a non-discriminatory manner between all users of the Network in order to maintain, as near as possible, the order of priority of Train Paths.

5.1. General Principles

It is the responsibility of the PTA to provide a safe and fit for purpose Network, in accordance with its accreditation requirements under the *Rail Safety National Law (WA)* and in accordance with the requirements of the associated reference documents listed in section 2 of these TMG. It is the responsibility of the PTA to provide the appropriate access and running rights to allow the Access Holder to conduct business and manage the Network at the agreed entry/exit times. This includes the provision of suitably trained and experienced Network Control Officers (NCOs).

It is the responsibility of the Access Holder to manage and carry out its Train running operations in accordance with the appropriate rules and relevant procedures as specified in the associated reference documents listed in section 2 of these TMG and obligations under the Access Agreement, as well as utilise its rollingstock in accordance with its accreditation requirements under the *Rail Safety National Law (WA)*.

The Access Holder must ensure operating integrity, including crewing of Trains with experienced and trained crew, and provision of locomotives, railcars and other rollingstock that meets PTA's specifications and is loaded, in order for Train schedules to be met, consistent with the requirements of its accreditation and Access Agreement.

It is the responsibility of both the PTA and the Access Holder to ensure that operational safety is maintained through compliance with the PTA's Network Rules. The PTA and the Access Holder are required at all times to comply with:

- all applicable safety standards and laws dealing with safety;
- the requirements contained in the associated reference documents listed in section 2 of these TMG;
- all other applicable statutes and regulations; and
- the terms and conditions set out in the Access Agreement governing the Access Holder's access to the Network.

5.2. Infrastructure Issues

5.2.1. Access Holder and the PTA consultation protocols

The Access Holder and the PTA will comply with the consultation protocols agreed in the Access Agreement.

If either the PTA or the Access Holder becomes aware of an infrastructure failure or disruption on a related rail network or potential deviation from a Scheduled Train Path, such that a Train will not arrive at the destination at the scheduled time or at the scheduled exit time from the Network, that party must advise the other as soon as reasonably practicable of the magnitude of the variance and the revised time of arrival or exit from the Network.

In order to fulfil the above consultation process, unless otherwise agreed, the Access Holder and the PTA will establish a 24 hour communications link within the context of the Access Agreement.

5.2.2. Possession management

The PTA may take Possession of any part of the Network, at any time.

In doing so, if it is reasonably likely to materially effect Scheduled Train Paths, and the Possession is required other than because of emergencies related to safety or natural events, the PTA will, prior to taking Possession:

- provide notification of the possession to the Access Seeker as soon as reasonably practicable, in accordance with the current train management guidelines
- take all reasonable steps to minimise disruptions to Scheduled Train Paths; and
- use best endeavours to provide an alternative Scheduled Train Path,

but the PTA need not obtain the Access Holder's consent to such Possession of the Network.

The PTA will consult with Access Holders affected by the proposed Possession of the Network and provide a time profile of the Possession and the estimated length of any disruption to access. If circumstances change and the time profile or estimated length of disruption which has been provided is affected, the PTA will provide a revised time profile or estimate to Access Holders.

The PTA will notify Access Holders when Possession of the Network is required for emergency or Force Majeure events, but is not obliged to give prior notice to the Access Holder before taking Possession.

The PTA recognises its responsibilities to treat all Access Holders fairly in the management of Possessions and acknowledges the Regulator's powers if the Regulator believes the PTA's conduct could be construed as hindering or preventing access in breach of section 34A of the Act.

The policy that the PTA will apply to Possession management is as follows:

- if Possession can occur without affecting use of Scheduled Train Paths, no notice is required;
- if the PTA has to take Possession because of emergencies related to safety or natural events such as fire or flood, the PTA will notify affected Access Holders as soon as practicable of:
 - the circumstances,
 - the likely impact on Scheduled Train Paths, and

- the likely duration of the Possession;
- if the PTA requires Possession other than because of emergencies related to safety or natural events:
 - and the Possession will affect Scheduled Train Paths for a continuous period of less than 6 hours, it will give 2 Business Days' prior notice;
 - and the Possession will affect Scheduled Train Paths for a continuous period of 6 hours but less than 48 hours, it will provide a minimum of 10 Business Days' prior notice and will consult with any affected the Access Holder in relation to temporary adjustments or changes to Scheduled Train Paths to facilitate the Possession; and
 - and the Possession will affect Scheduled Train Paths for a continuous period of 48 hours or more, the PTA will give at least 6 months prior notice of the work. The PTA will also commence consultation with any affected Access Holder from the date of the notice for alternative arrangements.

Any notice given under this section will describe:

- the extent and nature of the works;
- the potential effect on Scheduled Train Paths; and
- what alternative arrangements are proposed.

5.2.3. Management of Emergencies

In the event of an emergency which requires the PTA to close all or part of the Network, the PTA will, in accordance with the PTA Emergency Management Manual:

- notify all affected Access Holders as soon as practicable of the nature of the incident;
- notify all affected Access Holders as soon as practicable of the likely effect on Train Paths and the estimated duration of the incident; and
- develop with the affected Access Holders a recovery plan.

5.3. Operational Issues

5.3.1. Management of daily issues related to Train operations

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

- the PTA's Network Rules; and
- the relevant Access Agreement.

5.3.2. Use of the Network in accordance with Train Paths

The priority of urban public transport services and the need to maintain stringent on-time running targets means that the PTA (including as relevant, the TTO division, in carrying out the Train Control function) has very limited flexibility in accommodating deviations from schedule. This is reflected in the principles and procedures to be applied in managing operational issues under these TMG.

The PTA will use best endeavours to ensure that Services are able to operate according to Scheduled Train Paths so that a Service that enters the Network on time will exit the Network on time, subject to:

- safety considerations;
- matters outside the reasonable control of the PTA, which affect the ability of the PTA

to provide the Scheduled Train Path;

- advice from the Access Holder 15 minutes prior to the scheduled departure time that the Service will be ready for departure on time;
- presentation of the Access Holder's Train on time; and
- any other emergencies that may affect the operation of Services.

A Train that is Late entering the Network or is delayed within the Network will be managed with best endeavours by the PTA to make up time dependent upon:

- the degree of lateness;
- conformance to the Network operating requirements;
- how the Train has performed in relation to the section running times as it proceeds; and
- the obligations the PTA has in relation to the operation of other Trains on the Network.

The PTA may accommodate a Service that is running early or Late, is presented at the point of entry to the Network Late or is presented at the point of entry to the Network more than 15 minutes early by providing a Scheduled Train Path for that Service at the PTA's first available opportunity.

Both the PTA and the Access Holder will use their best endeavours to:

- ensure that such Services that are running or presented Late recover the lost time; and
- ensure that such Services that are presented more than 15 minutes early depart the Network no later than the scheduled time;
- mitigate the effects of any liability, loss or damage arising out of any Services which are running or presented Late.

In the case of an actual or potential conflict of Scheduled train paths, section 5.4.2 will apply.

The PTA may issue Instructions to the Access Holder and these Instructions may include but are not limited to Instructions or directions:

- to cease use of a Scheduled Train Path by the Service and for the Service to proceed over such path on the Network as the PTA nominates;
- to continue use by the Service of the Network subject to such variation of the applicable Scheduled Train Path or the Service or the composition or quality of Trains as the PTA nominates;
- to cause the Service to proceed to a point on the Network and stand there until the PTA issues a further Instruction in relation to the Service;
- if the Service operates outside of its Scheduled Train Path, to delay or redirect the Service to allow access to the Network by another Access Holder of a Train (including, if relevant, the PTA) whose Service would, but for the delay or redirection of the Access Holder's Service, be delayed or further delayed;
- to change the entry and exit time of a Scheduled Train Path;
- to issue notification of a temporary speed restriction on a section of track;
- to cancel a Scheduled Train Path; or
- to amend and clarify application of the PTA's Network Rules.

In these circumstances the PTA will:

- in giving any Instruction use its best endeavours to minimise disruption to the Access

Holder's Services;

- other than in an emergency, consult with the Access Holder in giving an Instruction concerning the use of an Access Holder's locomotive and its crew for the purpose of assisting in the clearing of a Network blockage;
- if an Instruction that varies the Access Holder's Scheduled Train Paths is intended by the PTA to be permanent, such permanent effect of the Instructions will not take effect until the appropriate procedures for permanent variation of a Scheduled Train Path has been satisfied in accordance with the Access Agreement. Until the procedure has been satisfied such Instruction will have a temporary effect; and
- as soon as is reasonably practicable, the PTA must give to the Access Holder a written copy of the Instruction unless such Instruction is ordinarily not given in writing by the PTA to Access Holders.

The Access Holder will comply with all Instructions and will promptly inform all relevant Train crew of those Instructions and any changes to them. The Access Holder will also inform all relevant Train crew of the PTA's Network Rules and any general notices and other information notified to the Access Holder by the PTA and will promptly inform its Train Crew of any changes made by the PTA. If an Instruction is a Network Control Direction, it must be complied with immediately.

The Access Holder must comply with all Instructions in such a way as to minimise disruption to any other Access Holder's use of the Network. The PTA is not responsible for any delay suffered or cost incurred by the Access Holder in complying with a properly given Instruction of the PTA, and the Access Holder releases the PTA from any claim arising from such compliance.

The Access Holder is not responsible for any delay suffered or cost incurred by the PTA in the Access Holder complying with a properly given Instruction of the PTA, and the PTA releases the Access Holder from any such claim arising from such compliance.

All Instructions issued will be in accordance with these TMG and the Access Agreement.

5.3.3. Network Blockage

A Train failure that blocks the Network, and therefore the passage of other Trains, will be managed in accordance with these TMG and the Access Holder's approved response plan to manage blockages. The Access Holder must co-operate with the PTA in order to determine and implement a strategy to:

- minimise the time the Network is blocked;
- clear the blockage using alternative locomotives and crews arranged by the Access Holder or PTA, at the Access Holder's cost;
- remove the Failed Train to the nearest location where it does not affect Train running;
- plan repairs to the Failed Train; and
- use alternative Scheduled Train Paths.

Access Holders, other than the Access Holder whose train has failed, will be required to provide reasonable assistance to the PTA as necessary to facilitate the clearing of a blockage of the Network caused by a Failed Train. As an example, assisting locomotives and crews may be sourced from:

- other Trains near the vicinity that are being delayed by the failure; or
- the nearest railcar/locomotive depot.

The actual source will be dependent on the location of the failure and the logistics involved in achieving the minimum disruption to other Services using the Network.

A Failed Train will be cleared from the main line to the nearest location where it will not impact on-time running. The Train's operator will then be responsible for undertaking repairs and liaising with the PTA to arrange an alternative Train Path.

An Access Holder will not be required to provide assistance if it will incur cost and risk unless agreement is reached on how the cost and risk will be allocated. Agreement on the terms and conditions for providing assistance may be negotiated within the Access Agreement

5.3.4. Access Holder's Recovery Plan

In clearing a Failed Train from the Network, the Access Holder will be consulted to consider alternatives, which may include:

- a reduction of loading; or
- continuation of the Service at reduced speed; or
- arrangements for an alternative locomotive to be used to continue the Service; or
- amalgamation with another Service.

5.3.5. Management of Emergencies and Incidents

All operational emergencies are to be managed in accordance with the PTA's Emergency Management Manual.

All operational incidents, including Category A and Category B notifiable occurrences as defined under the *Rail Safety National Law (WA)*, are to be managed in accordance with the Access Agreement, the PTA's Network Rules and such other legislation as may apply. This includes incidents resulting in environmental pollution or public health risks.

5.4. Operations conflict resolution procedures and protocol

5.4.1. Real-time allocation of Train Paths

Train Paths will have been established under an Access Agreement and will be promulgated by:

- the issue of Working Timetables; and
- the issue of Special Train Notices where the Train Path is not permanently scheduled.

If an Access Holder requests an ad-hoc or alternative Train Path, in determining whether to grant such a Train Path, the PTA will take many factors into consideration, including the need to ensure that established urban passenger Train schedules are maintained on the Network.

5.4.2. Resolution of Scheduled Train Path Priority in the event of conflict

The general principles for Train management that will be applied are as follows:

- to all - to ensure operational safety is maintained through compliance with all applicable rules, regulations and procedures;
- to the PTA - to ensure the integrity of the Network so that the Scheduled Train Paths can be followed, and, to manage the Network based on agreed entry/exit times; and
- to the Access Holder - to ensure operating integrity, including Train crewing and proper operating of Trains, so that the Scheduled Train Paths can be followed.

In the event of a conflict of Scheduled Train Paths due to a Service entering the Network after its scheduled departure time and/or losing time en-route so that it is not expected to make its scheduled exit time, the NCO will use the following Train Path Priority Matrix:

Figure 1: Train Path Priority Matrix

TRAIN PLAN	Train A ↓				
Train B →	TRAIN RUN	Actual Performance	On Time running	Running ahead	Late Running
AGREED NETWORK ENTRY/EXIT TIMES	Actual Performance	Train Control Objective	On Time Exit	On Time Exit	1. No more time lost 2. Make up time 3. Hold the gain
	On Time running	On Time Exit	Scheduled Cross	A or B Rule 2	B Rule 3
	Running ahead	On Time Exit	A or B Rule 2	A or B Rule 2	B Rule 3
	Late Running	1. No more time lost 2. Make up time 3. Hold the gain	A Rule 1	A Rule 1	A or B Rule 4

Train Path Priority Matrix - rules

- | | |
|---------------|--|
| Rule 1 | Train B may be given preference on condition that Train A will still meet its On Time exit 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 must meet their On Time exit objective. |
| Rule 3 | Train A may be given preference on condition that Train B will still meet its On Time exit 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 | Give priority to the Train where performance indicates it will lose least or no more time and even make up time and hold the gain. |

Notes - The Train Path Priority Matrix assumes:

- Train "A" and Train "B" are competing for priority in relation to a traffic management decision by the NCO for example, for Network entry, or a cross or pass with another Train in single line territory.
- The NCO compares the current "status" or performance of both Trains in terms of running "on time", "ahead" or "late" when compared with the Working Timetables.
- The decision is given to the Train and rule indicated at the point of intersection.

The primary objective in resolving conflicts is that Trains that are presented at the point of entry to the Network in sufficient time to meet their scheduled departure time in accordance with the above provisions, and do not lose time en-route, will exit the Network on time. The PTA will use its best endeavours to ensure that Late running Trains are managed so that where possible, they still achieve an on-time exit from the Network. With Late running Trains, this includes trying to ensure they lose no more time, where possible make up time and then hold the gain throughout their journey.

In considering whether to apply rules 1 or 3, an NCO, or another appropriate person authorised by the PTA, may consider the operational characteristics of the two Trains concerned, for example a through Train (e.g., an express Train, a freight Train or a country passenger Train) may be given precedence over a Train that will stop at all stations, as this action is likely to minimise the duration of the conflict. A Train capable of rapid acceleration may be given precedence over a slower Train, as this is also likely to minimise the duration of the conflict.

Such precedence will only be given if it does not unreasonably delay the other Train.

When making judgments with respect to the Train Path Priority Matrix, an NCO, or another appropriate person authorised by the PTA, will give priority to minimising disruptions to the urban passenger Train timetables and use all reasonable endeavours to maintain the on-time running of the public transport system.

However, the nature of the urban rail Network is such that Trains can rarely be directed off the main line to allow a following Train to pass. Thus if a Late Train enters a section behind a Train that it would, had it not been Late, have preceded, it is likely to have to remain behind that Train for the duration of its journey. Given the relatively short section running times on the urban Network, this will rarely result in major delays.

Apart from the rules in the Train Path Priority Matrix, no one Train has priority over another Train except for:

- Trains operating on a Train Path where the NCO must take account of the fixed intervals for passenger stops en-route between exit and entry; and
- where the 2 Trains concerned are operated by the same Access Holder who has indicated a specific priority between the Trains but only if it does not interfere with the Train Paths allocated to another Access Holder.

If the infrastructure layout of the Network does not permit the planned operation (such as a Train crossing passenger trains that must stop at the passenger facility) the NCO will achieve the best crossing possible given the constraint.

If there is some constraint that means the Train Path Priority Matrix cannot be applied the NCO will refer the issue to the TTO Manager under the authority of the General Manager, Networks and Infrastructure, who will decide the course of action to be taken. The decision will take into account the need to treat all Access Holders fairly, the safe operation of the railway and the on-time running objective of all Trains.

6. Disputes

The PTA will make decisions relating to Train management in accordance with this TMG and relevant statutory obligations, including the Act and the Code.

If an Access Holder has reason to believe that the PTA has not complied with these TMG, the Access Holder will notify the PTA in writing, as soon as practicable after the incident, with such evidence as supports the Access Holder's belief. The PTA will investigate the allegation and provide a written response to the Access Holder within 10 Business Days, advising the outcome of the investigation and what, if any, remedial action is proposed to be taken.

If an Access Agreement has been entered into, disputes will be resolved based on the terms of that Access Agreement.

As a general rule, Access Agreements will provide for resolution of disputes by:

- first – negotiation by senior representatives of each party;
- second – negotiation by the chief executive officers of the parties;
- third– mediation by an independent mediator; and
- fourth – by legal proceedings (if raised by a party).

7. Compliance and Review

The TMG may be amended or replaced by the PTA with the approval of the Regulator (section 43(5) of the Code). The Regulator may direct the PTA to amend these TMG or to replace them with other TMG determined by the Regulator (section 43(6) of the Code).

Where a party is seeking access to the PTA's Network under the Code, the ERA may require that PTA's compliance with the Train Management Guidelines may be subject to an independent external audit. The costs of such an audit would be the responsibility of PTA. The ERA will approve the scope of the audit and may select and manage the auditor. The final audit report will be made available to the ERA. The ERA may place the audit report, excluding any confidential component, on its website. The ERA also has the power to commission special purpose compliance audits on any issue arising under the Train Management Guidelines as considered necessary.

8. Definitions

Term	Meaning
Access Agreement	Has the meaning assigned to “access agreement” in Section 3 of the Code, which is as follows: <i>“means an agreement in writing under the Code between the railway owner and an entity for access by that entity”.</i>
Access Holders	Has the meaning assigned to access holder in section 3 of the Code, which is as follows: <i>“means an entity to which access is provided under an access agreement”.</i>
Access Seeker	Has the meaning assigned to access seeker in section 3 of the Code, which is as follows: <i>“means an entity that has made a proposal”.</i>
Access-Related Functions	Has the meaning assigned to Access-Related Functions in section 3 of the Code, which is as follows: <i>“means the functions involved in arranging the provision of access to railway infrastructure under this Code”.</i>
Automatic Train Protection	Means an on-board electronic system that monitors the Train speed and the status of signals, applying warnings and automatic braking to prevent the Train going past a signal at danger or exceeding the speed limit.
Failed Train	Means an Access Seeker's Train that fails (cannot continue its journey) due to a breakdown or some other mishap.
Force Majeure	Means – an event or circumstance which: (a) is beyond the reasonable control of the party claiming force majeure (Affected Party); (b) prevents the Affected Party from performing its obligations under an Access Agreement; (c) was not reasonably foreseeable; (d) was not caused or contributed to by the Affected Party; and (e) cannot be prevented, overcome or remedied by the exercise by the Affected Party of a reasonable standard of care and diligence, and may include: a) named cyclone, earthquake, fire, explosion, lightning, flood (other than any flood which should have been reasonably anticipated); or b) acts of war, terrorist act (as defined in section 5 of the Terrorism Insurance Act 2003 (Cth)), maritime or aviation disaster); or c) riot, sabotage, embargo, commotion or civil disturbance, blockade or picketing, except where the event arises in respect of any industrial action; or d) epidemics or pandemics other than COVID-19; or e) nuclear event, ionising radiations or contamination by radioactivity, but does not include:

Term	Meaning
	f) loss of customers or loss of market share; g) the failure of, or the breakdown of or other damage to plant, machinery or infrastructure other than as a direct result of a cause, event or circumstance set out in paragraph (a) or paragraph (c) of this definition; h) wet, hot or otherwise inclement weather (other than as described in paragraph (a) of this definition); i) any acts or omissions by the Access Holder's personnel; or j) any event that results in the Affected Party having a lack of funds, including money, or inability to use, obtain or access funds, including money, for any reason.
Instruction	Means all instructions and directions, including instructions and directions of the kind listed in the Access Agreement, issued by the PTA from time to time which: (a) ensure, facilitate or encourage the proper, efficient, safe and lawful: (1) use of and access to the Network by all Network users; and (2) management of the Network by the PTA; (b) are consistent with the TMG; and (c) are given with a view to minimising the disruption to the Access Holder in a manner which is reasonable in the circumstances and taking into account the valid objectives of the PTA (as set out in paragraphs (a) and (b) of this definition) in issuing the instruction or direction, but does not include instructions and directions which: (d) derogate from the Train Paths; (e) prevent the Access Holder from running a Service of the nature of the Services contemplated at the commencement of the Access Agreement or as agreed between the parties from time to time; or (f) are given for the purpose only of achieving the PTA's internal commercial objectives unrelated to the valid objectives of the PTA as set out in paragraphs (a) and (b) of this definition, unless the instructions or directions: (g) are Network Control Directions properly given; (h) relate to emergencies or material safety issues; (i) are given to implement or support the TMG; (j) are necessary to prevent or to minimise the effect of a material breach of the relevant Access Agreement; or (k) are otherwise authorised by the relevant Access Agreement, and a reference to the PTA in this definition of Instructions includes also a reference to the PTA's agents.

Term	Meaning
Late	Means where a Train arrives for entry to the Network under its Train Path entitlement any time after the scheduled departure time as specified in the Working Timetables or Special Train Notices.
Network, Railway Network	Has the meaning assigned to railway networks in section 3 of the Code, which is as follows: <i>means —</i> (a) <i>all the railways that were Government railways when the Act received the Royal Assent; and</i> (b) <i>all the railways that are on land that is corridor land as defined in the Rail Freight System Act 2000; and</i> (c) <i>the railway constructed pursuant to the TPI Railway and Port Agreement; and</i> (d) <i>any railway declared under section 3(2) of the Act to be part of the railways network.</i> In respect of these Train Management Guidelines, means the Railway Network managed by the PTA.
Network Control Direction	Means instructions issued by the PTA 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.
Peak Period	Means weekday morning and evening time windows reflecting peak operational demands for passenger services, as reasonably determined by TTO.
Possession	Means closure of the relevant part of the Network to all traffic for the purpose of effecting repairs, maintenance or upgrading of the Network.
Railway Owner	Has the meaning assigned to railway owner in section 3 of the Code, which is as follows: “<i>means the person having the management and control of the use of the railway infrastructure concerned</i>”. In respect of this TMG, Railway Owner means the PTA.
Regulator	Economic Regulation Authority
Scheduled Train Path	Means the entitlements of the Access Holder to use a Train Path on the Network between the times and locations set out in the Access Agreement and as amended, or varied permanently in accordance with that agreement.
Service	Means a Train run by the Access Holder, under an Access Agreement, using the Network by which the Access Holder provides railway freight or passenger services.
Special Train Notices	Means Train Control Directions that are issued for the purpose of giving notice of alterations to Working Timetables, alterations to speed limits and other operating conditions and alterations to other rules, regulations or requirements.
Train	Means a locomotive with or without wagons used to operate Services.
Train Control	Means the control of Trains by the PTA or its agents on the Network.

Term	Meaning
Train Control Directions	Means all Instructions issued by the PTA relating to management, continuity and safe operation of Train movements on the Network, including Instructions concerning the actual movement, deployment or placement of Trains, but only to the extent such Instructions: (a) are consistent with these Train Management Guidelines; and (b) are reasonably made with a view to minimising the disruption to the Access Holder in a manner which is reasonable in the circumstances and taking into account the valid objectives of the PTA in issuing the Instruction.
Train Manifest	Means a notice, in electronic form, prepared by the Access Holder 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 Track Access Permit number for each of the Train Crew; (c) the date the Service will commence its operation on the Network; (d) the identification number of the locomotive or locomotives that will operate the Service in the order in which they will form the Train; (e) the number of Rollingstock in the Train; (f) the gross mass of the Train and the axle load; (g) the length of the Train and the number of wagons; (h) for all Rollingstock in the Train in the order in which it will be placed, leading end first, the following information: (1) Rollingstock identification number; (2) Rollingstock classification; (3) working mode; (4) gross weight of the Rollingstock (which weight must not be less than the tare weight for that Rolling Stock as set out in the PTA's Approved Vehicle Register); (5) all data provided by the Other Weighing System; and (6) the class of any dangerous goods (as described in the Dangerous Goods Code) carried in the wagon.
Train Path	Means the entitlements of the Access Holder to use the Network between the times and locations set out in the Access Agreement and as amended, or varied permanently in accordance with that agreement. This includes Scheduled Train Paths, Ad-hoc Services and all other ad hoc entitlements (including train paths arising by reason of compliance with Instructions) to access the Network which are provided by the PTA to the Access Holder on the terms set out in the Access Agreement and otherwise on such terms as the PTA may stipulate in accordance with the Access Agreement or as otherwise agreed between the parties, as amended or varied in accordance with the Access Agreement.
Train Path Allocation Policy	Means the current PTA Train Path Allocation Policy as approved by the Regulator, including any amendments to, or replacement of, that policy made pursuant to the Code.

Term	Meaning
Working Timetables	Means the operating data for all or part of the Network issued as part of PTA's Network Rules and as amended from time to time.