

# Schedule G

## Network Management Principles

### 1 Interpretation

In this **schedule G**, a reference to an Access Holder excludes an End User and includes a Train Operator.

### 2 Provision of information

- (a) Any obligation to provide or otherwise make available information to an Access Holder or to publish information on the Website under the Network Management Principles, including this **schedule G**, is subject to Aurizon Network being reasonably able to redact information which would cause or contribute to a breach of Aurizon Network's obligations under **Part 3** of this Undertaking or an Access Agreement.
- (b) Where Aurizon Network is obliged to provide a notice under **clause 98.6**, or a report under **clause 109.2**, to a Train Operator, then Aurizon Network will also provide a copy of that notice or report (as applicable) to the relevant End User.

### 3 Train Service Entitlements Principles

Train Service Entitlements:

- (a) for the same types of traffics, will be defined using consistent terminology,<sup>39</sup> ~~and~~
- (b) will be expressed in terms that can be interpreted for the development of a ~~MTP, ITP, DTP; Strategic Train Plan (STP), a Master Train Plan (MTP), an Intermediate Train Plan (ITP), where necessary, and a Daily Train Plan (DTP)~~
- (c) Train Service Entitlements are to be calculated, allocated and managed to ensure that the contracted Train Service Entitlement of all users are deliverable;
- (d) Train Service Entitlement must take into account the expected availability and capability of the network for planned and unplanned maintenance, outages, variability and network conditions (e.g. speed restrictions and transit time allowances); and
- (e) Train Service Entitlement allocation and consumption, including non-performance, is to be reported:
  - (i) in detail to Access Holders and their customers (if relevant)
  - (ii) in aggregate form on the website.

### 4 Strategic Train Plan principles

- (a) Aurizon Network will make the STP available to Access Holders in each June after the Approval Date.
- (b) An STP will provide an indication of the Existing Capacity that is anticipated by Aurizon Network to be necessary to meet its obligations in

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<sup>39</sup> For example, Timetabled Traffics may be defined in terms of a path between certain locations, on particular days, and at particular times. Cyclic Traffics may be defined in terms of a number of train paths per specified period of time.

relation to Train Service Entitlements for a subsequent period of at least one year (but not more than two years) commencing on 1 July.

- (c) Aurizon Network is not obliged to prepare a STP in relation to all Train Service Entitlements in all Coal System in aggregate, but Aurizon Network may prepare a separate STP for each Coal System, for groups of Coal Systems or a combination of individual and groups of Coal Systems.
- (d) In preparing a STP, Aurizon Network will consider:
  - (i) the known and reasonably anticipated:
    - (A) track maintenance requirements; and
    - (B) impacts of the construction of Expansions, for the period of the STP;
  - (ii) the relevant System Operating Parameters; and
  - (iii) any other known or reasonably anticipated factors that Aurizon Network considers may materially impact on the Existing Capacity necessary for Aurizon Network to meet its obligations in relation to Train Service Entitlements for the period of the STP.
- (e) Aurizon Network may (acting reasonably) make assumptions in developing the STP. The STP will set out the material assumptions that Aurizon Network has made in preparing it.

## **54** Master Train Plan principles

### **54.1** Purpose and form of the MTP

- (a) The purpose of the MTP is to demonstrate how Aurizon Network plans to deliver Train Service Entitlements in each Coal System, having regard to Planned Possessions, Existing Capacity, the System Operating Parameters and other relevant characteristics of each Coal System.
- (b) The MTP will be in a table form that is readily convertible to ~~an ITP and a~~ DTP and indicates the capability of Aurizon Network to deliver Train Service Entitlements in each Coal System for a period of up to 3 months given other activities on the relevant Rail Infrastructure, including planned Rail Infrastructure unavailability and expected loss of the Coal System.
- (c) The MTP will separately identify where applicable:
  - (i) for Cyclic Traffics, the practically usable round trip System Paths allocated to Cyclic Traffics, where such Train Paths reflect the:
    - ~~(A) Existing Capacity required for the maximum level of operation for relevant~~ Train Service Entitlements, but may not necessarily reflect the particular Train Paths that those Train Services will operate on; and
    - ~~(B) System Paths greater than Train Service Entitlements~~ available for Train Service Entitlement scheduling flexibility,

countering Coal System expected loss or for the operation of Ad Hoc Train Services.

(ii) for Timetabled Traffics, the particular Train Paths allocated in accordance with the Train Service Entitlements;

(iii) \_\_\_—time allocated for Planned Possessions; ~~and~~

~~(d) (iv) any other factors known to or anticipated by Aurizon Network that Aurizon Network considers may materially impact on the Existing Capacity necessary for Aurizon Network to meet its obligations in relation to Train Service Entitlements. Each of the Train Paths shown in the MTP must be practically achievable on an origin-destination and round trip basis, taking into consideration required headways between successive trains arriving at unloading or loading facilities.~~

~~(e) The maximum number of usable round trip paths is not to exceed the practical utilisation ceiling of any track sections forming part of the origin-destination.~~

## **4.2 Updating the MTP**

~~(a) Aurizon Network will update the MTP when Aurizon Network considers it necessary to do so in accordance with **clause 4.3** and, in any event, no less than once each Year.~~

~~(b) Aurizon Network will notify relevant Access Holders and Infrastructure Service Providers of any modifications to the MTP at least 30 days prior to the commencement of the modification and make available to the relevant Access Holders and Infrastructure Service Providers an updated MTP once it has been finalised.~~

~~(c) Aurizon Network will, on request, make the current MTP (from time to time) available to Access Holders.~~

## **54.23 Modifying the MTP**

(a) The MTP may be modified by Aurizon Network in accordance with any of **clauses 54.23(b), (c) and (d)**. For clarity, so long as a modification can be made in accordance with one of **clauses 54.23(b), (c) or (d)**, it is not necessary for each of those clauses to be complied with in respect of that modification.

(b) Aurizon Network may make modifications to the MTP on a case-by-case basis without the need for consultation where:

(i) an Access Holder notifies Aurizon Network that it wishes to make a long-term Train Service Change, provided:

(A) that change:

- (1) is within the scope of its Train Service Entitlement; and
- (2) does not result in any other Access Holder's scheduled Train Service/s not being met, or a Planned Possession not being met; and

(B) the Access Holder has given Aurizon Network reasonable prior notice of that change having regard to the necessary process to be complied with, and factors to be considered, by Aurizon Network including Aurizon Network's obligations under **clause 4.2(b)**;

(ii) a Planned Possession is cancelled;

(iii) a new or additional Train Service Entitlement has been created,

through the signing of an Access Agreement or the negotiation of a variation to an Access Agreement ~~(including where that new or amended Access Agreement arises as a result of a Transfer)~~, provided that the new or varied Train Service Entitlement does not result in any other Access Holder's scheduled Train Service/s not being met, or a Planned Possession not being met, ~~set out in the MTP, not being met~~; or

- (iv) an Access Holder's Access Agreement allows Aurizon Network to alter the Access Holder's Train Service Entitlement – for example, by resuming Access Rights through a capacity resumption process.
- (c) Aurizon Network may make modifications to the MTP, on a case-by-case basis after consulting with any Access Holders whose Train Service/s or Train Service Entitlements are affected by the proposed modification to the MTP, and/or with Infrastructure Service Providers if the proposed modification affects a Planned Possession, where:

- (i) Aurizon Network notifies all affected Access Holders that it wishes to make a long-term Train Service Time Change, provided that change:
  - (A) is within the scope of the relevant Access Holders' Train Service Entitlement/s; and
  - (B) is intended to accommodate:
    - (1) the creation of a new or varied Train Service Entitlement, through the signing of an Access Agreement or the negotiation of a variation to an Access Agreement, ~~(including where that new or amended Access Agreement arises as a result of a Transfer)~~, where that new or varied Train Service Entitlement cannot otherwise be reasonably accommodated on the MTP;
    - (2) the creation of new Planned Possessions or the modification of existing Planned Possessions; or
    - (3) any other Operational Constraint affecting the MTP; and
  - (C) where it results in any existing Access Holder's Train Service Entitlement not being met, is only made with the agreement of that existing Access Holder (such agreement not to be unreasonably withheld); or
- (ii) Aurizon Network notifies all affected Access Holders, within the time period specified in ~~the relevant System Rules, each affected Access Holder's Access Agreement,~~ of a long-term Train Service Change for the purpose of carrying out Major Periodic Maintenance provided that, where that change is not within the scope of an Access Holder's Train Service Entitlement, Aurizon Network has used reasonable endeavours to mitigate the impact on that Access Holder. Any limitations (if any) on Aurizon Network's ability to exercise this right will be specified in individual Access Agreements.
- (d) Aurizon Network may make modifications to the MTP where Aurizon Network and all affected Access Holders, agree. Aurizon Network will invite all Access Holders whose Train Service Entitlements are affected by the proposed modification to the MTP to consider the modification in an appropriate forum (which may include a face to face meeting, a telephone conference or any other forum that provides the affected Access Holders with a reasonable opportunity to participate). Each affected Access Holder will be provided with a copy of the proposed changes ~~five Business Days~~ seven days prior to the scheduled consideration of the modification in the forum.
- (e) Aurizon Network will consult with any Infrastructure Service Providers, ~~and any Railway Manager for Private Infrastructure that is directly connected to the Rail Infrastructure,~~ who Aurizon Network considers

may be affected by any modification to the MTP that is proposed to be agreed under **clause 54.2(ec)** or **54.2(ed)**.

~~(f) Notwithstanding any other provisions of this Schedule, the Undertaking or an Access Agreement, any affected Access Holder (or its Customer) may refer a change or amendment to the MTP under the Part 11 dispute resolution provisions to the QCA for a determination.~~

~~(g) Notwithstanding any aspect of this clause 4.3, Aurizon Network cannot make unilateral amendments to the MTP where there is any possibility that those amendments will materially disadvantage another Access Holder (or its Customer).~~

~~(f) Without limitation to clause 5.2(e), Aurizon Network will notify any person who is a Railway Manager for Private Infrastructure that is directly connected to the Rail Infrastructure who (in that capacity as a Railway Manager) Aurizon Network considers may be affected by any modification to the MTP that is made under this clause 5.2.~~

## 65 Intermediate Train Plan principles

(a) An ITP is an intermediate scheduling step in progressing from the MTP to the DTP. ~~Aurizon Network will consider~~The ITP represents either a firm (eg, Blackwater Coal System) or indicative (eg, Goonyella Coal System) train schedule for a period (dependent upon the applicable Coal System and System Rules), based upon Planned Possessions, the Train Paths and the System Paths detailed in the MTP, Train Service Entitlements and firm or indicative Train Orders ~~when developing an ITP for the Relevant Period.~~

~~(b) The scheduling horizon of an ITP will be consistent with the period specified in the relevant System Rules for an ITP.~~

~~(eb) The ITP is to be aligned to the Coal System it is developed for, and is to be based upon the planning process and System Rules for each Coal System. Train Orders for an ITP must, unless otherwise advised by Aurizon Network, be submitted to Aurizon Network:~~

~~(i) in the manner and timeframe specified within the relevant System Rules; or~~

~~(ii) if there are no relevant System Rules, before 1200 hours on the Wednesday immediately prior to the period for which an ITP is to be prepared.~~

~~(dc)~~ Aurizon Network will plan Cyclic Traffics in the ITP in accordance with the relevant System Rules. If the process of planning Cyclic Traffics in the ITP involves the allocation of a Contested Train Path between Access Holders for Cyclic Traffic, Aurizon Network:

(i) may require a meeting of all affected Access Holders; and

(ii) will use the decision making process in **clause 109** to allocate the Contested Train Path.

~~(ed)~~ Aurizon Network will notify relevant Access Holders and Infrastructure Service Providers of the ITP once it is finalised:

~~(i) in the manner and timeframe specified within the relevant System~~

Rules; or

- ~~(ii) if there no relevant System Rules, before 1600 hours on the day immediately prior to the period for which an ITP is to be prepared (fixed ITP period) by Thursday 1600 hours unless otherwise stated in the System Rules.~~
- ~~(f) Aurizon Network will notify relevant Infrastructure Service Providers and the operator of any relevant unloading facilities of the ITP in accordance with any process in the relevant System Rules for such notification.~~

## **76** Daily Train Plan principles

### **76.1** Purpose and form of a DTP

A DTP ~~indicates details~~ all ~~agreed Train Orders as~~ scheduled Train Services and Planned Possessions ~~which are considered as final~~, for a particular day, in a form that ~~indicates—displays~~ the ~~planned~~ time/distance (location) relationship of all activities on that part of the Rail Infrastructure to which the DTP relates. ~~The DTP is a final train plan for a scheduling period of 48 hours and represents the final ITP for that period.~~

### **76.2** Scheduling and notification of a DTP

Aurizon Network will schedule a DTP at ~~least 24 hours~~ ~~one Business Day~~ prior to the day to which the DTP relates (**Day of Operation**), and provide all relevant Access Holders and Infrastructure Service Providers with a copy of the DTP ~~by 1400 hours on the day prior to the Day of Operation~~ ~~within the same timeframe.~~

- ~~(a) Where System Rules apply, a DTP will be scheduled in accordance with the timeframe as specified in the System Rules.~~
- ~~(b) A DTP will vary from an ITP in accordance with the relevant System Rules.~~
- ~~(c) Variations to the DTP, either prior to or during the Day of Operation, can occur in accordance with the relevant System Rules, or alternately, as agreed between the Rail Operators, port operator and Access Holders.~~
- ~~(d) Aurizon Network will plan Cyclic Traffics in the DTP in accordance with the relevant System Rules. If the process of planning Cyclic Traffics in the DTP involves the allocation of a Contested Train Path between Access Holders for Cyclic Traffic, Aurizon Network:
  - ~~(i) may require a meeting of all affected Access Holders; and~~
  - ~~(ii) will use the decision making process in clause 9 to allocate the Contested Train Path.~~~~

### **6.3** Application of a DTP to performance targets

~~The DTP will represent the expected train operation performance target over its period and will be used as base information for performance monitoring, including for the purposes of the annual reports under clause 10.1 of this Undertaking (for example, in applying the Allotted Time Threshold).~~

### ~~7.3~~ **Scheduling a DTP in variation to the ITP**

- ~~(a) A DTP may be scheduled in variation to the ITP in accordance with the timeframes specified in the System Rules.~~
- ~~(b) A request or notice by an Access Holder to Aurizon Network in relation to scheduling the DTP in variation to the ITP must be in the form and provided in accordance with Aurizon Network's requirements from time to time. For clarity, Aurizon Network will notify of Access Holders of those requirements in advance from time to time.~~
- ~~(c) The DTP may be scheduled in variation to the ITP where at least 48 hours prior to the Day of Operation:
  - ~~(i) an Access Holder notifies Aurizon Network that it wishes to make a~~~~

~~short-term Train Service Change at which its Train Services, as scheduled in the ITP, operate, whether or not within the scope of its Train Service Entitlement, provided that change does not result in any other Access Holder's scheduled Train Services, or a Planned Possession, not being met;~~

~~(ii) Aurizon Network receives a request from an Access Holder to run an additional Train Service which is within the scope of their Train Service Entitlement or an Ad Hoc Train Service, provided that the additional Train Service or Ad Hoc Train Service, as applicable, would not result in any Access Holder's scheduled Train Services, or a Planned Possession, not being met;~~

~~(iii) a Planned Possession is cancelled;~~

~~(iv) Aurizon Network notifies all affected Access Holders that it wishes to make a short-term Train Service Change at which any scheduled Train Service/s operate, provided that:~~

~~(A) the change is intended to accommodate:~~

~~(1) the modification of an existing Planned Possession;~~

~~(2) the creation of an Urgent Possession; or~~

- ~~(3) any other Operational Constraint affecting the DTP; and~~
- ~~(B) either:~~
  - ~~(1) the change is within the scope of the relevant Access Holders' Train Service Entitlements; or~~
  - ~~(2) where the change results in an Access Holder's Train Service Entitlement not being met, that Access Holder has consented to the change (which consent must not be unreasonably withheld or delayed);~~
- ~~(v) Aurizon Network requests a short term Train Service Change at which any scheduled Train Services operate, whether or not within the scope of the applicable Access Holders' Train Service Entitlements, for the purpose of accommodating an Emergency Possession; or~~
- ~~(vi) Aurizon Network and all affected Access Holders agree.~~
- ~~(d) Aurizon Network may schedule the DTP in variation to the ITP:~~
  - ~~(i) under any of **clauses 7.3(c)(i) to (iii)**, without the need for consultation;~~
  - ~~(ii) under **clauses 7.3(c)(iv) or (v)**, after consulting with any affected Access Holders; or~~
  - ~~(iii) under **clause 7.3(c)(vi)**, after:
    - ~~(A) inviting relevant affected Access Holders to consider the modification in an appropriate forum (which may include a face to face meeting, a telephone conference or any other forum that provides the affected Access Holders with a reasonable opportunity to participate), that occurs prior to the Day of Operation; and~~
    - ~~(B) providing those affected Access Holders with a copy of the proposed modification prior to the forum.~~~~
- ~~(e) Where the DTP is scheduled in variation from the ITP under this **clause 7.3**, Aurizon Network will notify any Railway Manager for Private Infrastructure that is directly connected to the Rail Infrastructure and who Aurizon Network considers may be affected by those variations. The notification will be given to the Railway Manager in that person's capacity as a Railway Manager.~~

#### **7.4 Variations to a DTP after it is scheduled**

- ~~(a) Once the DTP is scheduled, variations to the DTP may only be made where:
  - ~~(i) in the case of an Access Holder requesting or notifying Aurizon Network seeking a variation to the DTP, the request or notice is in the form and provided in accordance with Aurizon Network's~~~~

~~requirements from time to time (which requirements Aurizon Network will notify of Access Holders in advance from time to time); and~~

~~(ii) any one or more of the following apply:-~~

~~(A) each of the following is satisfied:~~

- ~~(1) before the Day of Operation, Aurizon Network receives a request from an Access Holder to run an additional Train Service which is within the scope of their Train Service Entitlement or an Ad Hoc Train Service; and~~
- ~~(2) the additional Train Service or Ad Hoc Train Service, as applicable, would not result in any existing Access Holder's scheduled Train Services not being met, or a Possession (whether a Planned Possession, Emergency Possession or Urgent Possession) not being met;~~

~~(B) each of the following is satisfied:~~

- ~~(1) before the relevant Train Service commences, an Access Holder notifies Aurizon Network that it wishes to make a change to the times at which its Train Service operates~~
- ~~(2) that change is within the scope of the Access Holder's Train Service Entitlement; and~~
- ~~(3) that change does not result in any other Access Holder's scheduled Train Service not being met or a Possession (whether a Planned Possession, Emergency Possession or Urgent Possession) not being met; or~~

~~(C) before the relevant Train Service commences, Aurizon Network notifies the Access Holder that an Emergency Possession is required.~~

~~(b) For the purpose of **clauses 7.4(a)(ii)(A)** and **(B)**:~~

- ~~(i) where more than one request or notice is given in relation to a DTP, Aurizon Network will assess the requests or notices in the order in which they were received;~~
- ~~(ii) Aurizon Network will assume the requirement in **clause 7.4(a)(ii)(A)(2)** or **7.4(a)(ii)(B)(3)**, as applicable, is not complied with unless Aurizon Network is able to satisfy itself (acting reasonably) that no other Access Holder's scheduled Train Service and no Possession will fail to be met because of the requested or notified variation;~~

- ~~(iii) — without limitation to **clause 7.4(b)(i)** and **(ii)**, if there is insufficient time (taking into account all of the relevant circumstances) between Aurizon Network being given the request or notice by the Access Holder and the time when the proposed variation is to take effect, then Aurizon Network may not be able to properly satisfy itself in accordance with **clause 7.4(b)(ii)** and may therefore refuse to make the proposed variation; and~~
- ~~(iv) — where Aurizon Network makes or refuses to make a variation to the DTP following a request or notice under **clause 7.4(a)(ii)(A)** or **(B)**, Aurizon Network is not liable, howsoever that liability may arise, to the QCA, any affected Access Holder, any affected End User or Customer (if any,) or any other affected person, provided that Aurizon Network has, subject to **clauses 7.4(b)(i)** to **(iii)**, made a good faith and reasonable attempt in all the circumstances to comply with **clause 7.4(a)(ii)(A)** or **(B)**, as applicable.~~
- ~~(c) — Aurizon Network may vary the DTP under **clause 7.4(a)** without the need for consultation.~~
- ~~(d) — Other than as detailed in this **clause 7.4**, once the DTP is scheduled, any changes to the plan will be reflected as deviations from the DTP, not variations to the scheduled DTP. Deviations to the DTP may occur on the Day of Operation under **clause 9** including in the event of Out-Of-Course Running. These deviations will occur according to the Network Control principles in **clause 9**.~~
- ~~(e) — For clarity, if:
  - ~~(i) — a variation is requested or notified to Aurizon Network under **clause 7.4(a)(ii)(A)** or **(B)** and Aurizon Network refuses to make that variation; and~~
  - ~~(ii) — despite that refusal the relevant Access Holder seeks to operate the Train Service in accordance that proposed variation, then any such operation of the Train Service will be treated as a deviation from the DTP caused by the relevant Access Holder.~~~~
- ~~(f) — Where a variation to the DTP occurs under this **clause 7.4**, Aurizon Network will notify any Railway Manager for Private Infrastructure that is directly connected to the Rail Infrastructure who Aurizon Network considers may be affected by these variations.~~

## **87** Effect of cancellations on other Access Agreement obligations

The cancellation of a Train Service or Train Services in accordance with the Network Management Principles does not necessarily excuse either Aurizon Network or an Access Holder from other Access Agreement obligations relating to the conduct in question.

## **98 Network-Train Control principles Decision Principles**

### **98.1 Objective of Network-Train Control**

A fundamental objective of Network-Train Control is to facilitate the safe running of Train Services, and the commencement and completion of Planned Possessions, Emergency Possessions and Urgent Possessions, as scheduled in the DTP.

### **98.2 Effect of deviations from DTP on Day of Operation**

The ability of Aurizon Network or an Access Holder to deviate from the DTP on the Day of Operation, as specified below, does not necessarily excuse either Aurizon Network or the Access Holder from any other Access Agreement obligations relating that deviation.

### **98.3 General principles**

- (a) The following general principles apply to Access Holders, Network-Train Controllers and Aurizon Network (as applicable):
- (i) the Access Holders and Network-Train Controllers will ensure that operational safety is maintained through compliance with the Safeworking Procedures, the Safety Standards, Rollingstock Interface Standards (subject to any Approved Derogation) and applicable IRMPs and, where applicable, EIRMRs;
  - (ii) Access Holders will ensure that Above Rail issues, including Train crewing, locomotive and wagon availability and loading and unloading requirements, are appropriately managed to ensure that such issues do not prevent the DTP from being met; **and**
  - (iii) Aurizon Network will manage the Rail Infrastructure based on agreed entry/exit times as specified in the DTP with the objective of managing Trains according to their schedule for on time exit, not contributing to late running and, if a Train is running late, making up time and holding the gain where reasonably possible;
  - (iv) train control and traffic management processes must consider the System Rules and Train Service Entitlements of Access Holders, with the objective of an equitable outcome maximising the network ability to meet contractual entitlements;
  - (v) decisions involving reordering the sequence of a train's arrival at an unloader must be referred to the unloading terminal for determination of priority; and
  - (vi) at all times, the exercise of Train Controller discretion must be transparent and equitable.
- (b) The handling of Out-Of-Course Running is dependent on the particular circumstances of a rail corridor, including the traffic type using the corridor. The management of Out-Of-Course Running will be conducted so as not to unfairly disadvantage one Access Holder over another, and

as a result, the identity of an Access Holder will not of itself be a legitimate basis for ~~Network-Train~~ Controllers to alter a scheduled Train Service.

**98.4 Application of traffic management decision making matrix**

- (a) The traffic management decision making matrix in **clause ~~1011~~** will be provided to assist Network Controllers in the resolution of disputes in accordance with the general Network Control principles under **clause 98.3**.

- (b) Subject to **clause 98.4(c)**, where the operation of a Train Service differs from the DTP, Network Controllers will apply the traffic management decision making matrix in **clause 1011** for the purposes of Network Control.
- (c) Aurizon Network may depart from the traffic management decision making matrix in **clause 1011** in the period following a Network Incident, or a Force Majeure Event which materially affects Aurizon Network's ability to achieve the DTP, for any of the following purposes:
  - (i) ensuring Aurizon Network complies with its duties and obligations under any Law relating to safety or health including the Rail Safety Act;
  - (ii) maximising the throughput of Trains on the Rail Infrastructure; and
  - (iii) restoring normal operations on the Rail Infrastructure,
 provided that Aurizon Network complies with this **clause 89** and uses reasonable endeavours to return to normal Network Control procedures for resolving conflicts that arise from Out-Of-Course Running as soon as reasonably practical after the occurrence of the Network Incident or Force Majeure Event (as applicable).
- (d) Where **clause 98.4(c)** applies, Aurizon Network will keep affected Access Holders reasonably informed of the status of the Network Incident or Force Majeure Event (as applicable) including progress towards returning to normal Network Control procedures for resolving conflicts that arise from Out-Of-Course Running.

### **98.5 Provision of information to Access Holders**

Aurizon Network will provide Access Holders with:

- (a) real time Network Control information that indicates actual running of that Access Holder's Train Services against the relevant DTP;
- (b) upon request and subject to reasonable terms and conditions, access to Network Control diagrams that indicate actual running of that Access Holder's Train Services against the relevant DTP; and
- (c) information about the type of Train Services (for example, non-coal freight, passenger or coal Train Services) operated by other Access Holders on the same network to assist Access Holders to determine whether the Network Controller is applying the principles in this **schedule G** in a consistent manner between Access Holders.

### **98.6 Monthly Train Service Entitlement notice**

After the end of each calendar month, Aurizon Network will provide a notice to each Access Holder which identifies for each origin to destination pair:

- (a) the number of Train Paths that the Access Holder was entitled to under the Access Holder's Train Service Entitlement;
- (b) the number of Train Paths planned in the MTP in relation to that Train Service Entitlement;

- (c) the number of Train Paths in respect of which Train Services were operated for the Access Holder under the relevant Train Service Entitlement; and
  - (d) the extent to which the Access Holder's Train Service Entitlement was used,
- for that calendar month.

## ~~109~~ Contested Train Path decision making process

### ~~109.1~~ Purpose

The purpose of this **clause 910** is to outline the principles that Aurizon Network will have regard to when allocating a Contested Train Path to an Access Holder for the purpose of developing the ITP (under **clause 65**) with the objective of:

- (a) ensuring Aurizon Network meets its contractual obligations with Access Holders;
- (b) ensuring Access Holders are not unfairly differentiated between in respect of the use of their Train Service Entitlement; and
- (c) maximising the throughput of Trains on the Rail Infrastructure subject to:
  - (i) Operational Constraints;
  - (ii) other restrictions or constraints affecting the whole, or partial unavailability of, the supply chain; and
  - (iii) Aurizon Network's obligations to provide Access in accordance with Train Service Entitlements.

### ~~109.2~~ TSE Reconciliation Report

- (a) For the purpose of the planning and scheduling of Train Orders<sup>40</sup>, after the end of each Relevant Period, Aurizon Network will provide a report (**TSE Reconciliation Report**) to each Access Holder which identifies as at the end of that Relevant Period, in respect of that Access Holder's Train Service Entitlement under which Train Services were entitled to operate during that Relevant Period:
    - (i) the extent to which the Train Service Entitlement:
      - (A) was used in the Relevant Period;
      - (B) has been used in the relevant Access Provision Period to date; and
      - (C) has been used in the relevant Year to date,
- for each origin to destination pair of the Train Service Entitlement; and

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<sup>40</sup> For clarity, the TSE Reconciliation Report and the calculations made for the purposes of that report do not affect or apply in relation to the calculation of Take or Pay.

- (ii) the remaining balance of the Train Service Entitlement for:
  - (A) the relevant Access Provision Period; and
  - (B) the relevant Year,
 for each origin to destination pair of the Train Service Entitlement.
- (b) For the purpose of **clause 109.2(a)(i)**, the extent to which a Train Service Entitlement was or has been used in respect of a particular origin to destination pair will be calculated as the greater of:
  - (i) the number of the Train Services operated in accordance with the Train Service Entitlement for that origin to destination pair for the **R**relevant **P**period; and
  - (ii) the number of Train Paths scheduled for Train Services in accordance with Train Service Entitlement for that origin to destination pair for the **R**relevant **P**period.
- (c) The principles used to determine the number of Train Paths scheduled or operated for the purpose of **clause 109.2(b)** include the following:
  - (i) The point at which a schedule for Train Services is considered final will be:
    - (A) as specified in the System Rules; or
    - (B) if the System Rules do not specify that point or there are no applicable System Rules, Train Paths are taken to be scheduled when the DTP is finalised, either:
      - ~~(1) when the ITP is finalised as per **clause 6(e)**, unless **paragraph (2)** applies; or~~
      - ~~(2) where the relevant DTP is scheduled in variation from the ITP, 48 hours prior to the Day of Operation subject to **clause 10.2(c)(iv)**.~~
  - (ii) The number of Train Paths scheduled will be reduced by the number of scheduled Train Paths not provided due to Aurizon Network Cause in the period to which the schedule applies as per **clause 109.2(c)(i)**.
  - (iii) If:
    - (A) an Access Holder submits Train Orders for less than its Train Service Entitlement for a particular origin to destination pair ~~in a Coal System~~ as set out in the MTP for a Relevant Period (**First Entitlement**); and
    - (B) that Access Holder also submits Train Orders for a different Train Service Entitlement for a particular origin to destination pair ~~in that Coal System~~ for a Relevant Period in excess of its Train Service Entitlement for that origin destination pair as

set out in the MTP (**Additional Path based on Pooled Entitlement**),

and the path is allocated to the Additional Path based on Pooled Entitlement, that path will be deemed to be scheduled and operated against the First Entitlement ~~if it uses the Mainline Path that would have been used by the First Entitlement.~~

- (iv) Where the scheduled time of the Train Path is varied in accordance with **clause 76**, that variation is not taken to involve the scheduling of more than one Train Path unless, for clarity, that variation is a cancellation of the Train Path in which case (subject to **clause 109.2(c)(ii)**) the Train Service Entitlement is taken to be operated in respect of that cancelled Train Path.
  - (v) To the extent an Access Agreement requires Aurizon Network to provide to an Access Holder a reasonable alternative Train Path or to determine whether infrastructure has not been made available due to Aurizon Network Cause, a Train Path will be deemed to be a reasonable alternative Train Path where it is within the same period to which the schedule applies and it is practical for the Access Holder to use it.
- (d) The remaining balance of a Train Service Entitlement, as amended from time to time, for a particular origin to destination pair for an Access Provision Period under **clause 109.2(a)(ii)(A)** is calculated as:
- (i) the number of Train Paths for that origin to destination pair for that Access Provision Period that Aurizon Network is obliged to make available during that Access Provision Period in accordance with the Train Service Entitlement (including as amended from time to time) as set out in the MTP; less
  - (ii) the Train Service Entitlement for a particular origin to destination pair used in the Access Provision Period to date (determined in accordance with **clause 109.2(a)(i)(B)**).
- (e) The remaining balance of a Train Service Entitlement, as amended from time to time, for a particular origin to destination pair for the relevant Year under **clause 109.2(a)(ii)(B)** is calculated as:
- (i) the number of Train Paths for that origin to destination pair for that Year that Aurizon Network is obliged to make available during that Year in accordance with the Train Service Entitlement (including as amended from time to time) as set out in the MTP; less
  - (ii) the Train Service Entitlement for a particular origin to destination pair used in the Year to date (determined in accordance with **clause 109.2(a)(i)(C)**).

### **109.3 Contested Train Path principles**

- (a) Aurizon Network will determine which Access Holder is allocated a Train Path that is a Contested Train Path, using the following principles in order of precedence:
- (i) The Access Holder whose request for the Contested Train Path is within the scope of its individual Train Service Entitlement for an origin to destination pair as set out in the MTP.
  - ~~(ii) Where the relevant Access Holders agree amongst themselves who should be allocated the Contested Train Path, the Contested Train Path will be allocated as agreed by the Access Holders.~~
  - (iii) The Access Holder whose request for the Contested Train Path is within the scope of its relevant Train Service Entitlement adjusted for Aurizon Network Cause as follows:
    - (A) the Train Paths finally scheduled, in accordance with **clause 109.2(c)(i)**, for which Train Services did not operate due to Aurizon Network Cause Year to date; less
    - (B) the greater of:
      - (1) zero; and
      - (2) the relevant Train Service Entitlement used for Year to date less Train Service Entitlement set out in the MTP Year to date.
  - ~~(iiiiv) The Access Holder whose request for the Contested Train Path is within the scope of that Access Holder's pool of Mainline Paths based on its Train Service Entitlements for the relevant Coal System as set out in the MTP, subject to the availability of Existing Capacity.~~
  - ~~(iv) The Access Holder whose request for the Contested Train Path will have the least capacity impact on the relevant Coal System. For example, for competing requests in excess of the MTP allocation for the Train Service Entitlement due to a change of origin. The request where the new origin is on the same branch line, would take precedent over the request where the new origin is on a different branch line.~~
  - ~~(v) Aurizon Network may allocate the Train Path to an Access Holder where, based on the MTP, Aurizon Network will not meet the Train Service Entitlement for that Access Holder in a future Access Provision Period due to a Planned Possession.~~
  - (vi) The Access Holder's **Customer** who is most behind for the relevant Access Provision Period, by calculating as a percentage the Train Service Entitlement for the relevant origin to destination pair used in the Access Provision Period to date as per **clause 109.2(a)(i)(B)** plus the remaining balance of the Train Service Entitlement for that origin to destination pair for the Access Provision Period as set out in the MTP compared against the Train Service Entitlement for that

origin to destination pair for that Access Provision Period as set out in the MTP at the commencement of the Access Provision Period or as amended from time to time.

- (viii) The Access Holder's Customer who is most behind for the relevant Year, by calculating as a percentage the Train Service Entitlement for the relevant origin to destination pair used in the Year to date as per **clause 109.2(a)(i)(C)** plus the remaining balance of the Train Service Entitlement for that origin to destination pair for the Year as set out in the MTP compared against the Train Service

Entitlement for that origin to destination pair for that Year as set out in the MTP at the commencement of the Year or as amended from time to time.

(viii) Where the relevant Access Holders agree amongst themselves who should be allocated the Contested Train Path, the Contested Train Path will be allocated as agreed by the Access Holders.

~~(viii)~~ Where the application of above principles does not result in a determination by Aurizon Network as to which requested Train Service is to be scheduled, Aurizon Network will unilaterally determine which Train Service is scheduled, and will keep a record of that decision and the reasoning behind that decision. Aurizon Network will seek to ensure that, over time, no Access Holder is favoured over another and, where possible, if one Access Holder is favoured this time, taking into account the Train Service Entitlement held by an Access Holder, next time they are not favoured. In other words, if one Access Holder has an entitlement to 10 Train Services per week, and another Access Holder has an entitlement to 20 Train Services per week, then it could not be said that favouritism was shown to the second Access Holder if they received priority over the first Access Holder on two out of three consecutive occasions.

(b) Aurizon Network will advise each party of the Contested Train Path decision and the principle that determined the result.

## 4.10 Traffic management decision making matrix

For the purposes of the traffic management decision making matrix below the meaning of **On Time**, **Ahead** and **Late** are determined by the scheduling of Train Paths in the DTP. For example, if a Train is travelling in accordance with the DTP path allocated to it, it is running **On Time**.

		Train A – Current Status			
		Train A	Train Running “On Time”	Train Running “Ahead”	Train Running “Late”
	Train B	Objective	On Time Exit	On Time Exit	<ol style="list-style-type: none"> <li>1. Lose no more time</li> <li>2. Make up time</li> <li>3. Hold the gain</li> </ol>
Train B – Current Status	Train Running “On Time”	On Time Exit	Scheduled Cross	A or B Rule 2	B Rule 3
	Train Running “Ahead”	On Time Exit	A or B Rule 2	A or B Rule 2	B Rule 3
	Train Running “Late”	<ol style="list-style-type: none"> <li>1. Lose no more time</li> <li>2. Make up time</li> <li>3. Hold the gain</li> </ol>	A Rule 1	A Rule 1	A or B Rule 4

**Rule 1:** Train B may be given priority on condition Train A will still meet its “On Time” objective, or as permitted by rules 5, 6, 7 and 8.

**Rule 2:** Both Trains must meet their “On Time” objective.

**Rule 3:** Train A may be given priority on condition Train B will still meet its “On Time” objective, or as permitted by rules 5, 6, 7 and 8.

**Rule 4:** Priority may be given to the Train where performance indicates it will lose least or no more time and even make up time and hold the gain, or as permitted by rules 5, 6, 7 and 8.

- Rule 5:** Passenger and livestock Trains may be given priority over other Trains if the Network Controller reasonably believes that this is consistent with the objectives of the Trains in question, as specified in the Train Service Entitlement/s for those Trains and/or the requirements of a Passenger Priority Obligation.
- Rule 6:** Where a Train is running “Late” due to a Below Rail Delay, it may be given preference over other Trains if the Network Controller reasonably believes that this is consistent with the critical objectives of the Trains in question, and that it will result in less aggregated consequential delays to other Trains than otherwise would be the case.
- Rule 7:** Where a Network Controller has to decide which of two Trains to give priority to, and both of those Trains are operated by the same Access Holder, the Network Controller may ask the Access Holder how it would prefer the Trains to be directed and, provided that taking the Access Holder’s preferred course of action does not adversely affect the Train Services of any other Access Holder, the Network Controller will follow the Access Holder’s request.
- Rule 8:** Where a Network Controller has to decide which of two Trains to give priority to, and those Trains are operated by different Access Holders, one may be given preference over the other if the Network Controller reasonably believes that this is consistent with meeting the coal supply objective(s) detailed in the System Rules (where there are System Rules in place).