

**SCHEDULE A**

***Rail Access Line Diagrams***



## **SCHEDULE B**

### ***Confidentiality Deed***

#### **BETWEEN**

**QR Network Pty Ltd (ACN 132 181 116)** of Level 14, 305 Edward Street, Brisbane  
in the State of Queensland

(***“QR Network”***)

#### **AND**

(***“Access Seeker”***)

#### **RECITALS**

- A.** The Access Seeker has made or intends to make enquiries of QR Network regarding the provision of Access and the parties may commence negotiation of the terms of an Access Agreement under which QR Network will provide the Access Seeker with Access to the Rail Infrastructure;
- B.** In the course of the Access Seeker's enquiry and/or during the negotiations for the provision of Access to the Access Seeker and/or during the term of the Access Agreement it is envisaged that the parties will have to provide each other with Confidential Information;
- C.** This deed sets out the terms upon which the parties will disclose Confidential Information to each other.

## OPERATIVE PROVISIONS

### 1. Definitions

- 1.1. Unless the context otherwise requires, and subject to Clause 1.2, terms defined in the Undertaking have the same meanings when used in this deed.
- 1.2. In this deed, the following words and expressions shall have the respective meanings:

**“Confidential Information”** means:

- (a) any information, data or other matter ('information') disclosed to a party by, or on behalf of, another party in contemplation of, or during the course of, the negotiations for Access in respect of which this deed was signed, or during the term of the Access Agreement that results from those Access negotiations, where:-
- (i) the disclosure of the information by the recipient might reasonably be expected to affect the commercial affairs of the owner of the Confidential Information; or
- (ii) the information is marked confidential by a party when disclosed; and
- (b) any information or data collected by QR Network or an Access Holder in the performance of an Access Agreement where the disclosure of the information by the collector might reasonably be expected to affect the commercial affairs of the other party to the Access Agreement, which party shall be deemed to be the owner of such Confidential Information;

provided that such information;

- is not disclosed in relation to services other than the provision of Access to Rail Infrastructure for the purpose of operating Train Services;
- is not already in the public domain;
- does not become available to the public through means other than a breach of the confidentiality provisions in this deed;
- was not in the other party's lawful possession prior to such disclosure; and
- is not received by the other party independently from a third party free to disclose such information, data or other matter;

and provided further that information will cease to be Confidential Information if the information has ceased to retain its confidential nature, for example:

- the disclosure of the information by the recipient would no longer reasonably be expected to affect the commercial affairs of the owner of the information;
- the information is now in the public domain through means other than a breach of the confidentiality provisions in this deed; or
- the information has been received by the recipient independently from a third party free to disclose the information;

**“Permitted Purpose”** means a purpose associated with responding to an Access Application, negotiating an Access Agreement or administering an Access Agreement.

**“Undertaking”** means the access undertaking prepared by QR Network and approved by the QCA in accordance with the Act.

## 2. Disclosure and Use of Confidential Information

- 2.1. Each party (“Recipient”) undertakes to keep confidential and not disclose any Confidential Information of the other party (“Owner”) or permit any person employed or engaged by it to disclose any such Confidential Information to any person (including other individuals employed or engaged by that party) except in accordance with this deed or the Undertaking, and to use Confidential Information of the other party only for a Permitted Purpose, unless:
- a) the Owner provides its prior written approval, which approval shall not be unreasonably withheld; or
  - b) the disclosure and/or use is:
    - (i) required or compelled by any law;
    - (ii) required or compelled by any order of a court;
    - (iii) required or compelled by notice validly issued by any Authority;
    - (iv) necessary for the conduct of any legal proceedings, including any dispute resolution process under the Undertaking or the Act;
    - (v) required under any stock exchange listing requirement or rule;
    - (vi) to the Safety Regulator;  
to the Recipient’s solicitors, barristers, or accountants under a duty of confidentiality;
    - (vii) to the Recipient’s banker or other financial institution, to the extent required for the purpose of raising funds or maintaining compliance with credit arrangements, if such banker or financial institution has executed a legally enforceable confidentiality deed in favour of the Owner;
    - (viii) requested by QR’s shareholding ministers;
    - (ix) for the purpose of facilitating Train Control directions where the disclosure of information is by QR Network in the usual course of undertaking Train Control Services;
    - (x) by any person involved in clearing an incident or emergency that is preventing the operation of Train Services on the Rail Infrastructure; or
    - (xi) subject to clause 2.4(a), to a Related Party of QR Network (“QR Party”) provided that the disclosure is in accordance with clauses 2.4(b) to (i) and subject to a legally enforceable agreement between QR Network and the QR Party with provisions requiring keeping confidential and not disclosing (and not permitting any person employed or engaged by that QR Party to disclose) Confidential Information disclosed to the QR Party by QR Network (provided

that QR Network must notify the QCA of any breach of such provisions of which QR Network becomes aware, and the actions QR Network has taken, or proposes to take, to rectify that breach (to the extent possible) and prevent further improper use or disclosure).

- 2.2. For the purposes of Clause 2.1(a), it is deemed to be unreasonable for QR Network to refuse to approve the disclosure of its Confidential Information by an Access Seeker to that Access Seeker's external consultant/s, independent adviser/s or Customer/s where the Access Seeker enters into a contract with the recipient of the Confidential Information on the following terms:
- a) specifying the individual/s employed by the recipient who may have access to any QR Network Confidential Information provided under the contract;
  - b) specifying that those individual/s must not disclose any QR Network Confidential Information provided under the contract to any other person unless otherwise agreed by QR Network; and
  - c) if required by QR Network, requiring the recipient to execute a confidentiality deed in favour of QR Network on terms and conditions reasonably satisfactory to QR Network.
- 2.3. For the purposes of Clause 2.1(a), it is deemed to be unreasonable for the Access Seeker to refuse to approve the disclosure of its Confidential Information by QR Network to QR Network's external consultant/s or independent adviser/s where QR Network enters into a contract with the recipient of the Confidential Information on the following terms:
- a) advising the recipient that a conflict of interest may exist with respect to the recipient providing services on a related matter to a QR Operational Business Group;
  - b) specifying the individual/s employed by the recipient who may have access to the Access Seeker's Confidential Information provided under the contract and, where QR Network has not been able to reasonably avoid appointing an external consultant or independent advisor to review, and provide advice in relation to Confidential Information and that same external consultant or independent advisor is also advising a QR Operational Business Group in relation to the same or a related matter, after receiving the recipient's assurance that those individuals are not, and will not for as long as the information remains Confidential Information, be working for a QR Operational Business Group on the same or a related matter;
  - c) specifying that those individual/s must not disclose the Access Seeker's Confidential Information provided under the contract to any person outside of QR Network; and
  - d) if required by the Access Seeker, requiring the recipient to execute a confidentiality deed in favour of the Access Seeker on terms and conditions reasonably satisfactory to the Access Seeker.

- 2.4. a) QR Network may disclose the Access Seeker's Confidential Information to:
- (i) individuals within QR Network (including the QR Network Chief Executive, QR Network Board and their respective Support Staff); and
  - (ii) the Chief Executive Officer of QR, the Chief Financial Officer of QR, the QR Board and their respective Support Staff.
- b) Subject to Clause 2.4(c), QR Network may disclose the Access Seeker's Confidential Information to those groups within QR specified in this Paragraph, provided that disclosure to each recipient is limited to the extent necessary to carry out a Permitted Purpose:
- (i) Rollingstock Engineering Division, QR Services in relation to Rollingstock or Rollingstock Interface issues;
  - (ii) Property Division, QR in relation to real property issues; and
  - (iii) QR Services employees in management level 2, 3 and 4 in relation to Rail Infrastructure issues.
- c) The Access Seeker may, in an Access Application, give notice to QR Network that it does not wish QR Network to disclose its Confidential Information to any one or more of the groups listed in Clause 2.4(b). If the Access Seeker gives such a notice to QR Network, then:
- (i) upon receipt of such notice QR Network may not disclose Confidential Information to the groups so noted;
  - (ii) QR Network will make reasonable efforts to suggest a reasonable alternate mechanism whereby whereby QR Network can obtain the information it requires to respond to the Access Application and the Access Seeker will not unreasonably withhold its agreement to this alternate mechanism. If the parties fail to agree on an alternate mechanism either party may seek to resolve the Dispute in accordance with the Dispute resolution process outlined in Clause 4.7 of the Undertaking;
  - (iii) all reasonable costs incurred by QR Network in obtaining information by means of an alternate mechanism agreed in accordance with Clause 2.4(c)(ii) may be recovered by QR Network from the Access Seeker as a debt due and owing. All relevant timeframes applicable to QR Network under the Undertaking will be extended by the same number of days as equals the number of days from QR Network's receipt of the Access Application to QR Network's receipt of the information it requires to respond to the Access Application; and
  - (iv) If
    - the Dispute resolution process determines that no reasonable alternate mechanism exists whereby QR Network can reasonably obtain the information it requires to respond to the Access Application; or
    - the parties fail to agree on an alternate mechanism but do not seek resolution by the Dispute resolution process;

QR Network may give a Negotiation Cessation Notice to the Access Seeker, in accordance with Paragraph 4.6(b) of the Undertaking.

- d) QR Network may disclose the Access Seeker's Confidential Information to a QR Operational Business Group where:
  - (i) the Access Seeker approves such disclosure;
  - (ii) such disclosure is required for a Permitted Purpose in respect of Access to a station or platform, provided that any disclosure is limited to the extent required for this purpose;
  - (iii) such disclosure is required for the purpose of facilitating the performance of Field Incident Management and Yard Control services, provided that any disclosure is limited to the extent required for this purpose; or
  - (iv) such disclosure is required for the purpose of facilitating the performance of scheduling and Train Control Services in the Metropolitan Region, provided that any disclosure is limited to the extent required for this purpose.
  
- e) If, for a Permitted Purpose, QR Network wishes to disclose the Access Seeker's Confidential Information to a QR employee or group (or an employee or group of a Related Party of QR other than QR Network) not specified in Clauses 2.4(a), (b) or (d), or to a group specified in Clause 2.4(b) on an issue not specified in that Clause, QR Network must:
  - (i) obtain the consent of the Access Seeker prior to making the disclosure; and
  - (ii) only disclose the Confidential Information to that employee or group to the extent necessary for the Permitted Purpose.
  
- f) QR Network will not, where reasonably practicable, disclose the Access Seeker's Confidential Information to a QR employee (or an employee of a Related Party of QR) where that person is advising one of the QR Operational Business Groups in relation to the same or a related matter. Where such a situation is not reasonably avoidable, notwithstanding the provisions of Clause 2.4(b), QR Network must obtain the consent of the Access Seeker prior to making the disclosure.
  
- g) If, during the process of responding to an Access Application or negotiating an Access Agreement, QR Network seeks the consent of an Access Seeker for the disclosure of Confidential Information pursuant to Clause 2.4 (e) or (f) and:
  - (i) where such consent has been sought during the Negotiation Period and the owner of the Confidential Information refuses its consent to the disclosure of that Confidential Information, or fails to respond to QR Network's request for consent within thirty (30) days of its receipt of QR Network's written request, then QR Network may give a Negotiation Cessation Notice to the Access Seeker, in accordance with Paragraph 4.6(b) of the Undertaking; or
  - (ii) where such consent has been sought at any time during the negotiation process (including during the Negotiation Period) and the owner of the Confidential Information fails to respond to QR

Network's request for consent within five (5) days of its receipt of QR Network's written request (referred to as the "Consent Response Date"), then all relevant timeframes applicable to QR Network will be extended by the same number of days as the day on which a response is given exceeds the Consent Response Date.

This Paragraph does not apply where QR Network has requested consent to disclose the information to a QR Operational Business Group.

- h) If, during the process of administering an Access Agreement, QR Network seeks the consent of the Access Seeker for the disclosure of Confidential Information pursuant to Paragraph 2.4(e) or (f), such consent shall not be unreasonably withheld. If the Access Seeker fails to respond to QR Network's request for consent within thirty (30) days of its receipt of QR Network's written request, consent shall be deemed to have been given. This Clause does not apply where QR Network has requested consent to disclose the Confidential Information to a QR Operational Business Group.
  - i) The Access Seeker acknowledges that the Ringfencing Compliance Officer, and QR employees in Internal Audit and Information Services Division will from time to time, in the course of their duties, have access to the Access Seeker's Confidential Information. QR Network is permitted to disclose Confidential Information to these employees, to the extent necessary for these employees to perform their duties, without obtaining the consent of the Access Seeker.
- 2.5. For the purpose of this deed, a person who has been a consultant or contractor to either QR Network or the Access Seeker for a continuous period of at least three months, who works at least an average of 30 hours per week for that party, and who is subject to confidentiality obligations in favour of that party, shall be treated as if they were an employee of that party rather than an external consultant or independent adviser of that party.

### **3. General Obligations**

3.1. Each Recipient acknowledges and agrees that:

- a) the Confidential Information of the Owner is confidential to the Owner and is and remains at all times the valuable and exclusive property of the Owner;
- b) the Recipient is responsible for any use or disclosure of Confidential Information which is contrary to the provisions of this deed by persons to whom the Recipient discloses the Confidential Information, and shall take such steps as may be necessary to prevent any such improper use or disclosure (including enforcing any confidentiality deed or confidentiality provisions contained in another arrangement pursuant to which the Recipient disclosed that Confidential Information);
- c) the Recipient shall not copy or reduce into tangible, visible or recorded form or allow to be copied or reduced into tangible, visible or recorded form, any Confidential Information furnished to it by or on behalf of the Owner except to the extent necessary to carry out a Permitted Purpose;

- d) this deed shall not be construed as assigning any other rights to use Confidential Information, or as granting to the Recipient any licence or other rights relating to any Confidential Information or other intellectual property rights owned by the Owner;
- e) the Recipient shall secure and protect the Confidential Information received from the Owner from unauthorised disclosure, access or use;
- f) the Owner may take legal proceedings against the Recipient and/or any third party if there is any actual, threatened or suspected breach of this deed or a breach by a Related Party of QR Network of a confidentiality deed or confidentiality provisions contained in another arrangement with QR Network pursuant to which the Confidential Information was disclosed to it; and
- g) damages may be inadequate compensation for breach of this deed and, subject to the court's discretion, the Owner shall be entitled to specific performance of this deed and may restrain, by an injunction or similar remedy, any conduct or threatened conduct which is or will be a breach of this deed.

#### **4. Liquidated Damages**

- 4.1. Subject to Clause 5.1, where the Access Seeker can establish that a QR Operational Business Group is in possession of the Access Seeker's Confidential Information, QR Network will pay to the Access Seeker an amount of \$10,000 by way of liquidated damages in full and final settlement of any claim that the Access Seeker may have against QR Network in respect of the breach, UNLESS QR Network can establish that the QR Operational Business Group came into possession of the Confidential Information by means other than as a result of a breach by QR Network of Clause 2.4 or a breach by a Related Party of QR Network of a confidentiality deed or confidentiality provisions contained in another arrangement with QR Network pursuant to which the Confidential Information was disclosed to it.
- 4.2. Any Dispute arising in connection with this Clause may be referred to the QCA. The QCA's review will determine whether QR Network is liable to pay the complainant the liquidated damages specified in Clause 4.1.

#### **5. Compensation for loss in excess of \$50,000**

- 5.1 If the Access Seeker is able to establish that it has suffered more than \$50,000 loss or damage as a result of a breach by QR Network of Clause 2.4 or a breach by a Related Party of QR Network of a confidentiality deed or confidentiality provisions contained in another arrangement with QR Network pursuant to which the Confidential Information was disclosed to it, this deed shall not preclude the Access Seeker from taking action to recover compensation from QR Network in any court of competent jurisdiction. In these circumstances the parties agree that QR Network shall not be liable to the Access Seeker for the payment of liquidated damages in accordance with

Clause 4.

## **6. General**

- 6.1. Nothing in this deed obliges either party to disclose any particular Confidential Information or enter into any further agreement with the other party if it decides, in its absolute discretion, that it is not in its commercial interests to do so.
- 6.2. Unless otherwise terminated by mutual consent in writing, this deed will continue in force notwithstanding:
  - a) any subsequent termination of any discussions or negotiations between the parties; or
  - b) the return of all copies of the Confidential Information to the Owner.
- 6.3. This deed is personal to the parties and may not be assigned or otherwise transferred in whole or in part without the prior written consent of the other party.
- 6.4. The laws of Queensland will govern the construction and performance of this deed and the parties submit to the non-exclusive jurisdiction of the Supreme Court of Queensland. This deed constitutes the entire agreement between the parties in respect of the Confidential Information and supersedes all previous agreements and understandings in respect of the Confidential Information. Nothing in this deed derogates from any obligation of QR Network under the Undertaking with respect to the Confidential Information.
- 6.5. In this deed, references to Clauses are references to Clauses contained in this deed unless otherwise stated.

**[Appropriate execution clauses to be included.]**

## **SCHEDULE C**

### ***Summary of Information Requirements as part of Access Application***

#### **1. ACCESS SEEKER'S NAME AND CONTACT DETAILS**

(if the Access Seeker is an unincorporated joint venture, all parties should be identified)

#### **2. COAL & FREIGHT TRAIN SERVICES**

##### *(a) Train Service Description*

- Route of operation (include diagram if necessary)
- Required term of Access Agreement
- Method of transporting freight (e.g. containers, louvered wagons, bulk wagons)
- Description of freight
- Net tonnes of product per annum each year of operation, represented on a monthly basis (where monthly railings are not even)

##### *(b) Timetable Requirements*

- Whether new service or variation to existing service for the Access Seeker
- Whether new service or variation to existing service on the rail network
- Required frequency of Train Services, including weekly requirements, seasonality variations and any trends over the agreement term
- Preferred departure and arrival windows on preferred days of operation, separately for forward and return journeys, where relevant
- Requirements for shunting or dwell times enroute, separately for forward and return journeys

##### *(c) Rollingstock Details*

- Proposed number of locomotives per Train
- Proposed number of wagons per Train
- Type and class of locomotive
- Mass of each locomotive (includes full sand and fuel load)
- Type and class of wagons
- Nominal gross mass of wagon
- Tare mass of each wagon

- Tare mass per container
- Average number of containers per wagon
- Average proposed load (of product) per wagon
- Maximum proposed gross tonnes per wagon
- Maximum axle load
- Gross tonnes per Train Service, separately for forward and return journeys
- Total length of train (including locomotives)

(d) *Infrastructure Requirements*

- Details of any infrastructure enhancements that may be necessary for operation of service, where known

### **3. PASSENGER TRAIN SERVICES**

(a) *Train Service Description*

- Route of operation (include diagram if necessary)
- Required term of Access Agreement
- Type of passenger traffic (e.g. long distance, commuter, tourist)

(b) *Timetable Requirements*

- Whether new service or variation to existing service for the Access Seeker
- Whether new service or variation to existing service for the rail network
- Required frequency of Train Services, including weekly requirements, seasonality variations and any trends over the agreement term
- Preferred departure and arrival windows on preferred days of operation, separately for forward and return journeys
- Requirements for shunting or dwell times enroute, separately for forward and return journeys

(c) *Rollingstock Details*

- Total number of locomotives per Train
- Total number of carriages per Train
- Total number of passenger multiple units (PMU) per Train
- Type and class of locomotive
- Mass of each locomotive (including full sand and fuel load)
- Type and class of carriage
- Nominal gross mass of each carriage
- Type and class of PMU
- Average gross mass of PMU

- Maximum number of vehicles
- Maximum axle load
- Total length of Train (including locomotives)
- Gross tonnes per Train Service, separately for forward and return journeys
- Maximum operation speed separately for loaded and empty Trains

(d) *Infrastructure Requirements*

- Details of any infrastructure enhancements that may be necessary for operation of service, where known

**SCHEDULE D*****Preliminary and Additional Information*****PART A. PRELIMINARY INFORMATION****1. Information Pack**

<b>Content</b>	<b>Cost</b>	<b>System Definition</b>
(a) Introduction <ul style="list-style-type: none"> <li>Criteria for use of data</li> <li>Purpose of document</li> </ul>	\$500.00 per system	Blackwater
(b) Civil Infrastructure <ul style="list-style-type: none"> <li>Description of the railway</li> <li>Description of Track</li> <li>Operational constraints, eg grades and curves</li> </ul>		Brisbane Metropolitan
(c) Signals and Operational Systems <ul style="list-style-type: none"> <li>Description of safeworking systems</li> </ul>		Central Western
(d) Telecommunications <ul style="list-style-type: none"> <li>Description of communication system used</li> </ul>		Goonyella
(e) Electric Traction <ul style="list-style-type: none"> <li>General system description</li> </ul>		Maryborough
(f) Rollingstock Interface Requirements <ul style="list-style-type: none"> <li>Track gauge</li> <li>Axle load/s</li> <li>Train speed/s</li> <li>Rollingstock gauge</li> <li>Noise limits</li> </ul>		Moura
(g) Locality Information <ul style="list-style-type: none"> <li>Terrain information</li> <li>Climatic conditions and resultant system disruptions</li> </ul>		Mt Isa
(h) Committed Corridor Upgrades		Newlands
(i) Relevant Maps and Drawings (CD version) <ul style="list-style-type: none"> <li>Corridor maps</li> <li>Working plan and section drawings</li> </ul>		North Coast Line
(j) Level Crossings <ul style="list-style-type: none"> <li>Number of level crossings</li> <li>Type of protection used</li> </ul>		South Western
(k) Train Operations <ul style="list-style-type: none"> <li>Sectional running times (calculated based on the projected average sectional running times for the</li> </ul>		Tablelands
		Western

<ul style="list-style-type: none"> <li>• Predominant Train Service)</li> <li>• Maximum Train lengths</li> <li>• Incident recovery times</li> </ul>		
(l) Description of Systems <ul style="list-style-type: none"> <li>• Operational</li> <li>• Safeworking</li> </ul>		
(m) Capacity Information <ul style="list-style-type: none"> <li>• MTP *</li> </ul>		

- \* The MTP is provided subject to the following caveats:
- The identity of other Access Holders will not be detailed on the information provided;
  - The terms and conditions of other Access Holders' Train Service Entitlements will not be detailed; and
  - The MTP will not show all parts of the Rail Infrastructure, and as such may not show all Train Services that may impact on the Capacity of the Rail Infrastructure detailed, but QR Network will note those other parts of the Rail Infrastructure where interaction with other Train Services is most likely to impact on the Capacity of the Rail Infrastructure detailed.

## 2. Access to Rail Corridor

Content	Cost
Access to the rail corridor *	Nil

- \* This advice will identify if QR Network does not have authority to authorise Access Seekers to access land upon which Rail Infrastructure on a route nominated by the Access Seeker is situated and, if so, will include the following information:
- Identification of the relevant party (including that party's name, address and contact details) that the Access Seeker would need to obtain approval from to gain access to that land, where this information is reasonably available to QR Network;
  - Advice as to the nature and extent of the rights, if any, that QR Network holds in relation to the relevant land; and
  - A notice that may be provided to that party identifying that QR Network has no objection to the Access Seeker negotiating for access to that land.

## 3. Rollingstock Interface Standards

Content	Cost
QR Network Rollingstock Interface Standards *	\$1,000.00 per set

- \* QR Network Rollingstock Interface Standards are provided subject to the following caveats:
- QR Network will provide uncontrolled versions of the documents; and
  - Changes may occur to the documents subsequent to their provision.

#### 4. Commercial Information

Content		Cost
Reference Tariffs	<p><u>Blackwater System</u></p> <ul style="list-style-type: none"> <li>➤ Central Blackwater Cluster</li> <li>➤ North Blackwater Cluster</li> <li>➤ Stanwell Cluster</li> <li>➤ South West Blackwater</li> </ul> <p><u>Goonyella System</u></p> <ul style="list-style-type: none"> <li>➤ North Goonyella Cluster</li> <li>➤ South Goonyella Cluster</li> <li>➤ West Goonyella Cluster</li> <li>➤ Gregory Branch via Goonyella Cluster</li> <li>➤ Central Goonyella Cluster</li> </ul> <p><u>Moura System</u></p> <p><u>Newlands System</u></p> <p><u>Western System</u></p>	Nil
Applicable QR Network Standard Access Agreement		Nil

## **PART B. ADDITIONAL INFORMATION**

### **1. Capacity Information**

- a) The relevant current DTP, assessed in accordance with Paragraph (b) below, for the relevant part of the Rail Infrastructure subject to the following caveats:
  - (i) the identity of other Access Holders will not be detailed on the information provided;
  - (ii) the terms and conditions of other Access Holders' Train Service Entitlements will not be detailed; and
  - (iii) the DTP will not show all parts of the Rail Infrastructure, and as such may not show all Train Services that may impact upon the Capacity of the Rail Infrastructure detailed, but QR Network will note those other parts of the Rail Infrastructure where interaction with other Train Services is most likely to impact on the Capacity of the Rail Infrastructure detailed.
- b) The relevant current DTP will be assessed as:
  - (i) for an Access Application in respect of a Timetabled Traffic, the current DTP for the relevant day (or days) of the week; or
  - (ii) for an Access Application in respect of a Cyclic Traffic, the current DTPs for a week, unless QR Network reasonably believes that provision of DTPs for a longer period of time is required in order that the DTPs show a use of Capacity that is representative of current utilisation.
- c) Access to Train Control diagrams, indicating actual running of Train Services against the relevant DTP, for those days for which the DTP has been provided in accordance with Paragraph (a) above.

### **2. Information for EIRMR**

- a) All relevant information reasonably available to QR Network that is required for the purpose of the Access Seeker's EIRMR, in accordance with Paragraph 8.2.1(b).

### **3. Information for Interface Risk Assessment**

- a) All relevant information reasonably available to QR Network that is required for the purpose of the Interface Risk Assessment, in accordance with Paragraph 8.1.1(c).

### **4. Other Information**

- a) Other information as follows:
  - (iv) information required in accordance with s.101(2) of the Act, to the extent that this information has not already been provided; and

- (v) other information that is reasonably required by the Access Seeker in accordance with s.101(1) of the Act, provided such information is reasonably able to be provided by QR Network and cannot be reasonably obtained from a source other than QR Network.

## **SCHEDULE E**

### ***Principles for inclusion in Standard Access Agreement***

#### **1. Access Rights**

- The Access Agreement will provide for non-exclusive Train Service Entitlements for the operation of Train Services in terms of agreed service levels over the nominated network.
- Long term Train Service Entitlements can be varied only in accordance with agreed scheduling procedures specified in the Access Agreement or as otherwise agreed between the parties. The Network Management Principles should guide the performance of the scheduling function by QR Network and be incorporated by reference in the Access Agreement.
- It is the responsibility of the Access Seeker entering into an Access Agreement with QR Network to ensure that the operator of Train Services utilising the Access Rights is Accredited.
- Access Agreements will be for a specified term and include a good faith negotiation process for renewal.

#### **2. Access Charges**

- Access Charges are to be agreed between the parties and payable in accordance with reasonable payment terms set out in the Access Agreement. Late payments or credits by either party will bear interest at an agreed default rate.
- The Access Agreement will provide for a fair and reasonable mechanism for dealing with bona fide Disputed invoices.
- The Access Agreement may provide for periodic review of Access Charges.
- Unless otherwise stated, all amounts payable under the Access Agreement are exclusive of GST.
- In appropriate cases QR Network may require lodgement of a security deposit to secure performance by the Access Holder of its obligations under the Access Agreement having regard to QR Network's reasonable assessment of the creditworthiness of the Access Holder. Any required security deposit should reflect the cash flow risk that QR Network has taken on.
- Where there are no security arrangements in place and a user defaults on its payments, QR Network is entitled to require some form of security deposit

equivalent to its financial exposure, where the default was not attributable to a legitimate Dispute.

- An Access Holder paying a cash security deposit should be credited with interest on the security at a market-based rate for as long as it is held by QR Network.

### **3. Train Service Entitlements**

- The Access Holder shall not be entitled to commence Train Services unless and until all provisions of the Access Agreement required to be completed or complied with prior to the commencement of Train Services have been completed or complied with by the due date specified in the Access Agreement. QR Network will use all reasonable endeavours to cooperate with the Access Holder to facilitate the Access Holder's completion or compliance with such requirements.
- The Access Holder must only operate Trains of the nominated specification for the transport of the nominated product type over the nominated network.
- The Access Agreement will contain provisions regarding the resumption of capacity by QR Network. Unless otherwise agreed by the parties, the provisions will include objective criteria to assess consistently under-utilised capacity, a requirement that there be either a reasonable expectation of a sustained alternative demand or a reasonable expectation of a commercial benefit for the provision and management of the infrastructure sufficiently material to justify the resumption of capacity and a Dispute resolution process conducted by an expert. Appropriate adjustments will be made to the Access Charges payable following a reduction in Train Service Entitlements.

### **4. Day-to-Day Train Movements**

- QR Network is to have responsibility for Train Control and shall exercise Train Control having regard to the safe conduct of rail operations on the nominated network.
- QR Network and the Access Holder shall ensure that the operation of Train Services is in accordance with entry and exit times in the relevant Daily Train Plan unless otherwise permitted by the Network Management Principles or varied in the circumstances specified in the Access Agreement (which normally include safety considerations, force majeure, incidents or emergencies, track possessions in accordance with the Access Agreement or as otherwise agreed between the parties, such agreement not to be unreasonably withheld).
- The Network Management Principles establish the procedures QR Network must follow in varying the Daily Train Plan.
- The Access Holder is required to comply with all QR Network Train Control directions and ensure all Trains and Rollingstock are equipped with

appropriate communication systems to comply with the agreed Rollingstock Interface Standards.

## 5. Train Operations

- The Access Agreement will specify all reasonable operational, communication and procedural requirements for Train Services.
- QR Network and the Access Holder are to comply with all laws, Safeworking Procedures and Safety Standards and all other train operations requirements in the Access Agreement. Safeworking Procedures and Safety Standards will as far as practicable be consistent for all Railway Operators on the nominated network.
- The Access Holder must obtain certification from an appropriately qualified person whom both parties accept as being competent to provide certification for the Access Holder's Rollingstock and Rollingstock Configurations. QR Network has a right to view a certificate of compliance and associated test results from an Access Holder in order to satisfy itself that the Rollingstock and Rollingstock Configurations are as agreed by the two parties in the IRMP and, if QR Network is so satisfied the Rollingstock and Rollingstock Configurations so certified will be included in the Rollingstock specification as being authorised to operate on the nominated network subject to continuing compliance with the IRMP and the Rollingstock specification.
- The Access Agreement will specify relevant Rollingstock Interface Standards. QR Network may vary the agreed Rollingstock Interface Standards, the Safeworking Procedures and Safety Standards and other System-wide Requirements in respect to the management of the Rail Infrastructure in the following circumstances:
  - on safety grounds, acting reasonably, at any time following consultation with the Access Holder and the provision of reasonable notice to the Access Holder. In such circumstances, each party is responsible for its own costs (including the costs of additional or modified equipment) in complying with the system wide change;
  - in any other circumstance requiring a system wide change, QR Network may, acting reasonably, negotiate such changes with the Access Holder and the Access Holder must not unreasonably withhold its consent to the change. Each party is responsible for costs in complying with the system wide change (including the cost of additional or modified equipment or modification of either party's Rollingstock) as agreed between them or, failing agreement, as determined by an expert.
- The parties should agree specific performance levels and measurement criteria as a basis for creating effective performance management and incentives. This may involve financially based incentives and sanctions. The performance levels may also be reviewed periodically.
- The Access Holder is responsible for the safe operation of its Rollingstock on the nominated network and must ensure that at all times its Rollingstock and Rollingstock Configurations comply with all applicable laws, the Rollingstock

specification and the Rollingstock Interface Standards specified in the Access Agreement.

- QR Network may suspend the operation of Rollingstock and Trains for actual non-compliance or (acting reasonably) anticipated non-compliance with all applicable laws, the Rollingstock specification and the Rollingstock Interface Standards specified in the Access Agreement where such non-compliance creates a risk to the safety of any person or a material risk to property. QR Network may also suspend the operation of the affected Rollingstock and Trains for actual non-compliance where such non-compliance does not create a risk to the safety of any person or a material risk to property and the Access Holder has failed to rectify the non-compliance within a reasonable period of time. Where QR Network suspends Rollingstock and/or Trains in these circumstances, the suspension will only apply until the non-compliance is rectified or in the event of anticipated non-compliance, the Access Holder has demonstrated that it is in compliance.
- Where QR Network suspends an Access Holder's Rollingstock and/or Trains, it must provide the Access Holder with a written notice stating the grounds for suspension prior to, or immediately following, the suspension.
- The Access Holder must ensure all loadings of Rollingstock are secure.

## **6. Infrastructure Management**

- QR Network is responsible for the management and control of the nominated network.
- QR Network will carry out maintenance work on the nominated network such that, subject to any agreed criteria and the Network Management Principles, the infrastructure is consistent with the agreed Rollingstock Interface Standards and the Access Holder can operate Train Services in accordance with its Train Service Entitlements.
- QR Network may impose operational constraints (such as speed or load restrictions) for the protection of persons or property or to facilitate maintenance work or enhancements and has reasonable entitlements to take possession of the track for the purpose of maintenance work, emergency repairs and enhancements. In carrying out such work QR Network will use its reasonable endeavours to minimise disruption to Train Services so that the Access Holder can operate Train Services in accordance with its Train Service Entitlements.
- The Access Agreement will contain possession protocols for consultation with the Access Holder regarding maintenance that will impact on the Access Holder's schedule.
- The Access Agreement will contain provisions requiring the parties to provide advice to each other in relation to factors that could affect the Access Holder's operation of Train Services or the integrity of the nominated network.

- Prior to the commencement of Train Services, the Access Holder may, subject to reasonable terms and conditions, inspect the nominated network for the purposes of assessing the operational, environmental and safety risks with respect to the infrastructure, as well as the standard of the infrastructure comprising the nominated network including, but not limited to, fencing and at-grade crossings. QR Network will not be liable for claims in relation to, or arising out of, the standard of the infrastructure except where QR Network fails to maintain the infrastructure such that, subject to any agreed criteria (including those specified in the Network Management Principles), it is consistent with the agreed Rollingstock Interface Standards and the Access Holder can operate Train Services in accordance with its Train Service Entitlements.

## **7. Incident Management**

- Prior to the commencement of Train Services the Access Holder is required to develop an emergency response plan containing procedures for dealing with incidents which must be compatible with QR Network's emergency procedures.
- In the event of an incident, QR Network is responsible for the overall coordination and management of incident responses and may, subject to using reasonable efforts to consult with the Access Holder, take any action it considers reasonably necessary to recommence services as soon as possible. The Access Holder is responsible for recovery of its Rollingstock in accordance with its emergency response plan.
- The Access Holder must cooperate and assist with the restoration of the network in accordance with directions from Train Controllers seeking to coordinate the clearance of network blockages. Any Access Holder so directed should be adequately compensated for doing so and is entitled to expect that all rail operators will be subject to the same obligation. QR Network has the right to pass through the cost of clearing the blockage to the party that has caused the damage.
- Investigations into incidents are to be commenced as soon as practicable after an incident and carried out in accordance with the process specified in the Access Agreement. The parties must cooperate in any investigation and consult in good faith in relation to the implementation of any recommendations.

## **8. Environmental Protection and Other Issues**

- All Environmental Laws, regulations and relevant guidelines must be complied with.
- Environmental management must be approached on a risk identification and risk management basis with respect to operations on the nominated network. Auditing requirements should be linked to the environmental risks posed by an Access Holder's Train Services and be established in that Access Holder's

Environmental Investigation and Risk Management Report (EIRMR) which should be amended as necessary from time to time to address ongoing risk and compliance issues.

- The Access Holder is required to inform QR Network of non-compliance with its Environmental Investigation and Risk Management Report (EIRMR) and provide details of how it intends to address the non-compliance. The Access Holder is required to rectify the non-compliance as soon as practicable having regard to the nature of the non-compliance, the reasonable interests of QR Network and any action required by the EPA.
- The Access Holder should comply with its obligations under the EP Act including any notices or directions it receives from the EPA. The Access Holder is required to inform QR Network of non-compliance with the Access Holder's obligations under the EP Act. Failure to comply with such an obligation, where that failure causes or threatens Serious Environmental Harm, establishes grounds for a material event of default.
- QR Network reserves the right to suspend the right of an Access Holder to operate on the nominated network if, in QR Network's reasonable opinion, the Access Holder's Train Services cause or threaten Material Environmental Harm or Serious Environmental Harm. A suspension will only apply until the Access Holder demonstrates to QR Network that the circumstances that gave rise to QR Network's right to suspend have ceased to exist.
- Where QR Network suspends an Access Holder's Train Services on environmental grounds, it must provide the Access Holder with a written notice stating the grounds for suspension prior to, or immediately following, the suspension.

## **9. Accreditation**

- QR Network must have and maintain Accreditation as a Railway Manager under the TIA to the extent required to perform its obligations under the Access Agreement.
- An operator Accredited as a Railway Operator under the TIA must operate Train Services and the operator must maintain such Accreditation to the extent required to perform its obligations under the Access Agreement.

## **10. Access Holder's Staff**

- The Access Holder is responsible for demonstrating through the Interface Risk Assessment process that it has in place a process for ensuring the competence of its staff performing safety related work.
- QR Network reserves the right to suspend the right of the Access Holder's Train Services to operate on the nominated network in the event of breach or (acting reasonably) anticipated breach of any laws relating to rail safety, QR Network Train Control directions, Safeworking Procedures or Safety

Standards. A suspension will only apply until the breach is rectified or, in the event of an anticipated breach, the Access Holder has demonstrated to QR Network that it is in compliance.

- Where QR Network suspends an Access Holder's Train Services, it must provide the Access Holder with a written notice stating the grounds for suspension prior to, or immediately following, the suspension.

## **11. Safety Risk Management**

- Safety risk management must be addressed by risk identification through the Interface Risk Assessment process and the formulation of an IRMP. The parties will be required to comply with the IRMP.

## **12. Inspection and Audit Rights**

- Rights of inspection and audit in relation to each party's compliance with the Access Agreement and inspection of Trains and Rollingstock shall be included in the Access Agreement.
- The Access Agreement will specify the terms and conditions on which the parties can carry out such inspections and audits.
- Each party will, in carrying out any inspection or audit, give the other party reasonable notice and use reasonable endeavours to minimise disruption to the other party's operations.

## **13. Insurance**

- The Access Agreement will provide for insurances to be effected by the parties to appropriately provide for the relevant insurance risks.

## **14. Indemnities and Liabilities**

- Each party is liable for, and is required to release and indemnify each other for, all claims in respect of personal injury, death or property damage caused or contributed to (to the extent of the contribution) by the wilful default or negligent act or omission of that party or its staff.
- The Access Holder is solely liable for and is required to release and indemnify QR Network for any damage to property or personal injury or death of any person being transported on Train Services except to the extent that the damage or harm is caused or contributed to (to the extent of the contribution) by the wilful default or negligent act or omission of QR Network or its staff. Unless otherwise agreed, the Access Holder shall extend to QR Network any exclusion or limitation of liability afforded by the Access Holder's conditions of carriage with its customers.

## 15. Limitation of Liability

- The liabilities of the parties for default shall be limited as agreed in the Access Agreement.
- Except as otherwise provided in the Access Agreement, neither party has any liability for Consequential Loss or loss of profits in any circumstances.
- Unless otherwise agreed in the Access Agreement, where a party:
  - (whether QR Network or the Access Holder), requires the conduct of an audit or inspection under Paragraph 8.1.7(e) or (f) of the Undertaking (as applicable); or
  - (being QR Network), suspends an Access Holder's Rollingstock, Trains and/or Train Services;

that party (referred to as the "First Party") will be liable for damages (including damages for Consequential Loss) to the other party in respect of loss or damage arising from the conduct of the audit or inspection or the suspension (as applicable) if, and only if, no reasonable person in the position of the First Party could have formed the view that the stated grounds for such an audit, inspection or suspension existed (such circumstances being referred to as the "Liability Trigger"), provided that the other party must use all reasonable endeavours to mitigate the loss or damage arising from the conduct of the audit or inspection or the suspension. The First Party shall bear the burden of establishing that the Liability Trigger has not occurred.

- The Access Agreement will specify the circumstances in which the Access Holder has a claim against QR Network for the non-provision of Access or the cancellation of a Train Service caused by breach of the Access Agreement or negligence by QR Network.
- The Access Agreement will specify the circumstances in which each party has a claim against the other party for delays to Train movements caused by breach of the Access Agreement or negligence by the other party.
- Claims by either party must be lodged within twelve months of the occurrence of the event or circumstance giving rise to the claim.

## 16. Material Change

- Access Charges will be adjusted to reflect the net impact of any material change where such material change results in a variation to the net cost to QR Network of performing its obligations under the Access Agreement.
- A material change shall be limited to changes in taxes, laws or funding from QR Network's Transport Service Payments. The effects of material changes should be assessed on a case-by-case basis and in consultation with the Access Holder.
- An independent expert will determine any Dispute regarding the impact on Access Charges as a result of a material change.

## **17. Disputes**

- Any Dispute between the parties is to be firstly referred in writing to the respective chief executives for resolution. If the Dispute is not resolved, then the parties may agree to refer the Dispute for resolution by an expert or arbitration. If there is no agreement to resolve the Dispute in this manner then the Dispute is to be determined by a court.

## **18. Default, Suspension and Termination**

- The Access Agreement will specify reasonable events of default and mutual rights of suspension and termination having regard to the commercial interests of both parties.

## **19. Force Majeure Event**

- The obligations of either party (other than an obligation to pay monies due) will be suspended where by reason of a Force Majeure Event that party is delayed in, or prevented from, carrying out its obligations under the Access Agreement. The Access Agreement will provide for relief in respect of the payment of Access Charges to the extent that QR Network is unable to provide Access Rights because of a Force Majeure Event affecting QR Network.
- If infrastructure on specified lightly trafficked corridors of the nominated network is damaged by a Force Majeure Event and in QR Network's reasonable opinion the cost of repairing the damage is not economic, QR Network may elect not to proceed with repairs or replacement unless the parties agree as to the funding of the cost of that work.
- The Access Agreement will provide for a process that might result in termination of the Access Agreement if circumstances of a prolonged Force Majeure Event prevent the performance by a party of its obligations.

## **20. Assignment**

- The Access Holder may assign the whole of its rights and obligations under the Access Agreement to a related body corporate, provided that the assignor remains liable for the performance of obligations under the Access Agreement or to a non-related body corporate, with the prior written consent of QR Network (such consent not to be unreasonably withheld).
- A change in control of an Access Holder not a publicly listed corporation will be deemed to be an assignment of the Access Agreement.

## **21. QR Network's Access Undertaking**

- The parties will comply with all applicable laws.

- The parties will comply with the terms of the Undertaking, including the ring fencing obligations, in effect from time to time, unless otherwise agreed in the Access Agreement.

## **SCHEDULE F**

### ***Reference Tariff Schedules***

#### **SECTION 1. COAL CARRYING TRAIN SERVICES**

##### **Part A. - General Provisions**

##### **1. Scope**

This Section specifies the Reference Tariffs applicable to nominated coal carrying Reference Train Services. This Section also specifies the methodology that will be used for determining a new Reference Tariff for a new coal carrying Reference Train Service where required in accordance with the Undertaking.

This Section has been developed by QR Network in accordance with the principles contained in Part 6 of this Undertaking and has been endorsed by the QCA for application in accordance with the terms and conditions set out in this Section. Part A contains the provisions that generically apply to all coal carrying Reference Train Services, Part B identifies the requirements specific to each nominated Reference Train Service on the Central Queensland Coal Region subject to this Section and Part C identifies the requirements specific to each nominated Reference Train Service on the Western System subject to this Section. The requirements set out in Parts B and C must always be read in conjunction with the provisions of Part A.

Each Reference Train Service includes a defined level of Below Rail Services as specified in Part 2 of the Undertaking. Consistent with Part 2 of the Undertaking, the Reference Train Service does not include any Above Rail Services such as the carrying out of any provisioning, inspection, testing and maintenance of Rollingstock, or storage, marshalling, shunting or other relocation of Rollingstock.

A varied Access Charge shall be applicable to Train Services that vary from the Reference Train Service characteristics specified in Clause 2.3 of this Part A and/or operate under terms and conditions with agreed variations from the requirements of Clause 2.4 of this Part A, but otherwise satisfy the nominated Reference Train Service description, whereby the varied Access Charge varies from the applicable Reference Tariff due to differences in cost or risk to QR Network of providing Access for that Train Service compared to the Reference Train Service. Clause 4 of this Part A describes how an Access Charge will vary from the Reference Tariff for specified variations of a Train Service from the Reference Train Service.

The provisions of this Section will be the basis for Access Charges negotiated for new Access Agreements for relevant Train Services or for rate review provisions that specifically refer to the Reference Tariff for the nominated Reference Train Service.

## **2. Reference Train Service Description**

### **2.1 Commodity Type**

The Reference Train Service carries bulk coal. In defining bulk coal, no differentiation is to be made between coal qualities or types, or between the end use markets of the coal.

### **2.2 Geographic Scope**

2.2.1 The Reference Train Service operates on the rail corridor directly connecting specified Nominated Loading Facility/ies and specified Nominated Unloading Facility/ies.

2.2.2 A new coal loading facility may only be added to the existing Nominated Loading Facilities for a Reference Train Service if it satisfies the requirements in relation to:

- (a) additional loading facilities that are set out in Part B or Part C for the relevant Reference Train Service; and
- (b) for coal carrying Train Services in the Central Queensland Coal Region, the minimum contribution to Common Costs, as set out in Clause 4.1 of Part B.

2.2.3 Diagrams showing the location of the Nominated Loading Facilities and the Nominated Unloading Facilities for a nominated Reference Train Service are included in the Information Pack for the relevant system.

### **2.3 Reference Train Service Characteristics**

2.3.1 Each Reference Train Service:

- (a) has a maximum length (including the locomotive/s) as specified in Part B or Part C for that Reference Train Service;
- (b) has a maximum axle load as specified in Part B or Part C for that Reference Train Service with loading in excess of this maximum axle load dealt with in accordance with the relevant Load Variation Table;
- (c) complies with the maximum speeds permitted on the Nominated Infrastructure as specified in the relevant Information Pack;
- (d) complies with QR Network's Rollingstock Interface Standards applicable to the Nominated Infrastructure;
- (e) is otherwise compatible with the Nominated Infrastructure described in the relevant Information Pack and requires no additional expenditure by QR Network to implement varied Below Rail controls identified in the IRMP or EIRMR;
- (f) operates in accordance with nominated sectional running times specified in the relevant Information Pack;
- (g) does not exceed the Loading Times specified in Part B or Part C for that Reference Train Service;
- (h) does not exceed the Unloading Times specified in Part B or Part C for that Reference Train Service;

- (i) operates as an empty Train on the return journey from the relevant Nominated Unloading Facility to the relevant Nominated Loading Facility;
- (j) has the ability to operate on the configuration of the Nominated Infrastructure existing at the Commencing Date without limiting the ability of existing Train Services to operate in accordance with their Train Service Entitlements;
- (k) utilises bottom dump wagons with the “KWIK DROP” door operating mechanism;
- (l) utilises measures to minimise coal spillage and/or leakage en route that are reasonable, having regard to the practices existing at the Commencing Date;
- (m) measured as an average over a Year, has a maximum Stowage period for each Train Service no greater than that specified in Part B for that Reference Train Service; and
- (n) has any other characteristics specified for that Reference Train Service set out in Parts B or C.

## 2.4 Conditions of Access

2.4.1 The Reference Train Service will operate in accordance with the terms and conditions of the Standard Access Agreement for coal carrying services that is incorporated in Volume 2 of this Undertaking.

2.4.2 Under the Access Agreement, QR Network will commit to operate the Rail Infrastructure such that, on average over a Year, the Below Rail Transit Time specified in Part B can be achieved for the relevant Reference Train Service.

## 3. Access Charge

### 3.1 Reference Tariff

3.1.1 The applicable Reference Tariff for a nominated Reference Train Service shall be assessed in accordance with the methodologies established in Clause 2 of Part B and Clause 4 of Part C.

### 3.2 Escalation of Reference Tariff

3.2.1 Each component of a Reference Tariff, except the QCA Levy, will automatically escalate on each Escalation Date in accordance with the following formula:

$$AT_n = AT_{n-1} \times \left( \frac{CPI_n}{CPI_{n-1}} \right)$$

where:

$AT_n$  means the value of the relevant Reference Tariff component to apply after escalation;

$AT_{n-1}$  means the escalated value of the relevant Reference Tariff component immediately prior to the relevant Escalation Date, or in the case of the First Escalation Date means the relevant Reference Tariff component

specified in Part B or Part C for each nominated Reference Train Service;

$CPI_n$  means the Consumer Price Index: All Groups - Brisbane (Australian Bureau of Statistics Publication No.6401.0), as first published, for the Quarter which commenced 6 months prior to the Escalation Date for which the variable  $AT_n$  is being determined; and

$CPI_{n-1}$  means the Consumer Price Index: All Groups - Brisbane (Australian Bureau of Statistics Publication No.6401.0), as first published, for the Quarter which commenced 9 months prior to the Escalation Date for which the variable  $AT_n$  is being determined.

3.2.2 Within seven (7) days of each Escalation Date following the Commencing Date, QR Network will publish the escalated components of the Reference Tariff on its website.

3.2.3 Where an error has been made in the calculation of the escalated components of a Reference Tariff, QR Network must correct the error so that the relevant components of the Reference Tariff are escalated in accordance with Subclause 3.2.1.

### 3.3 Variation of Reference Tariffs

3.3.1 QR Network will submit a variation of a Reference Tariff to the QCA:

- (a) in accordance with this Clause 3.3, if an Endorsed Variation Event or a Review Event occurs; or
- (b) subject to Subclause 3.3.3, within sixty (60) days:
  - (i) of a written notice being received from the QCA in accordance with Subclause 3.3.2; or
  - (ii) after the end of each Year of the Term if required to submit a variation under Subclause 3B of Part B.

3.3.2 The QCA may give QR Network a written notice requiring QR Network to submit a variation of a Reference Tariff if:

- (a) the QCA does not approve a variation of a Reference Tariff submitted by QR Network; or
- (b) QR Network fails to submit a variation of a Reference Tariff:
  - (i) within sixty (60) days of the QCA determining that an Endorsed Variation Event or a Review Event has occurred; or
  - (ii) it is required to submit under Subparagraph 3.3.1(b)(ii).

3.3.3 The QCA may grant QR Network an extension of the time for submitting, or resubmitting, a variation of a Reference Tariff if:

- (a) QR Network provides a written request to the QCA for an extension of time which includes the reasons why QR Network requires the extension of time; and
- (b) the extension of time is reasonable or necessary.

If the QCA grants QR Network an extension of time under this Subclause 3.3.3, QR Network must submit or resubmit the variation of a Reference Tariff within the time specified by the QCA.

3.3.4 The QCA may develop a variation of a Reference Tariff that is consistent with the requirements specified in this Clause 3.3 for the variation of a Reference Tariff:

- (a) if QR Network does not comply with a written notice given by the QCA under Subclause 3.3.2 or Paragraph 3.3.9(b) for it to submit, or resubmit, a variation of a Reference Tariff; or
- (b) if the QCA refuses to approve a variation of a Reference Tariff resubmitted by QR Network.

3.3.5 Where an Endorsed Variation Event occurs:

- (a) QR Network must, within sixty (60) days of QR Network knowing that an Endorsed Variation Event has occurred, submit a variation of the relevant Reference Tariff (including evidence that the Endorsed Variation Event has occurred and details of the methodology, data and assumptions used to vary the Reference Tariff);
- (b) if the QCA considers it appropriate, the QCA may publish details of QR Network's proposed variation of the relevant Reference Tariff and invite and consider comments from stakeholders regarding the proposed variation; and
- (c) the QCA may approve the proposed variation of the relevant Reference Tariff if the QCA is satisfied that:
  - (i) the Endorsed Variation Event has occurred; and
  - (ii) the variation of the Reference Tariff:
    - (A) is consistent with the change in the cost resulting from the Endorsed Variation Event;
    - (B) reflects the impact of the relevant Endorsed Variation Event on the financial position of QR Network's Below Rail Services (including the impact of incremental maintenance and incremental capital costs); and
    - (C) has been calculated as if all other Reference Tariffs were also being recalculated due to the occurrence causing the Endorsed Variation Event.

3.3.6 Where a Review Event occurs:

- (a) QR Network must, within sixty (60) days of QR Network knowing that a Review Event has occurred, submit a variation of the relevant Reference Tariff (including evidence that the Review Event has occurred and details of the methodology, data and assumptions used to vary the Reference Tariff);
- (b) the QCA will publish details of QR Network's proposed variation of the relevant Reference Tariff and invite and consider comments from stakeholders regarding the proposed variation; and
- (c) the QCA may approve the proposed variation of the relevant Reference Tariff if the QCA is satisfied that:
  - (i) the Review Event has occurred; and
  - (ii) the variation of the relevant Reference Tariff:

- (A) is consistent with the change in the cost resulting from the Review Event;
- (B) reflects the impact of the relevant Review Event on the financial position of QR Network's Below Rail Services (including the impact of incremental maintenance and incremental capital costs); and
- (iii) has been calculated as if all other Reference Tariffs were also being recalculated due to the occurrence causing the Review Event.

3.3.7 Where QR Network submits a variation of a Reference Tariff in accordance with Subparagraph 3.3.1(b)(ii):

- (a) the variation must:
  - (i) nominate the Reference Tariff to be varied;
  - (ii) include details of the methodology, data and assumptions used to vary the Reference Tariff; and
  - (iii) include details of and reasons for any amount used in preparing that variation in lieu of an Increment having been determined by the QCA;
- (b) the QCA may, to the extent it considers it appropriate to do so:
  - (i) publish details of QR Network's proposed variation of the relevant Reference Tariff; and
  - (ii) invite and consider comments from stakeholders regarding the proposed variation,  
  
(including in relation to any Increment sought by QR Network, or any deduction that should be made from System Allowable Revenue under subparagraph (iii) of the definition in Clause 5.2 of Part A). To the extent that stakeholders provide comments, QR Network must be given a reasonable period in which to provide a response to those comments to the QCA;
- (c) the QCA may adjust the variation but only to the extent that:
  - (i) the QCA has made a determination under Subparagraph 3B.2.1(b) of Part B in relation to an Increment; or
  - (ii) the QCA has made a determination regarding a deduction from System Allowable Revenue under subparagraph (iii) of the definition in Clause 5.2 of Part A; and
- (d) the QCA will approve the proposed variation of the Reference Tariff if the QCA is satisfied that the variation of the Reference Tariff is in accordance with Clause 3B of Part B and subject to any adjustment under Paragraph 3.3.7(c).

3.3.7A In making any determination regarding a deduction from System Allowable Revenue under subparagraph (iii) of the definition in Clause 5.2 of Part A, the QCA must have reference to:

- (a) any comments received from stakeholders pursuant to an invitation for comments made under Paragraph 3.3.7(b);

- (b) any response received from QR Network in relation to such stakeholder comments; and
- (c) any Claims for breach or negligence that have been made by an Access Holder under an Access Agreement in relation to the relevant Individual Coal System Infrastructure during the relevant Year and any response received from QR Network in relation to any such Claims (although the absence of any such Claims is not determinative).

3.3.7B The QCA must not make a determination to deduct an amount from System Allowable Revenue to the extent that QR Network has already paid compensation or damages under an Access Agreement in relation to the relevant breach or negligence.

3.3.7C Where a Claim, dispute or question, which may involve a determination as to whether a particular act or omission constitutes a breach or negligence, is the subject of proceedings before an expert, an arbitrator, a court or a tribunal or the subject of any other dispute resolution process ("Dispute Proceedings"), the QCA will not make a determination to deduct an amount from System Allowable Revenue until those Dispute Proceedings (including any appeal proceedings) have been finalised. The QCA will consider whether such a determination should be made upon the next time that QR Network submits a variation to the relevant Reference Tariff pursuant to Subclause 3.3.7 following finalisation of the Dispute Proceedings (including any appeal proceedings), and in doing so will be bound by any decision of the expert, arbitrator, court or tribunal as to whether the relevant act or omission constituted a breach or negligence by QR Network.

3.3.8 If the QCA approves a variation to a Reference Tariff:

- (a) the QCA will give QR Network a notice in writing stating the reasons for the QCA's decision;
- (b) the variation to the Reference Tariff will apply:
  - (i) from the Escalation Date immediately following the date of the occurrence of the Endorsed Variation Event or Review Event;
  - (ii) if the date of the occurrence of the Endorsed Variation Event or Review Event is the same as an Escalation Date, from the date of the occurrence of the Endorsed Variation Event or Review Event; or
  - (iii) if that variation arose as a result of the operation of Clause 3B and Paragraph 3.3.1(b)(ii), from 1 July of the Year following the Year in which the variation was submitted; and
- (c) QR Network must:
  - (i) publish the varied Reference Tariff on its website; and
  - (ii) advise Access Holders and Access Seekers, in respect of the relevant Reference Train Service, of the variation to the Reference Tariff.

- 3.3.9 If the QCA refuses to approve a variation to a Reference Tariff, the QCA will give QR Network a notice in writing:
- (a) stating the reasons for its refusal and the way in which the QCA considers that the variation should be amended; and
  - (b) requiring QR Network to vary the Reference Tariff in the way the QCA considers it appropriate and resubmit the variation to the QCA within thirty (30) days of QR Network receiving the notice.

3.3.10 QR Network must comply with a notice given under Paragraph 3.3.9.

3.3.11 The QCA may approve a resubmitted variation to a Reference Tariff or a variation to a Reference Tariff developed by the QCA under Paragraph 3.3.4, if the QCA is satisfied that the variation of the Reference Tariff:

- (a) is consistent with the matters specified under Subparagraph 3.3.5(c), 3.3.6(c) or 3.3.7(d) (as applicable); and
- (b) has been amended or developed in accordance with the QCA's decision.

#### **3.4 Varied Components of Applicable Access Charge**

3.4.1 Nothing in this Section will preclude QR Network and the Access Holder agreeing to Access Charges that have varied cash flows but the same net present value as the Reference Tariff as applied in accordance with the other provisions of this Section.

3.4.2 Varied cash flows could be achieved by variations to the structure of the charges and/or variations to the escalation arrangements. In any case the variation from the specified application of the Reference Tariff will be assessed on the basis of the risks and costs, including opportunity cost, associated with the timing of the resultant cash flows.

3.4.3 Nothing in this Section will preclude QR Network from seeking Access Conditions, pursuant to Subclause 6.5.2 of the Undertaking.

#### **3.5 Access Charges in the Central Queensland Coal Region**

3.5.1 Unless prior written approval from the QCA is received, QR Network must calculate all Access Charges used for coal-carrying Train Services in the Central Queensland Coal Region by reference to the same components as Reference Train Services (AT<sub>1</sub>, AT<sub>2</sub>, AT<sub>3</sub>, AT<sub>4</sub>, the QCA Levy, and AT<sub>5</sub> and EC if appropriate), even if the Train Service does not constitute a Reference Train Service.

### **4. Variations to Reference Train Service**

Where a Train Service differs from the Reference Train Service due to it not complying with Paragraph 2.3.1(f), then QR Network will, unless otherwise agreed with the QCA, quote an Access Charge that varies from the Reference Tariff by applying the following principles:

- (a) an estimate of the number of reference Train Paths used by the proposed Train Service will be determined as follows:

$$\text{rtp} = \frac{\text{maximum number of Reference Train Services at full utilisation}}{\text{maximum number of proposed Train Services at full utilisation}}$$

This value of rtp is used for the purpose of Clause 2.1 of Part B;

- (b) an estimate of the maximum number of train paths available for a Reference Train Service and for the proposed Train Service will be carried out using a readily available simulation package; and
- (c) in accordance with Subparagraph 4.3(a)(v) or Subparagraph 4.5.2(v) of the Undertaking (as applicable), QR Network will advise the Access Seeker how it has determined the value of rtp.

## 5. Definitions and Interpretation

5.1 In this Section, references to Parts, Clauses, Subclauses, Paragraphs and Subparagraphs are references to Parts, Clauses, Subclauses Paragraphs and Subparagraphs contained in this Section unless otherwise stated.

5.2 The following definitions are specific to this Schedule. In addition to these definitions, Part 10 of the Undertaking sets out the definitions of defined terms used in this Section and applicable to the Undertaking generally:

**“AT<sub>2-4</sub>”** means the aggregate of the AT<sub>2</sub>, AT<sub>3</sub> and AT<sub>4</sub> components of Access Charges;

**“Billing Period”** means a period of a calendar month;

**“Change in Law”** means:

- (i) any amendment, repeal, modification or enactment of any Law;
- (ii) any change in the interpretation or application, including by the exercise of delegated authority, of any Law resulting from a decision of a court or Authority;
- (iii) the making of any new directive, or any change in an existing directive, of any Authority;
- (iv) the imposition of a requirement for authorisations not required as at 30 June 2006;
- (v) after the date of grant of any authorisation, a change in the terms and conditions attaching to that authorisation or the attachment of any new terms or conditions; or
- (vi) any such authorisation as has been granted ceasing to remain in full force and effect or, if granted for a limited period, not being renewed on a timely basis on application therefore being duly made, or being renewed on conditions which are materially less favourable than those attached to the original authorisation.

**“Change in Relevant Taxes”** means:

- (i) the imposition of a new Relevant Tax;
- (ii) an increase in the rate of a Relevant Tax; or
- (iii) a change in the basis of calculation of a Relevant Tax;

**“Distribution Entities”** has the same meaning as given to that term in the *Electricity Act 1994 (Qld)*;

**“Endorsed Variation Event”** means the occurrence of any of the following events:

- (a) a Change in Law or a Change in Relevant Taxes occurs, that either alone or in combination with all other Changes in Law or Changes in Relevant Taxes that have occurred since 30 June 2006, would cause a change in the costs reflected in, for Reference Tariffs specified in Part B, the AT<sub>3</sub>, AT<sub>4</sub>, and/or AT<sub>5</sub> components of the relevant Reference Tariff and, for Reference Tariffs specified in Part C, the AT<sub>1</sub> component of the relevant Reference Tariff, of greater than two and a half percentage points (2.5%) excluding the impact of any Change in Law or Change in Relevant Taxes that have previously resulted in a variation of the Reference Tariff;
- (b) a change in the regulatory pricing of Queensland Electricity Transmission Corporation Limited that, either alone or in combination with all other changes in the regulatory pricing of the Queensland Electricity Transmission Corporation Limited that have occurred since 30 June 2006 and that have not previously resulted in a variation of the Reference Tariff, would cause a change in the costs reflected in the AT<sub>5</sub> component of the relevant Reference Tariff of greater than two and a half percentage points (2.5%);
- (c) a change in the pricing of one or more Distribution Entities and/or Retail Entities that either alone or in combination with all other changes in the pricing of relevant Distribution Entities and/or Retail Entities that have occurred since 30 June 2006 and that have not previously resulted in a variation of the Reference Tariff, would cause a change in the costs reflected in AT<sub>5</sub> and/or the EC component of the relevant Reference Tariff of greater than two and a half percentage points (2.5%);
- (d) for Reference Tariffs specified in Part B, a new Reference Tariff being approved for a new Reference Train Service which will operate on an existing Individual Coal System Infrastructure and an adjustment to the Reference Tariff/s for existing Reference Train Services operating on that same Individual Coal System Infrastructure is necessary to reflect the contribution to Common Costs made by the new Reference Train Service; or
- (e) the QCA Levy is reviewed (taking into account any over or under recovery of fees via the QCA Levy in the previous year) following the QCA's announcement of its fees for the provision of regulatory services for the rail industry.

**“Energy Charge” or “EC”** means that component specified in each applicable Reference Tariff in Part B for the supply of electric energy;

**“Escalation Date”** means the date being 1 January, 1 April, 1 July and 1 October in each year;

**“First Escalation Date”** means that date identified as the first escalation date for each nominated Reference Train Service in Part B or Part C;

**“GST”** means a tax in the nature of a supply or goods or services tax levied or imposed by the Commonwealth of Australia;

**“Increment”** means the amount as calculated under Clause 3B.2 of Part B;

**“Information Pack”** means the document issued by QR Network meeting the requirements of Clause 1 of Part A of Schedule D and relevant to the system in which the Nominated Infrastructure is located;

**“Law”** or **“Laws”** means a statute, ordinance, rule or regulation;

**“Loading Time”** means the time between a Train Service arriving at a Nominated Loading Facility and that same Train departing the Nominated Loading Facility, and for the purpose of clarity, this time runs from when a Train Service arrives at the entry signal to the Nominated Loading Facility until it has completed loading, presented at the exit signal, is ready to depart the Nominated Loading Facility and has advised the relevant Train Controller accordingly;

**“Load Variation Table”** means a table published by QR Network in respect to a nominated Reference Train Service or Train Service type identifying allowable overloads for wagons and bogies and specifying relevant Operational Constraints and additional charges, where applicable, for such overloads;

**“Nominated Infrastructure”** means that Rail Infrastructure over which the relevant Reference Train Service travels between the Nominated Loading Facility/ies and Nominated Unloading Facility/ies;

**“Nominated Loading Facility”** means a loading facility specified for a nominated Reference Train Service in Part B or Part C, and **“Nominated Loading Facilities”** has a corresponding meaning;

**“Nominated Unloading Facility”** means an unloading facility specified for a nominated Reference Train Service in Part B or Part C, and **“Nominated Unloading Facilities”** has a corresponding meaning;

**“QR Network Cause”** means where QR Network is unable to make Rail Infrastructure available for the operation of Train Services in accordance with an Access Holder’s Train Service Entitlement as a result of:

- (i) Planned Possessions, Urgent Possessions or Emergency Possessions;
- (ii) a Force Majeure Event; or
- (iii) any other action by QR Network, acting as Railway Manager, which may directly result in the Rail Infrastructure not being so available;

provided that the above reasons are not in any way attributable to the Access Holder;

**“Relevant Tax”** means a tax, charge, levy, duty, impost, rate, royalty, or imposition which is imposed on QR Network by, or payable by QR Network to, any Authority but does not include any income tax, fringe benefits tax, capital gains tax or any tax that replaces any of those taxes;

**“Retail Entities”** has the same meaning as given to that term in the *Electricity Act 1994 (Qld)*;

**“Review Event”** means a material change in circumstances which QR Network and the QCA agree may give rise to a need to vary a Reference Tariff, but only where QR Network has given written notice to the QCA of QR Network’s intention to propose a variation to that Reference Tariff under Clause 3.3 of Part A;

**“Storage”** means the storage of individual items of Rollingstock, long-term storage of Trains, or short-term storage of Trains where the Access Holder does not operate Train Services in accordance with its Train Service Entitlement;

**“Stowage”** means the short-term storage of Trains on the Rail Infrastructure, at locations specified by QR Network exercising its reasonable discretion, for the purpose of:

- (i) enabling an Access Holder to carry out scheduled Above Rail Services normally carried out during a scheduled operational cycle (such as crew changes, meal breaks, and provisioning) in accordance with the relevant Train Service Entitlement; and/or
- (ii) providing an Access Holder with a place to temporarily store its Train/s:
  - between scheduled Train Services in accordance with the relevant Train Service Entitlement; or
  - when the Access Holder cannot operate its Train Service in accordance with its Train Service Entitlement as the result of a breakdown situation or temporary outage of the Access Holder, the loading facility or the unloading facility, and/or unavailability of the Nominated Infrastructure; but does not include Storage;

**“System Allowable Revenue”** means:

- (i) for AT<sub>2-4</sub> in relation to an Individual Coal System Infrastructure, the total revenue from AT<sub>2-4</sub> arising from all Access Agreements in relation to that Individual Coal System Infrastructure that QR Network is entitled to earn over the relevant Year, as specified in Clauses 5.4, 6.4, 7.5 and 8.5 of Part B (as amended from time to time); and
- (ii) for the AT<sub>5</sub> component of Access Charges for either the Blackwater System or the Goonyella System, the total revenue from the AT<sub>5</sub> component of Access Charges arising from all Access Agreements in relation to that Individual Coal System Infrastructure that QR Network is entitled to earn over the relevant Year, as specified in Clauses 5.4 and 6.4 of Part B (as amended from time to time),

less

- (iii) for:
  - paragraph (i) of this definition any revenue from AT<sub>2-4</sub>; or
  - paragraph (ii) of this definition any revenue from the AT<sub>5</sub> component of Access Charges,

that (subject to Subclauses 3.3.7A to 3.3.7C) the QCA reasonably determines that QR Network would have otherwise been entitled to earn under all Access Agreements in relation to that Individual Coal System Infrastructure during the relevant Year, but which QR Network was not entitled to earn due to its own breach of an Access Agreement or negligence in the provision of Below Rail Services, provided that if that breach or negligence resulted in the non-provision of less than 10% of the total number of Train Services scheduled under an affected Access Agreement for any month during the relevant Year then no deduction will be made for revenue that QR Network was not entitled to

earn under that Access Agreement in connection with that breach or negligence.

**“System Forecast”** means the gtk for the relevant Individual Coal System Infrastructure that is specified for the relevant Reference Train Service in Part B;

**“System Gtk”** means the sum of the gtk for all coal carrying Train Services to the extent those Train Services travel on the relevant Individual Coal System Infrastructure over the relevant period;

**“Take or Pay”** means that part of the Access Charge payable pursuant to Subclause 2.2 of Part B or Clause 5 of Part C;

**“Total Actual Revenue”** means:

- (i) for AT<sub>2-4</sub> in relation to an Individual Coal System Infrastructure, the total revenue from AT<sub>2-4</sub> (including the amount of any Take or Pay amounts, Relinquishment Fees and transfer fees under Subclause 7.4.4 of the Undertaking which QR Network is entitled to be paid but, for the avoidance of doubt, less the amount of any reductions of those amounts in accordance with the Undertaking, and with the revenue from the AT<sub>2</sub> component calculated to reflect any variations made pursuant to clause 4 of Part A) arising from all Access Agreements in relation to that Individual Coal System Infrastructure that QR Network has actually earned over the relevant Year (whether or not actually collected by QR Network); and
- (ii) for the AT<sub>5</sub> component of Access Charges for each of the Blackwater System or the Goonyella System, the total revenue from the AT<sub>5</sub> component of Access Charges arising from all Access Agreements in relation to that Individual Coal System Infrastructure that QR Network has actually earned over the relevant Year (whether or not actually collected by QR Network),

provided that:

- (iii) in calculating the Take or Pay amounts, Relinquishment Fees and transfer fees under Subclause 7.4.4 of the Undertaking which QR Network is entitled to be paid for the purposes of determining the Total Actual Revenue for AT<sub>2-4</sub> under paragraph (i), QR Network is deemed to have contracted on the terms of the relevant Standard Access Agreement (as defined under the Undertaking, the 2005 Undertaking or the 2001 Undertaking, as applicable) that applied on the date of execution or renewal of an Access Agreement except for:
  - those Access Agreements which have been altered from that form in accordance with the terms of the Undertaking, the 2005 Undertaking or the 2001 Undertaking (as applicable) which applied on that date, for which QR Network's entitlement will be calculated to reflect the terms of such Access Agreements;
  - a New Access Agreement to the extent entered into as part of transferring Access Rights from an Old Access Agreement executed under or prior to the 2001 Undertaking, pursuant to Paragraph 7.4.4(f) of the Undertaking, which has not been renewed after 30 June 2006, for which QR Network's entitlement to Take or Pay amounts and Relinquishment Fees will be calculated on the basis that QR Network has contracted on the terms of:

- (A) for an Old Access Agreement executed under the 2001 Undertaking, the relevant Standard Access Agreement (as defined under the 2001 Undertaking) that applied on the date of execution of that Old Access Agreement; or
- (B) for an Old Access Agreement executed prior to the 2001 Undertaking, the terms of that Old Access Agreement; and
- for the avoidance of doubt, an Access Agreement executed prior to the 2001 Undertaking, for which QR Network's entitlement will be calculated to reflect the terms of that Access Agreement.

***“Unloading Time”*** means the time between a Train Service arriving at a Nominated Unloading Facility and that same Train departing the Nominated Unloading Facility, and for the purpose of clarity, this time runs from when a Train Service arrives at the entry signal to the Nominated Unloading Facility until it has completed unloading, presented at the exit signal, is ready to depart the Nominated Unloading Facility and has advised the relevant Train Controller accordingly.

## Part B. - Provisions Specific to Reference Train Services in the Central Queensland Coal Region

### 1. Reference Train Service Characteristics

- 1.1 Further to Subclause 2.3.1 of Schedule F, Part A, the Reference Train Service has, measured as an average over a Year, a maximum Stowage period for each Train Service no greater than that specified in Clauses 5 to 8 of this Part B for that Reference Train Service.
- 1.2 An Access Seeker for a Reference Train Service will have its Train Service Entitlement:
- based on its Trains being available for operation 24 hours per day and 360 days per year; and
  - specified in terms of a Cyclic Traffic operated evenly throughout each yearly, monthly and weekly period, and will comply with the applicable coal corridor scheduling procedures.

### 2. Access Charge

#### 2.1 Reference Tariff

- 2.1.1 The applicable Reference Tariff for a nominated Reference Train Service shall be assessed as:

$$\left( AT_1 \times \frac{gk}{1000} \right) + (AT_2 \times rtp) + \left( AT_3 \times \frac{ntk}{1000} \right) + (AT_4 \times nt) + \left( AT_5 \times \frac{egtk}{1000} \right) + \left( EC \times \frac{egtk}{1000} \right) + (QCALevy \times nt)$$

where:

- $AT_1$  is the incremental maintenance tariff specified as  $AT_1$  for the nominated Reference Train Service in Clauses 5 to 8 of this Part B;
- $AT_2$  is the incremental capacity tariff specified as  $AT_2$  for the nominated Reference Train Service in Clauses 5 to 8 of this Part B;
- $AT_3$  is the allocative part of the Reference Tariff that is levied on a net tonne kilometre basis specified as  $AT_3$  for the nominated Reference Train Service in Clauses 5 to 8 of this Part B;
- $AT_4$  is the allocative part of the Reference Tariff that is levied on a net tonne basis specified as  $AT_4$  for the nominated Reference Train Service in Clauses 5 to 8 of this Part B;
- $AT_5$  is the electric access tariff that is levied on an egtk basis specified as  $AT_5$  for the nominated Reference Train Service in Clauses 5 to 8 of this Part B;
- $gk$  is the gross tonne kilometres attributed to the relevant Train Service, being the total gross weight (in tonnes) of the Rollingstock utilised in the relevant Train Service (including all goods, product, persons or matter carried) multiplied by the distance (in kilometres) travelled by the Train Service;
- $rtp$  is the number of reference Train Paths used by the relevant Train Service where a Reference Train Service uses one reference Train Path;
- $nt$  is the net tonnes attributed to the relevant Train Service, being the total gross weight (in tonnes) of the Rollingstock when loaded utilised in the

- relevant Train Service (including all goods, product, persons or matter carried) less the weight of such Rollingstock (in tonnes) when empty;
- ntk is the net tonne kilometres attributed to the relevant Train Service, being the nt for the Train Service multiplied by the distance (in kilometres) travelled by the Train Service;
- egtk is the electric gross tonne kilometres attributed to the relevant Train Service, being the gtk for the Train Service if that Train Service uses electric traction, and zero if the Train Service does not use electric traction;
- EC is the electric energy charge specified as EC for the nominated Reference Train Service in Clauses 5 to 8 of this Part B; and
- QCA Levy is the fee allocated to the nominated Reference Train Service to cover the fees imposed by the QCA upon beneficiaries of its regulatory services specified in Clauses 5 to 8 of this Part B.

Where the above terms are used elsewhere in this Part B they shall have the same meaning.

- 2.1.2 The amounts of AT<sub>1</sub>, AT<sub>2</sub>, AT<sub>3</sub>, AT<sub>4</sub>, AT<sub>5</sub>, EC and the QCA Levy specified in Clauses 5 to 8 of this Part B are GST exclusive. An amount for GST will be added to the total calculated Access Charge, in accordance with the provisions of the applicable Access Agreement, when an Access Holder is invoiced.
- 2.1.3 For the purposes of this Part B, a Train Service is a one way Train Service, that is, the journey from the Nominated Loading Facility to the Nominated Unloading Facility is one Train Service, and the return journey from the Nominated Unloading Facility to the Nominated Loading Facility is a second Train Service.
- 2.1.4 For the purposes of this Clause 2.1 the measures gtk, rtp, ntk, nt and egtk shall be assessed for the relevant Train Service over the Billing Period for which the Reference Tariff is being calculated.

## **2.2 Take or Pay**

- 2.2.1 QR Network will be entitled to earn Take or Pay revenue in accordance with the provisions of this Subclause 2.2.
- 2.2.2 For Train Services for which Access Agreements are executed or renewed on or after 30 June 2006 (other than New Access Agreements entered as part of transferring Access Rights from Access Agreements in place on the day immediately prior to 30 June 2006 pursuant to Paragraph 7.4.4(f) of the Undertaking), the Take or Pay arrangements will be as specified in Subclause 2.2.3. For Train Services included in Access Agreements in place on the day immediately prior to 30 June 2006 (and not subsequently renewed after 30 June 2006) or New Access Agreements entered as part of transferring Access Rights from such Access Agreements pursuant to Paragraph 7.4.4(f) of the Undertaking, the Take or Pay arrangements will be as specified in Subclause 2.2.5.
- 2.2.3 Take or Pay revenue from a particular Reference Train Service will be determined for each Year, and invoiced following completion of that Year, as, subject to Subclause 2.2.4, the amount which is one hundred percentage points (100%) of the amount calculated by multiplying:

- (a)  $AT_2$ ,  $AT_3$  and  $AT_4$  (at the rate applicable in the final Quarter of the Year); by
- (b) the rtp, nt and ntk (as applicable) calculated by:
  - (i) the rtp, nt and ntk (as applicable) that would have been achieved for the subject Year had the full contracted entitlement been railed for the relevant Train Service; less
  - (ii) the rtp, nt and ntk (as applicable) not railed for the subject Year due to the non operation of Train Services for a QR Network Cause; less
  - (iii) the rtp, nt and ntk (as applicable) railed for the subject Year,

provided always that the amount of Take or Pay for the Year shall not be less than zero.

2.2.4 Notwithstanding Subclause 2.2.3, Take or Pay shall not be payable for a Year where the System Gtk exceeds 100% of the System Forecast identified for the nominated Reference Train Service, less the gtk not achieved due to the non operation of Train Services for a QR Network Cause.

2.2.5 Take or Pay revenue from a particular Reference Train Service will be determined in accordance with Clause 3.2 of the 2001 Undertaking, until such time that the amendments to Schedule F developed in accordance with Clause 3 take effect in accordance with Clause 3.8.

2.2.6 Notwithstanding Subclause 2.2.3, where the Total Actual Revenue for  $AT_{2-4}$  for an Individual Coal System Infrastructure less the aggregate amount of Take or Pay that QR Network would be entitled to earn from all Access Agreements in relation to that Individual Coal System Infrastructure executed or renewed on or after 30 June 2006 (other than New Access Agreements entered as part of transferring Access Rights from Access Agreements in place on the day immediately prior to 30 June 2006 pursuant to Paragraph 7.4.4(f) of the Undertaking) ("Total Revenue") is:

- (a) greater than or equal to the System Allowable Revenue for  $AT_{2-4}$  in relation to that Individual Coal System Infrastructure, Take or Pay shall not be payable for that Year under Access Agreements in relation to that Individual Coal System Infrastructure executed or renewed on or after 30 June 2006 (other than New Access Agreements entered as part of transferring Access Rights from Access Agreements in place on the day immediately prior to 30 June 2006 pursuant to Paragraph 7.4.4(f) of the Undertaking) ("UT2 Agreements");
- (b) less than the System Allowable Revenue for  $AT_{2-4}$  in relation to that Individual Coal System Infrastructure:
  - (i) QR Network will calculate the aggregate amount of Take or Pay that QR Network would be entitled to earn from all UT2 Agreements ("Total Actual Take or Pay"); and
  - (ii) if the Total Actual Take or Pay exceeds the amount by which the System Allowable Revenue for  $AT_{2-4}$  exceeds the Total Revenue for that Individual Coal System Infrastructure ("Maximum Take or Pay Amount"), then:

- (A) QR Network will calculate for each relevant Access Holder, the proportion that the Access Holder's Take or Pay amount bears to the Total Actual Take or Pay ("Proportion"); and
- (B) each relevant Access Holder's Take or Pay amount will be reduced to equal that Access Holder's Proportion of the Maximum Take or Pay Amount.

In determining what QR Network would be entitled to earn for the purposes of this Subclause 2.2.6, QR Network is deemed to have contracted on the terms of the relevant Standard Access Agreement (as defined under the Undertaking, the 2005 Undertaking or the 2001 Undertaking, as applicable) that applied on the date of execution or renewal of an Access Agreement, except for

- those Access Agreements which have been altered from that form in accordance with the terms of the Undertaking, the 2005 Undertaking or the 2001 Undertaking (as applicable) which applied on that date, for which QR Network's entitlement will be calculated to reflect the terms of such Access Agreements; and
- a New Access Agreement to the extent entered into as part of transferring Access Rights from an Old Access Agreement executed under or prior to the 2001 Undertaking, pursuant to Paragraph 7.4.4(f) of the Undertaking, which has not been renewed after 30 June 2006, for which QR Network's entitlement to Take or Pay amounts will be calculated on the basis that QR Network has contracted on the terms of:
  - (A) for an Old Access Agreement executed under the 2001 Undertaking, the relevant Standard Access Agreement (as defined under the 2001 Undertaking) that applied on the date of execution of that Old Access Agreement; or
  - (B) for an Old Access Agreement executed prior to the 2001 Undertaking, the terms of the Old Access Agreement; and
- for the avoidance of doubt, an Access Agreement executed prior to the 2001 Undertaking, for which QR Network's entitlement will be calculated to reflect the terms of that Access Agreement.

2.2.7 In order to calculate nt, ntk and gtk for the purposes of Subparagraphs 2.2.3(b)(i) and (ii), QR Network will:

- (a) identify from the Access Agreement the number of train paths that would have been utilised had the full contracted entitlement been attained; and
- (b) determine the number of train paths that were not utilised due to a QR Network Cause,

and convert this to nt, ntk and gtk by using a nominal payload per loaded Train Service as reasonably determined by QR Network.

2.2.8 QR Network shall provide to the Access Holder information on how it has determined the amount of the Take or Pay at the same time as it is invoiced.

### 3. Review of Access Charges

The components for Reference Tariffs specified in this Part B are applicable:

- (a) where denoted as “Reference Tariff (\$) July 05”, from 1 July 2005 to 30 June 2007; and
- (b) where denoted as “Revised Reference Tariff (\$) July 07” (i.e. for Revised Reference Tariffs), from 1 July 2007.

#### 3B. Revenue Cap Adjustment

##### 3B.1 Calculation of Revenue Adjustment Amounts

After the end of each Year, QR Network will calculate the following amounts (each a “Revenue Adjustment Amount”) for each relevant Individual Coal System Infrastructure:

- (a) an “AT<sub>2-4</sub> Revenue Adjustment Amount”, by subtracting the System Allowable Revenue for AT<sub>2-4</sub> from the Total Actual Revenue for AT<sub>2-4</sub> for the relevant Individual Coal System Infrastructure for that Year; and
- (b) an “AT<sub>5</sub> Revenue Adjustment Amount”, by subtracting the System Allowable Revenue for AT<sub>5</sub> from the Total Actual Revenue for AT<sub>5</sub> for the relevant Individual Coal System Infrastructure for that Year.

For the avoidance of doubt, a Revenue Adjustment Amount calculated under this Clause 3B.1 may be a negative or a positive number.

##### 3B.2 Calculation of Increment

3B.2.1 The Increment is calculated as follows for each relevant Individual Coal System Infrastructure:

- (a) where the Total Actual Revenue for AT<sub>2-4</sub> is less than or equal to the System Allowable Revenue for AT<sub>2-4</sub> for the relevant Individual Coal System Infrastructure, the Increment equals zero (0);
- (b) subject to Paragraph 3B.2.1(c), where:
  - (i) the Total Actual Revenue for AT<sub>2-4</sub> is greater than the System Allowable Revenue for AT<sub>2-4</sub> for the relevant Individual Coal System Infrastructure;
  - (ii) QR Network is required by Subclause 3B.3.3 of Part B to submit a variation of relevant Reference Tariffs to the QCA; and
  - (iii) the QCA, when considering that variation, is reasonably satisfied that the difference between the Total Actual Revenue for AT<sub>2-4</sub> and the System Allowable Revenue for AT<sub>2-4</sub> for the relevant Individual Coal System Infrastructure (“Difference”) has, in whole or part, arisen as a direct result of whole of coal

chain activities or initiatives of QR Network (or its contractors) which have increased the efficiency of the Below Rail network,

the Increment equals that proportion of the Difference, as determined by the QCA taking into account the extent to which the Difference has in whole or part arisen as a direct result of the whole of coal chain activities or initiatives of QR Network (or its contractors).

- (c) In no circumstance will the Increment exceed an amount equal to two percentage points (2%) of the System Allowable Revenue for  $AT_{2-4}$ .

### **3B.3 Revenue Adjustment**

3B.3.1 Where a Revenue Adjustment Amount has been calculated under Clause 3B.1 of Part B the equivalent System Allowable Revenue to that used in the calculation of that Revenue Adjustment Amount for the relevant Individual Coal System Infrastructure for the Year after the Year in which that Revenue Adjustment Amount was calculated (“2<sup>nd</sup> Year System Allowable Revenue”) will be adjusted in accordance with this Clause 3B.3.

3B.3.2 A 2<sup>nd</sup> Year System Allowable Revenue shall be adjusted as follows:

- (a) for an  $AT_{2-4}$  Revenue Adjustment Amount, by subtracting from the relevant 2<sup>nd</sup> Year System Allowable Revenue:
- (i) that  $AT_{2-4}$  Revenue Adjustment Amount less the amount of the relevant Increment; and
  - (ii) a return on capital amount, calculated by reference to the Discount Rate as applied to the amount in Subparagraph 3B.3.2(a)(i) over the period starting on the first day of the Year in which the Revenue Adjustment Amount is calculated and ending on the last day of the Year following that Year;
- (b) for an  $AT_5$  Revenue Adjustment Amount, by subtracting from the relevant 2<sup>nd</sup> Year System Allowable Revenue:
- (i) that  $AT_5$  Revenue Adjustment Amount; and
  - (ii) a return on capital amount, calculated by reference to the Discount Rate as applied to the amount in Subparagraph 3B.3.2(b)(i) over the period starting on the first day of the Year in which the Revenue Adjustment Amount is calculated and ending on the last day of the Year following that Year.

3B.3.3 Where a 2<sup>nd</sup> Year System Allowable Revenue is adjusted under this Clause 3B.3, QR Network shall submit a variation of the relevant Reference Tariffs to the QCA with the object of recovering from or returning to Access Holders, as the case may be, the amount of the adjustment during the relevant Year using the modeling parameters and assumptions used to determine Reference Tariffs for the relevant Year.

## **4. Reference Tariffs for New Coal Carrying Train Services**

#### 4.1 Minimum contribution to Common Costs

4.1.1 Each coal carrying Train Service in the Central Queensland Coal Region will be expected to make a minimum contribution towards QR Network's Common Costs determined as follows:

(a) if the Train Service utilises Rail Infrastructure in the Goonyella, Blackwater or Moura coal systems, the minimum contribution towards QR Network's Common Costs for non-electrification related costs will be calculated as follows:

(i) subject to Subparagraphs (ii) and (iii), the minimum Common Cost contribution will be the greater of the following:

(A) for a Train Service in the Goonyella coal system:

Common Cost contribution (cents/'000 gtk) =	$240 - 0.3M - S$
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(B) for a Train Service in the Blackwater coal system:

Common Cost contribution (cents/'000 gtk) =	$350 - 0.3M - S$
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(C) for a Train Service in the Moura coal system:

Common Cost contribution (cents/'000 gtk) =	$800 - 0.6M - 6S$
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(D) for a Train Service in the Goonyella, Blackwater or Moura coal system, \$1.00/'000 gtk,

where, for Subparagraphs 4.1.1(a)(i)(A), (B) and (C):

**M** is the relevant mine's mainline length in kilometres;

**S** is the relevant mine's spur length in kilometres;

(ii) the minimum Common Cost contribution calculated in accordance with Subparagraph (i) is based on the assumption that the new Train Service will use a similar number of Train Paths per gross tonne as the Predominant Train Service on the Individual Coal System Infrastructure. If the new Train Service uses significantly more Train Paths than the Predominant Train Service, then QR Network may apply to the QCA for a variation in the new Train Service's Common Cost contribution. The QCA will approve such a variation if it considers that the Common Cost contribution for the new Train Service, if calculated in accordance with Subparagraph (i), would be manifestly inadequate; and

(iii) the minimum Common Cost contribution will be escalated from 1 July 2005 in accordance Clause 3.2 of Part A;

(b) if the Train Service utilises Rail Infrastructure in the Newlands coal system, the new Train Service will make a contribution towards QR Network's Common Costs, provided that where two mines load from mine specific spur lines attached to the same corridor, all other things being equal in respect of the two Train Services, a lower Access Charge (when expressed in \$/net tonne terms) would apply for Train Services carrying coal from a mine with a shorter haul distance than for Train Services carrying coal from a mine with a longer haul distance;

- (c) the minimum Common Cost contributions for the use of electrical infrastructure will be determined in each case, taking into account all of the relevant circumstances, consistent with the principles underlying the Common Cost contributions in respect of Rail Infrastructure that is not electrical infrastructure;
  - (d) to the extent that this Subclause 4.1.1 does not specify the Common Cost contribution to be made by a new Train Service, the amount of the Common Cost contribution will be established in accordance with the principles set out in this Subclause 4.1.1 as part of the development of a new Reference Tariff for new Reference Train Services in accordance with Subclause 6.4.2 of the Undertaking.
- 4.1.2 The Reference Tariff for a new coal carrying Train Service will be the higher of (on a \$/net tonne basis):
- (a) the Reference Tariff for the most relevant existing Reference Train Service; or
  - (b) the sum of the new coal carrying Train Service's Incremental Costs and required minimum Common Cost contribution determined in accordance with Subclause 4.1.1.
- 4.1.3 Where the Reference Tariff for a new coal carrying Train Service is established under:
- (a) Paragraph 4.1.2(a), the loading facility for the new Train Service will be added into the relevant existing Reference Train Service; or
  - (b) Paragraph 4.1.2(b), a new Reference Train Service will be established which will incorporate the new Train Service.
- 4.1.4 Where QR Network enters into an Access Agreement with an Access Seeker in relation to Train Services carrying coal from a new mine prior to the authorisation of the applicable Reference Tariff, the Access Charge for that Train Service will be reviewed following authorisation of the Reference Tariff to ensure that it is consistent with the Reference Tariff.

## **5. Blackwater System**

### **5.1 Application of this Clause**

This Clause 5 should be read in conjunction with Part A and Clauses 1 to 4 of Part B of this Schedule F.

### **5.2 Term**

Unless otherwise specified in Clause 5.5, 5.6, 5.7, 5.8, 5.9 or 5.10, the term of this Reference Tariff is from 1 July 2005 to the Terminating Date.

### **5.3 Reference Train Service Description**

- 5.3.1 Unless otherwise specified in Clause 5.5, 5.6, 5.7, 5.8, 5.9 or 5.10, the Reference Train Service has the following characteristics:
- (a) a maximum length (including the locomotive/s) of 1709<sup>1</sup> metres;

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<sup>1</sup> This train length comprises the following: static train length (which is the straight addition of individual rollingstock lengths) plus an allowance of 2% of this static train length for train handling accuracy and for

- (b) a maximum axle load of 26 tonne for a wheel configuration consistent with M220<sup>2</sup> loading, or otherwise generates a loading equivalent to M220;
- (c) utilisation of either electric or diesel traction; and
- (d) measured as an average over a Year, a Stowage period (excluding Stowage due to the unavailability of the Nominated Infrastructure) for each Train Service of no greater than 3.2 hours.

5.3.2 The conditions of Access for the Reference Train Service include a Below Rail Transit Time which shall be determined as the sum of the nominated section running times for the Nominated Infrastructure (as included in the relevant Information Pack) plus (+) a factor of twenty-seven percentage points (27%). If a Train Service varies from these section running times, but is otherwise subject to this Section, the Below Rail Transit Time will be determined as the sum of the nominated section running times for the Nominated Infrastructure (as included in the relevant Access Agreement) plus (+) a factor of twenty-seven percentage points (27%).

5.3.3 For the Central Blackwater Cluster, additional elements are specified in Clause 5.5. For the North Blackwater Cluster, additional elements are specified in Clause 5.6. For the Stanwell Cluster, additional elements are specified in Clause 5.7. For the South West Blackwater Cluster, additional elements are specified in Clause 5.8. For the West Blackwater Cluster, additional elements are specified in Clause 5.9. For the Vermont via Blackwater Cluster, additional elements are specified in Clause 5.10.

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slack movement in drawgear (includes free slack in the drag box, compression of the draftgear, clearance/free slack due to coupler wear and pin clearance at the yoke).

<sup>2</sup> As specified in the ANZRC Railway Bridge Design Manual 1974

## 5.4 System Forecast and System Allowable Revenues

Year	System Gtk ,000 gtk	System Allowable Revenue – AT <sub>2-4</sub>	System Allowable Revenue – AT <sub>5</sub>
2005/06	22,498,740		
2006/07	28,948,620	126,859,868	24,842,392
2007/08	30,431,816	155,224,502	22,965,416
2008/09	31,599,042	166,099,796	30,597,009

## 5.5 Central Blackwater Cluster

### 5.5.1 Reference Train Service Description

#### 5.5.1.1 Loading Facilities

##### *Nominated Loading Facilities*

	<i>Average Loading Time (hours) per return trip assessed on a monthly basis</i>
• Boonal	4.6
• Koorilgah	5.0
• Curragh	3.3
• Boorgoon	3.8
• Kinrola	5.5
• Laleham/South Blackwater Mine <sup>3</sup>	4.5

#### 5.5.1.2 Unloading Facilities

##### *Nominated Unloading Facilities*

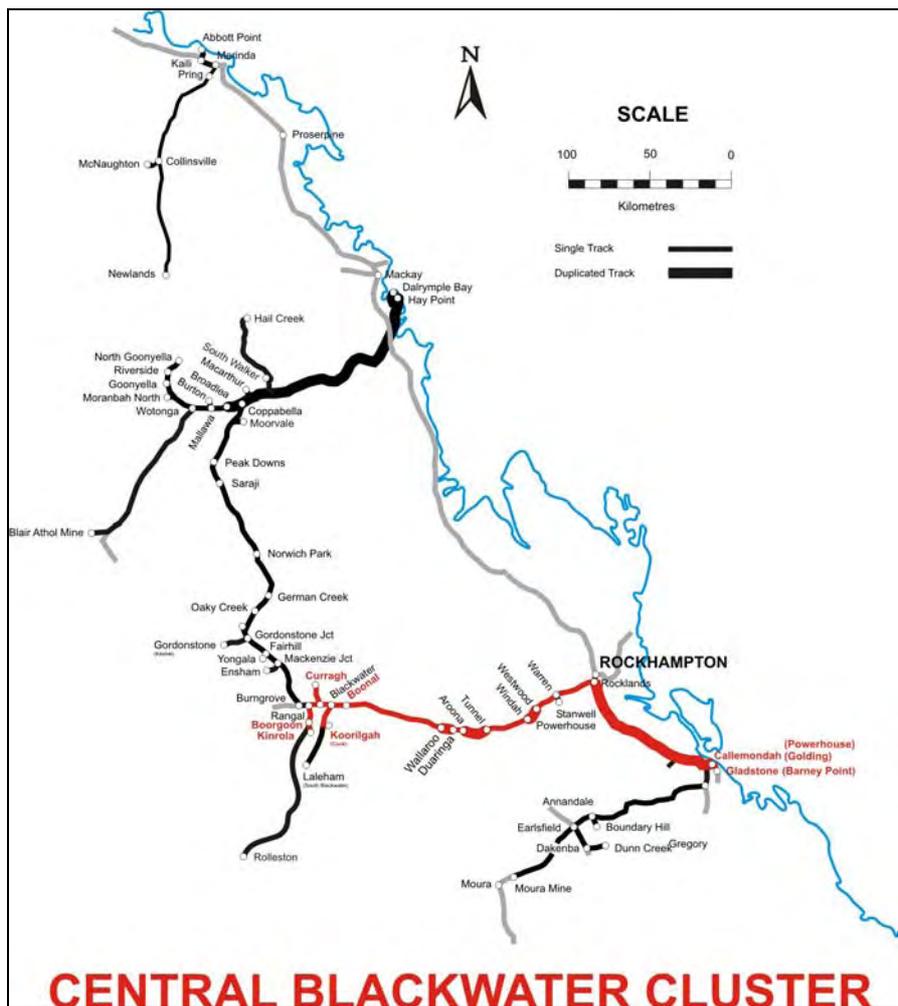
	<i>Average Unloading Time (hours) per return trip assessed on a monthly basis</i>
• Golding/RG Tanna Terminal	2.6
• Barney Point	5.0
• Gladstone Power Station	4.3
• Cement Australia	6.0
• Queensland Alumina Ltd (QAL) <sup>4</sup>	13.7
• Comalco Refinery	3.1 <sup>5</sup>

<sup>3</sup> Although not a loading facility, the average Loading Time for the Laleham/South Blackwater Mine represents the average time the Train Service is off the Rail Infrastructure on the relevant Private Infrastructure.

<sup>4</sup> The average Unloading Time for the QAL refinery represents the average time the the Train Service is off the Rail Infrastructure on the relevant Private Infrastructure.

<sup>5</sup> This is an estimate of unloading time for this Unloading Facility based on the actual data to date. QR Network will review this unloading time following 30 June 2006. Until such review and approval of this or a varied unloading time by the QCA, QR Network will not vary the Access Charge for a Train Service operating to this Unloading Facility from the Reference Tariff due to the actual unloading time for this Train Service varying from the estimate.

### 5.5.1.3 Cluster Map



(Note, the cluster map is shown in colour)

### 5.5.1.4 Additional Loading Facilities

A new coal loading facility may only be considered for addition to the above listed loading facilities if the loading facility itself, or the new Rail Infrastructure that will connect the loading facility to the existing Rail Infrastructure, will connect to the existing Rail Infrastructure at a point on the corridor between Bluff and Burngrove or to any of the branch lines to any Nominated Loading Facility but not including the corridor towards Gregory beyond Burngrove.

## 5.5.2 Reference Tariff

(a) The Reference Tariff components are:

Reference Tariff Component	Reference Tariff (\$) July 05	Revised Reference Tariff (\$) July 07
AT <sub>1</sub>	0.618	0.71
AT <sub>2</sub>	1,389	1,470.72
AT <sub>3</sub>	2.727	3.14
AT <sub>4</sub>	0.833	0.96
AT <sub>5</sub>	1.576	1.72
EC	0.451	0.477
QCA Levy	0.00588	0.0056

(b) The First Escalation Date for the Revised Reference Tariff is 1 October 2007.

## 5.6 North Blackwater Cluster

### 5.6.1 Reference Train Service Description

#### 5.6.1.1 Loading Facilities

##### *Nominated Loading Facilities*

- Ensham
- Kestrel
- Gregory
- Oaky Creek
- German Creek
- Yongala

##### *Average Loading Time (hours) per return trip assessed on a monthly basis*

3.2  
3.6  
2.8  
3.6  
3.0  
4.2<sup>6</sup>

#### 5.6.1.2 Unloading Facilities

##### *Nominated Unloading Facilities*

- Golding/RG Tanna Terminal
- Barney Point
- Gladstone Power Station
- Cement Australia
- Queensland Alumina Ltd (QAL)<sup>7</sup>
- Comalco Refinery

##### *Average Unloading Time (hours) per return trip assessed on a monthly basis*

2.6  
5.0  
4.3  
6.0  
13.7  
3.1<sup>8</sup>

<sup>6</sup> This is an estimate of loading time for this Loading Facility based on the actual data to date. QR Network will review this loading time following 30 June 2006. Until such review and approval of this or a varied loading time by the QCA, QR Network will not vary the Access Charge for a Train Service operating from this Loading Facility from the Reference Tariff due to the actual loading time for this Train Service varying from this estimate.

<sup>7</sup> The average Unloading Time for the QAL refinery represents the average time the Train Service is off the Rail Infrastructure on the relevant Private Infrastructure.

<sup>8</sup> This is an estimate of unloading time for this Unloading Facility based on the actual data to date. QR Network will review this unloading time following 30 June 2006. Until such review and approval of this or a varied unloading time by the QCA, QR Network will not vary the Access Charge for a Train Service operating to this Unloading Facility from the Reference Tariff due to the actual unloading time for this Train Service varying from the estimate.



## 5.6.2 Reference Tariff

(a) The Reference Tariff components are:

Reference Tariff Component	Reference Tariff (\$) July 05	Revised Reference Tariff (\$) July 07
AT <sub>1</sub>	0.618	0.71
AT <sub>2</sub>	1,389	1,470.72
AT <sub>3</sub>	-	-
AT <sub>4</sub>	1.669	1.92
AT <sub>5</sub>	1.576	1.72
EC	0.451	0.477
QCA Levy	0.00588	0.0056

(b) The First Escalation Date for the Revised Reference Tariff is 1 October 2007.

## 5.7 Stanwell Cluster

### 5.7.1 Reference Train Service Description

#### 5.7.1.1 Loading Facilities

##### *Nominated Loading Facilities*

	<i>Average Loading Time (hours) per return trip assessed on a monthly basis</i>
• Boonal	4.6
• Boorgoon	3.8
• Curragh	3.3
• Ensham	3.2
• Gregory	2.8
• Kestrel	3.6
• Kinrola	5.5
• Koorilgah	5.0
• Laleham/South Blackwater Mine <sup>9</sup>	4.5
• Yongala	4.2 <sup>10</sup>

#### 5.7.1.2 Unloading Facilities

##### *Nominated Unloading Facilities*

	<i>Average Unloading Time (hours) per return trip assessed on a monthly basis</i>
• Stanwell Powerhouse	2.3

<sup>9</sup> Although not a loading facility, the average Loading Time for the Laleham/South Blackwater Mine represents the average time the Train Service is off the Rail Infrastructure on the relevant Private Infrastructure.

<sup>10</sup> This is an estimate of loading time for this Loading Facility based on the actual data to date. QR Network will review this loading time following 30 June 2006. Until such review and approval of this or a varied loading time by the QCA, QR Network will not vary the Access Charge for a Train Service operating from this Loading Facility from the Reference Tariff due to the actual loading time for this Train Service varying from this estimate.



## 5.7.2 Reference Tariff

(a) The Reference Tariff components are:

Reference Tariff Component	Reference Tariff (\$) July 05	Revised Reference Tariff (\$) July 07
AT <sub>1</sub>	0.618	0.71
AT <sub>2</sub>	1,389	1,470.72
AT <sub>3</sub>	2.240	2.58
AT <sub>4</sub>	0.413	0.48
AT <sub>5</sub>	1.576	1.72
EC	0.451	0.477
QCA Levy	0.00588	0.0056

(b) The First Escalation Date for the Revised Reference Tariff is 1 October 2007.

## 5.8 South West Blackwater

### 5.8.1 Reference Train Service Description

5.8.1.1 The Reference Train Service utilises diesel traction only.

#### 5.8.1.2 Loading Facilities

##### *Nominated Loading Facilities*

- Rolleston

*Average Loading Time (hours) per return trip assessed on a monthly basis*

2.2

#### 5.8.1.3 Unloading Facilities

##### *Nominated Unloading Facilities*

- Golding/RG Tanna Terminal
- Barney Point
- Gladstone Power Station
- Cement Australia
- Queensland Alumina Ltd (QAL)<sup>11</sup>
- Comalco Refinery

*Average Unloading Time (hours) per return trip assessed on a monthly basis*

2.6

5.0

4.3

6.0

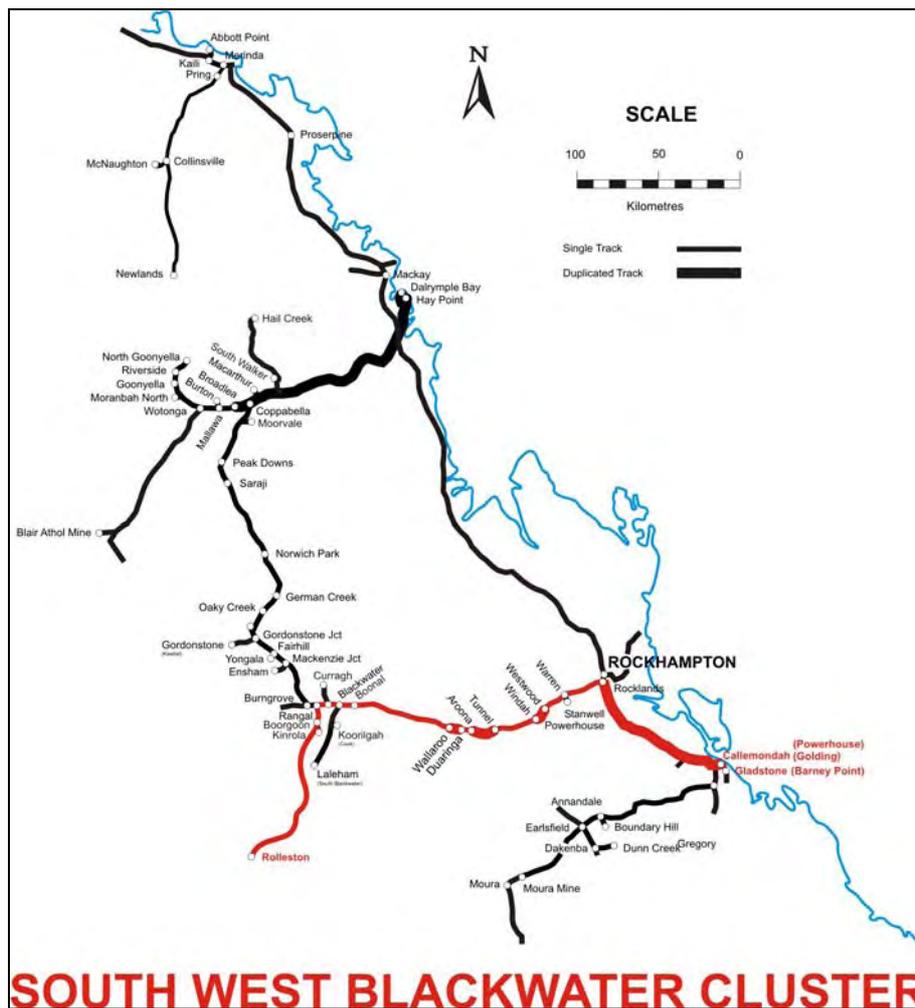
13.7

3.1<sup>12</sup>

<sup>11</sup> The average Unloading Time for the QAL refinery represents the average time the the Train Service is off the Rail Infrastructure on the relevant Private Infrastructure.

<sup>12</sup> This is an estimate of unloading time for this Unloading Facility based on the actual data to date. QR Network will review this unloading time following 30 June 2006. Until such review and approval of this or a varied unloading time by the QCA, QR Network will not vary the Access Charge for a Train Service operating to this Unloading Facility from the Reference Tariff due to the actual unloading time for this Train Service varying from the estimate.

5.8.1.4 Cluster Map



(Note, the cluster map is shown in colour)

5.8.1.5 Additional Loading Facilities

A new coal loading facility may only be considered for addition to the above listed loading facilities if the loading facility itself, or the new Rail Infrastructure that will connect the loading facility to the existing Rail Infrastructure, will connect to the existing Rail Infrastructure at a point on the corridor between the Kinrola branch junction and Rolleston.

## 5.8.2 Reference Tariff

(a) The Reference Tariff components are:

Reference Tariff Component	Reference Tariff (\$) July 05	Revised Reference Tariff (\$) July 07
AT <sub>1</sub>	0.618	0.71
AT <sub>2</sub>	1,389	1,470.72
AT <sub>3</sub>	5.504	5.78
AT <sub>4</sub>	2.317	2.43
AT <sub>5</sub>	-	-
EC	-	-
QCA Levy	0.00588	0.0056

(b) The First Escalation Date for the Revised Reference Tariff is 1 October 2007.

## 5.9 West Blackwater Cluster

5.9.1 The term of this Reference Tariff is from 1 July 2007 to the Terminating Date.

### 5.9.2 Reference Train Service Description

5.9.2.1 The Reference Train Service has the following characteristics:

- utilises diesel traction only
- has a maximum axle load of 20 tonnes; and
- has a maximum train length (including locomotive/s) of 1240 metres.

#### 5.9.2.2 Loading Facilities

Nominated Loading Facilities	Average Loading Time (hours) per return trip assessed on a monthly basis
<ul style="list-style-type: none"> <li>• Minerva</li> </ul>	2.0

#### 5.9.2.3 Unloading Facilities

Nominated Unloading Facilities	Average Unloading Time (hours) per return trip assessed on a monthly basis
<ul style="list-style-type: none"> <li>• Golding/RG Tanna Terminal</li> <li>• Barney Point</li> <li>• Gladstone Power Station</li> <li>• Cement Australia</li> <li>• Queensland Alumina Ltd (QAL)<sup>13</sup></li> <li>• Comalco Refinery</li> </ul>	<p>2.6</p> <p>5.0</p> <p>4.3</p> <p>6.0</p> <p>13.7</p> <p>3.1<sup>14</sup></p>

#### 5.9.2.4 Cluster Map

<sup>13</sup> The average Unloading time for the QAL refinery represents the average time the Train Service is off the Rail Infrastructure on the relevant Private Infrastructure.

<sup>14</sup> This is an estimate of unloading time for this Unloading Facility based on the actual data to date. QR Network will review this unloading time following the Commencing Date. Until such review and approval of this or a varied unloading time by the QCA, QR Network will not vary the Access Charge for a Train Service operating to this Unloading Facility from the Reference Tariff due to the actual unloading time for this Train Service varying from the estimate



## 5.10.2.1 Loading Facilities

## Nominated Loading Facilities

Average Loading Time (hours) per  
return trip assessed on a monthly basis

- Lake Vermont 2.8

## 5.10.2.2 Unloading Facilities

## Nominated Unloading Facilities

Average Unloading Time (hours) per  
return trip assessed on a monthly basis

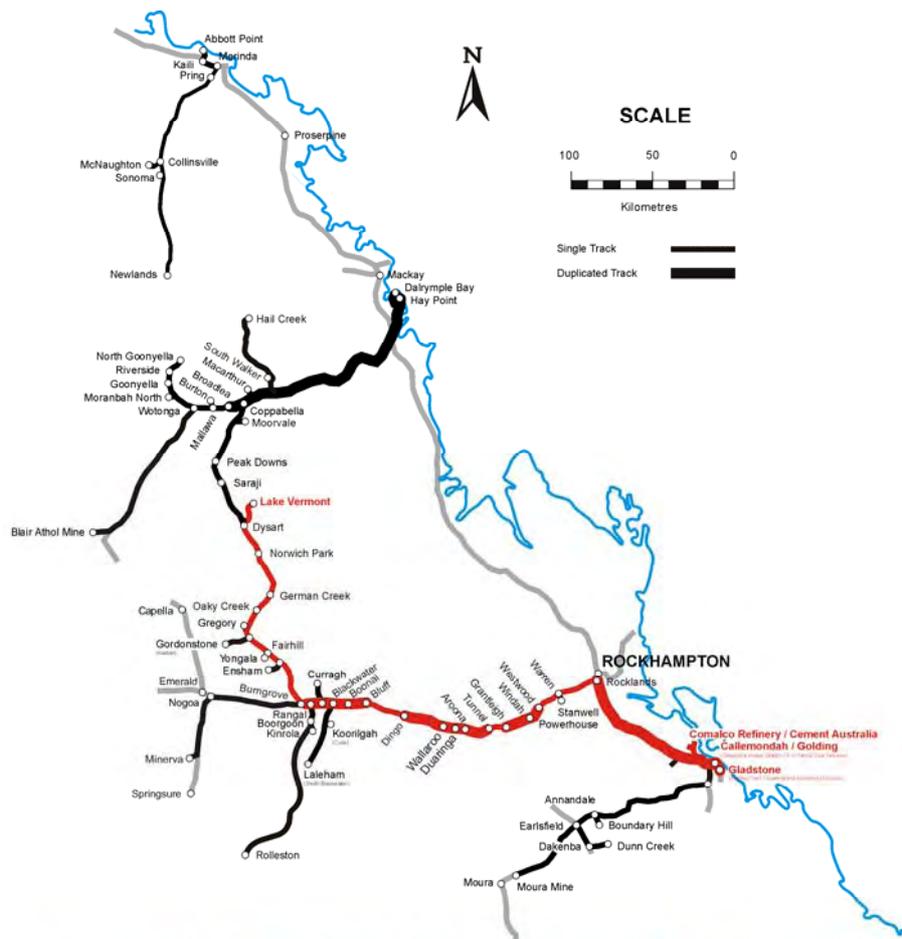
- Golding/RG Tanna Terminal 2.6
- Barney Point 5.0
- Gladstone Power Station 4.3
- Cement Australia 6.0
- Queensland Alumina Ltd (QAL)<sup>15</sup> 13.7
- Comalco Refinery 3.1<sup>16</sup>

## 5.10.2.3 Cluster Map

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<sup>15</sup> The average Unloading time for the QAL refinery represents the average time the Train Service is off the Rail Infrastructure on the relevant Private Infrastructure.

<sup>16</sup> This is an estimate of unloading time for this Unloading Facility based on the actual data to date. QR Network will review this unloading time following the Commencing Date. Until such review and approval of this or a varied unloading time by the QCA, QR Network will not vary the Access Charge for a Train Service operating to this Unloading Facility from the Reference Tariff due to the actual unloading time for this Train Service varying from the estimate



## VERMONT via BLACKWATER CLUSTER

(Note, the cluster map is shown in colour)

### 5.10.3 Reference Tariff

(c) *The Reference Tariff components (as at 1 Jan 2009) are:*

Reference Tariff Component	Reference Tariff \$
AT <sub>1</sub>	\$0.73
AT <sub>2</sub>	\$2,688.82
AT <sub>3</sub>	\$0.91
AT <sub>4</sub>	\$2.15
AT <sub>5</sub>	\$2.05
EC	\$0.66
QCA Levy	0.0056

(d) *The First Escalation Date is 1 March 2009.*

## 6. Goonyella System

### 6.1 Application of this Clause

This Clause 6 should be read in conjunction with Part A and Clauses 1 to 4 of Part B of this Schedule F.

## 6.2 Term

The term of this Reference Tariff is from 1 July 2005 to the Terminating Date.

## 6.3 Reference Train Service Description

6.3.1 The Reference Train Service has the following characteristics:

- (a) a maximum length (including the locomotive/s) of 2082<sup>17</sup> metres;
- (b) a maximum axle load of 26 tonne for a wheel configuration consistent with M220<sup>18</sup> loading, or otherwise generates a loading equivalent to M220;
- (c) utilisation of either electric or diesel traction; and
- (d) measured as an average over a Year, a Stowage period (excluding Stowage due to the unavailability of the Nominated Infrastructure) for each Train Service of no greater than 1.8 hours.

6.3.2 The conditions of Access for the Reference Train Service include a Below Rail Transit Time which shall be determined as the sum of the nominated section running times for the Nominated Infrastructure (as included in the relevant Information Pack) plus (+) a factor of twenty-three percentage points (23%). If a Train Service varies from these section running times, but is otherwise subject to this Section, the Below Rail Transit Time will be determined as the sum of the nominated section running times for the Nominated Infrastructure (as included in the relevant Access Agreement) plus (+) a factor of twenty-three percentage points (23%).

6.3.3 For the North Goonyella Cluster, additional elements are specified in Clause 6.5. For the South Goonyella Cluster, additional elements are specified in Clause 6.6. For the West Goonyella Cluster, additional elements are specified in Clause 6.7. For the Gregory via Goonyella Cluster, additional elements are specified in Clause 6.8. For the Central Goonyella Cluster, additional elements are specified in Clause 6.9.

## 6.4 System Forecast and System Allowable Revenues

Year	System GtK ,000 gtk	System Allowable Revenue – AT <sub>2-4</sub>	System Allowable Revenue – AT <sub>5</sub>
2005/06	29,729,473		
2006/07	34,232,302	116,283,563	35,532,668
2007/08	37,066,523	131,994,028	40,214,743
2008/09	37,465,285	139,361,124	41,658,723

## 6.5 North Goonyella Cluster

<sup>17</sup> This train length comprises the following: static train length (which is the straight addition of individual rollingstock lengths) plus an allowance of 2% of this static train length for train handling accuracy and for slack movement in draftgear (includes free slack in the drag box, compression of the draftgear, clearance/free slack due to coupler wear and pin clearance at the yoke).

<sup>18</sup> As specified in the ANZRC Railway Bridge Design Manual 1974.

## 6.5.1 Reference Train Service Description

### 6.5.1.1 Loading Facilities

<i>Nominated Loading Facilities</i>	<i>Average Loading Time (hours) per return trip assessed on a monthly basis</i>
• South Walker Creek	3.8
• Macarthur/Coppabella	3.9
• Burton	3.8
• Moranbah North	3.9
• Goonyella	3.9
• Riverside	4.6
• North Goonyella	4.3
• Moorvale	3.9
• Carborough Downs	3.5 <sup>19</sup>
• Isaac Plains	3.5 <sup>20</sup>

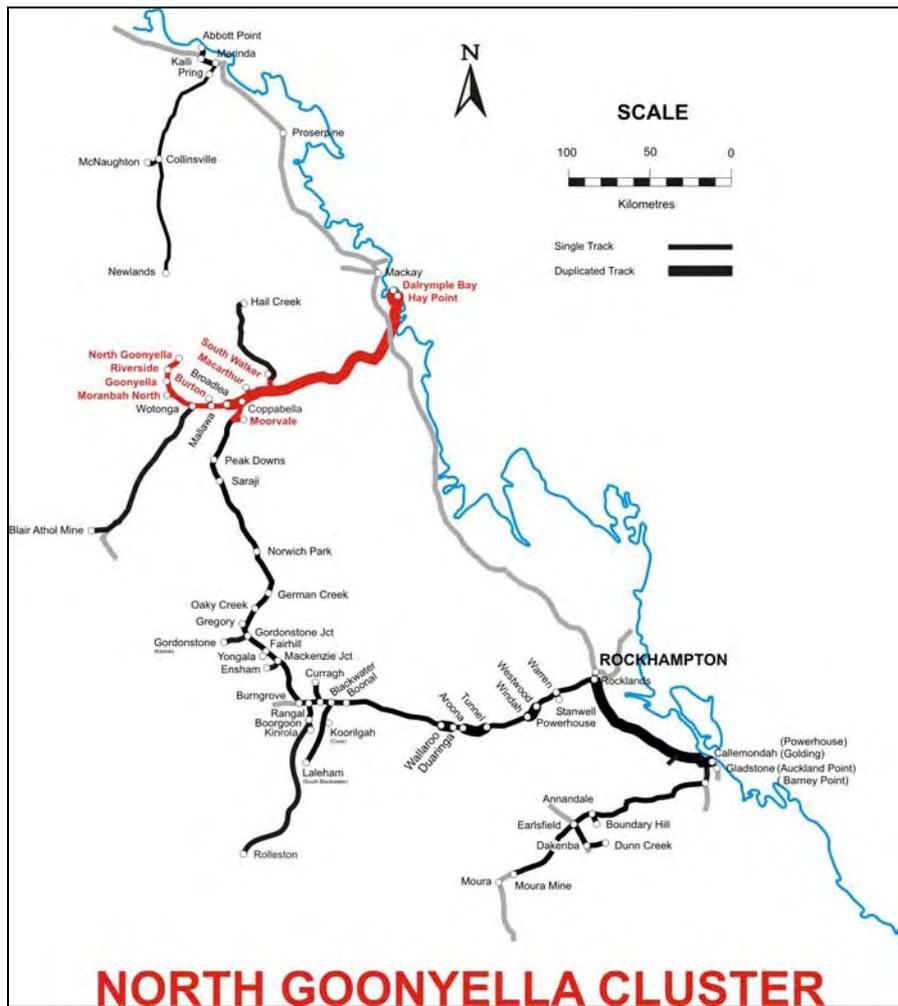
### 6.5.1.2 Unloading Facilities

<i>Nominated Unloading Facilities</i>	<i>Average Unloading Time (hours) per return trip assessed on a monthly basis</i>
• Dalrymple Bay	2.8
• Hay Point	2.8

### 6.5.1.3 Cluster Map

<sup>19</sup> This is an estimate of loading time for this Loading Facility. QR Network will review this loading time following commencement of the operation of Train Services from this Loading Facility. Until such review and approval of this or a varied loading time by the QCA, QR Network will not vary the Access Charge for a Train Service operating from this Loading Facility from the Reference Tariff due to the actual loading time for this Train Service varying from this estimate.

<sup>20</sup> This is an estimate of loading time for this Loading Facility. QR Network will review this loading time following commencement of the operation of Train Services from this Loading Facility. Until such review and approval of this or a varied loading time by the QCA, QR Network will not vary the Access Charge for a Train Service operating from this Loading Facility from the Reference Tariff due to the actual loading time for this Train Service varying from this estimate.



(Note, the cluster map is shown in colour)

#### 6.5.1.4 Additional Loading Facilities

A new coal loading facility may only be considered for addition to the above listed loading facilities if the loading facility itself, or the new Rail Infrastructure that will connect the loading facility to the existing Rail Infrastructure, will connect to the existing Rail Infrastructure at a point on the corridor between Mindi and North Goonyella or between Coppabella and Moorvale Junction or to any of the branch lines to any Nominated Loading Facility but excluding the corridors between Wotonga and Blair Athol and between Moorvale Junction and Oaky Creek.

## 6.5.2 Reference Tariff

(a) The Reference Tariff components are:

Reference Tariff Component	Reference Tariff (\$) July 05	Revised Reference Tariff (\$) July 07
AT <sub>1</sub>	0.427	0.49
AT <sub>2</sub>	800	846.98
AT <sub>3</sub>	2.127	2.28
AT <sub>4</sub>	0.379	0.40
AT <sub>5</sub>	1.004	1.06
EC	0.451	0.477
QCA Levy	0.00588	0.0056

(b) The First Escalation Date for the Revised Reference Tariff is 1 October 2007.

## 6.6 South Goonyella Cluster

### 6.6.1 Reference Train Service Description

#### 6.6.1.1 Loading Facilities

##### *Nominated Loading Facilities*

- Peak Downs
- Saraji
- Norwich Park
- German Creek
- Oaky Creek
- Millennium

##### *Average Loading Time (hours) per return trip assessed on a monthly basis*

4.2  
4.4  
3.9  
2.9  
3.8  
3.0<sup>21</sup>

#### 6.6.1.2 Unloading Facilities

##### *Nominated Unloading Facilities*

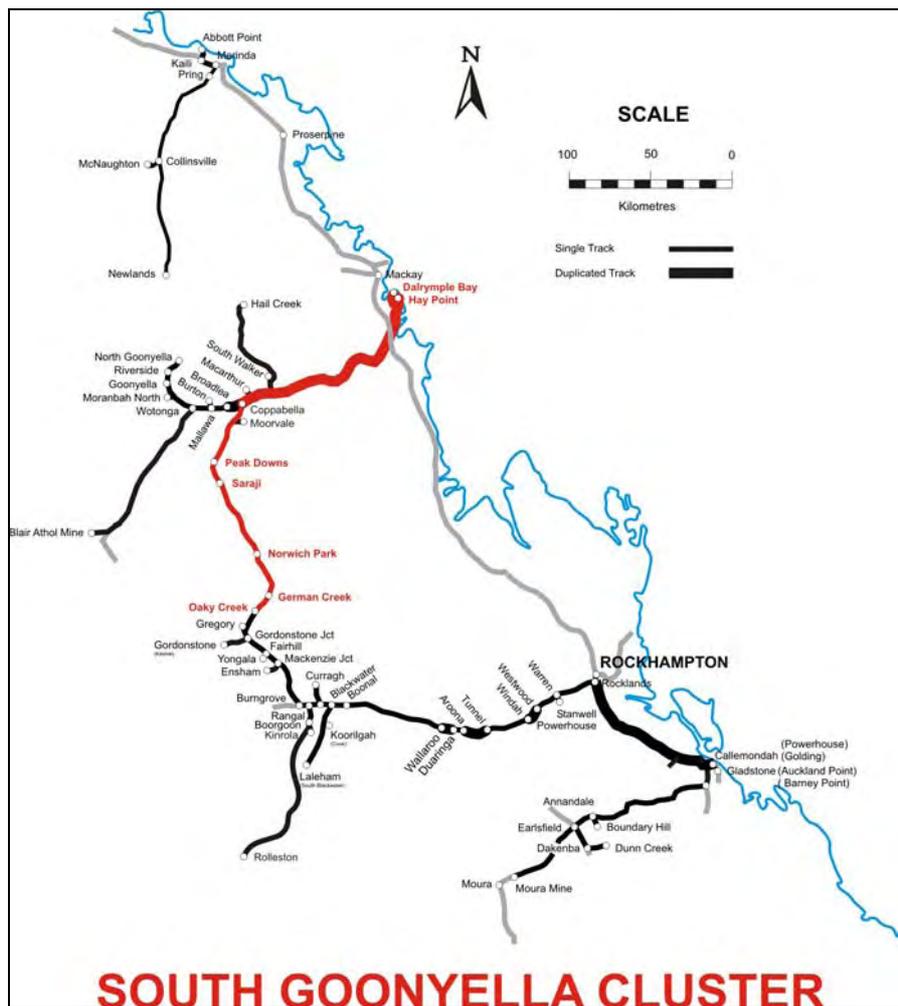
- Dalrymple Bay
- Hay Point

##### *Average Unloading Time (hours) per return trip assessed on a monthly basis*

2.8  
2.8

<sup>21</sup> This is an estimate of loading time for this Loading Facility. QR Network will review this loading time following commencement of the operation of Train Services from this Loading Facility. Until such review and approval of this or a varied loading time by the QCA, QR Network will not vary the Access Charge for a Train Service operating from this Loading Facility from the Reference Tariff due to the actual loading time for this Train Service varying from this estimate.

### 6.6.1.3 Cluster Map



(Note, the cluster map is shown in colour)

### 6.6.1.4 Additional Loading Facilities

A new coal loading facility may only be considered for addition to the above listed loading facilities if the loading facility itself, or the new Rail Infrastructure that will connect the loading facility to the existing Rail Infrastructure, will connect to the existing Rail Infrastructure at a point on the corridor between Moorvale and Oaky Creek or to any of the branch lines to any Nominated Loading Facility but excluding the corridor to the junction south of the Gregory mine branch line.

## 6.6.2 Reference Tariff

(a) The Reference Tariff components are:

Reference Tariff Component	Reference Tariff (\$) July 05	Revised Reference Tariff (\$) July 07
AT <sub>1</sub>	0.427	0.49
AT <sub>2</sub>	960	1,016.59
AT <sub>3</sub>	2.216	2.37
AT <sub>4</sub>	0.529	0.57
AT <sub>5</sub>	1.004	1.06
EC	0.451	0.477
QCA Levy	0.00588	0.0056

(b) The First Escalation Date for the Revised Reference Tariff is 1 October 2007.

## 6.7 West Goonyella Cluster

### 6.7.1 Reference Train Service Description

#### 6.7.1.1 Loading Facilities

##### *Nominated Loading Facilities*

- Blair Athol

*Average Loading Time (hours) per return trip assessed on a monthly basis*

3.1

#### 6.7.1.2 Unloading Facilities

##### *Nominated Unloading Facilities*

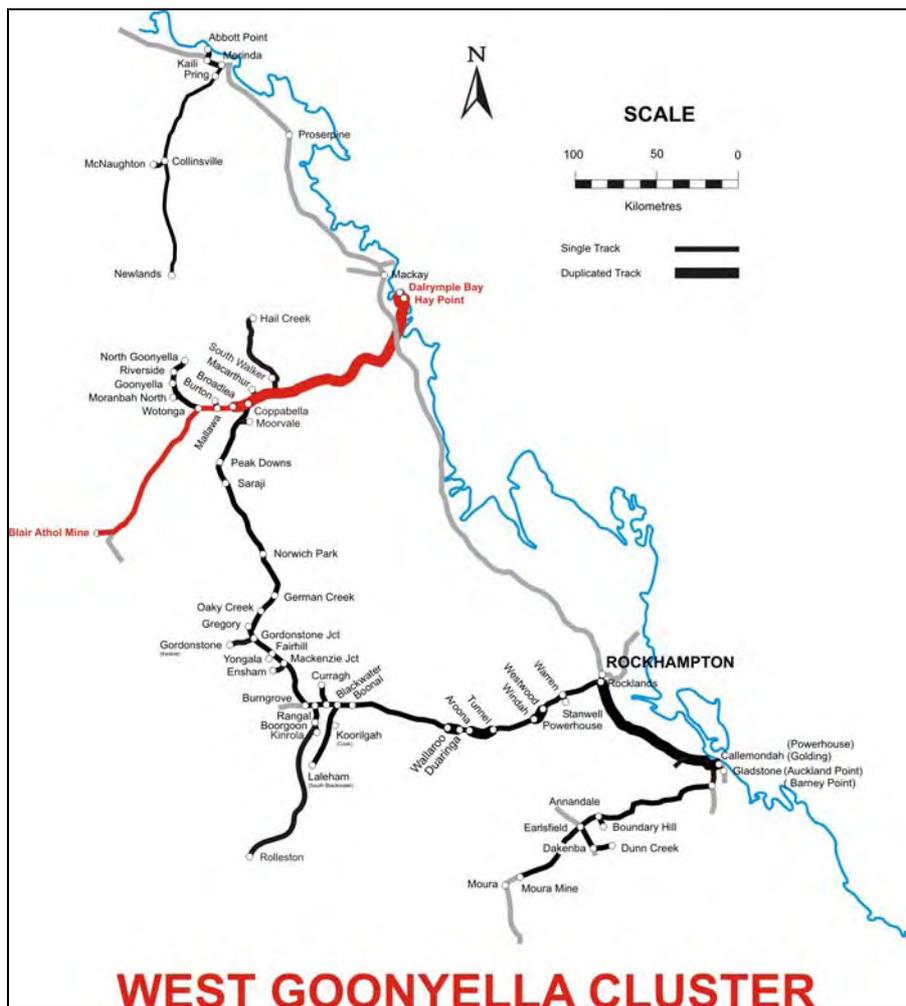
- Dalrymple Bay
- Hay Point

*Average Unloading Time (hours) per return trip assessed on a monthly basis*

2.8

2.8

### 6.7.1.3 Cluster Map



(Note, the cluster map is shown in colour)

### 6.7.1.4 Additional Loading Facilities

A new coal loading facility may only be considered for addition to the above listed loading facilities if the loading facility itself, or the new Rail Infrastructure that will connect the loading facility to the existing Rail Infrastructure, will connect to the existing Rail Infrastructure at a point on the corridor between Wotonga and Blair Athol.

## 6.7.2 Reference Tariff

(a) The Reference Tariff components are:

Reference Tariff Component	Reference Tariff (\$) July 05	Revised Reference Tariff (\$) July 07
AT <sub>1</sub>	0.427	0.49
AT <sub>2</sub>	800	846.98
AT <sub>3</sub>	2.254	2.41
AT <sub>4</sub>	0.630	0.67
AT <sub>5</sub>	1.004	1.06
EC	0.451	0.477
QCA Levy	0.00588	0.0056

(b) The First Escalation Date for the Revised Reference Tariff is 1 October 2007.

## 6.8. Gregory Branch via Goonyella Cluster

### 6.8.1 Reference Train Service Description

#### 6.8.1.1 Loading Facilities

##### *Nominated Loading Facilities*

- Gregory
- Kestrel<sup>22</sup>
- Ensham<sup>18</sup>

##### *Average Loading Time (hours) per return trip assessed on a monthly basis*

3.6  
4.8  
4.2

#### 6.8.1.2 Unloading Facilities

##### *Nominated Unloading Facilities*

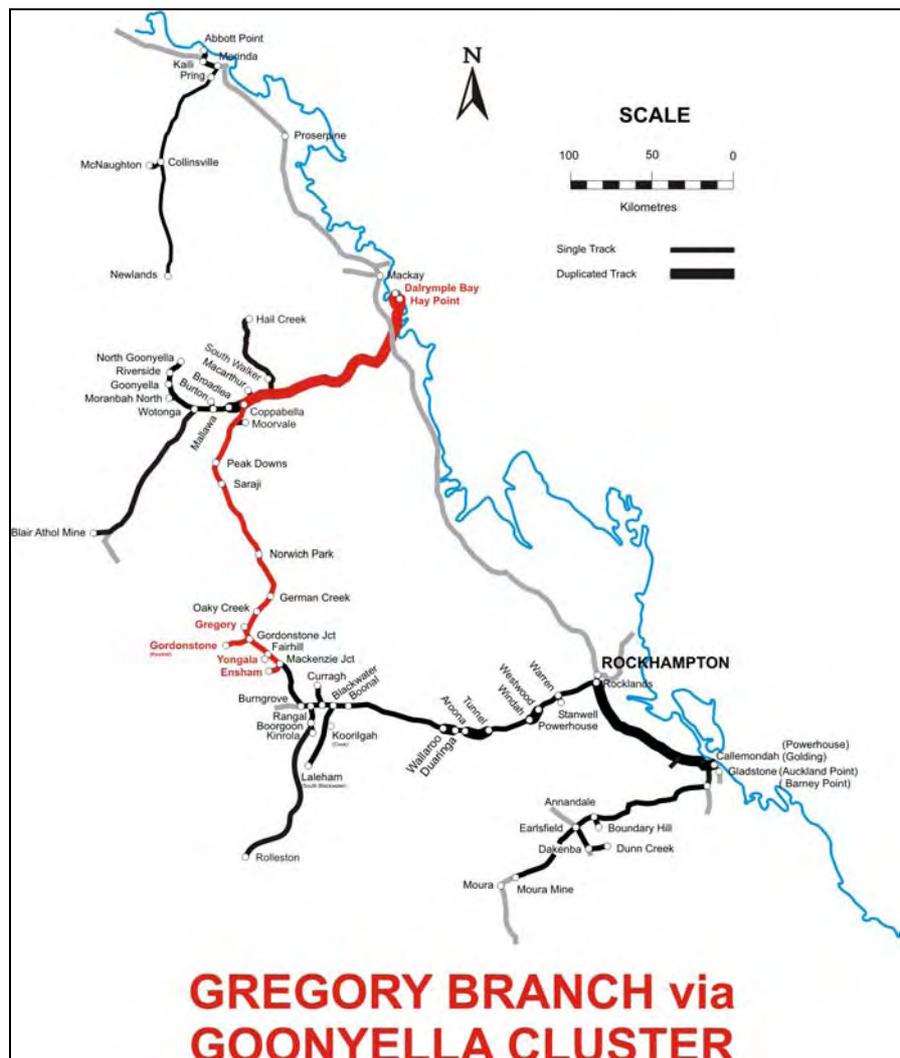
- Dalrymple Bay
- Hay Point

##### *Average Unloading Time (hours) per return trip assessed on a monthly basis*

2.8  
2.8

<sup>22</sup> These mines do not have angles to the north.

## 6.8.1.3 Cluster Map



(Note, the cluster map is shown in colour)

## 6.8.1.4 Additional Loading Facilities

A new coal loading facility may only be considered for addition to the above listed loading facilities if the loading facility itself, or the new Rail Infrastructure that will connect the loading facility to the existing Rail Infrastructure, will connect to the existing Rail Infrastructure at a point on the corridor between Gregory mine and Burngrove or to any of the branch lines to any Nominated Loading Facility but excluding the corridors towards Oaky Creek and Bluff.

## 6.8.2 Reference Tariff

(a) The Reference Tariff components are:

Reference Tariff Component	Reference Tariff (\$) July 05	Revised Reference Tariff (\$) July 07
AT <sub>1</sub>	0.427	0.49
AT <sub>2</sub>	960	1,016.59
AT <sub>3</sub>	2.630	2.81
AT <sub>4</sub>	0.823	0.88
AT <sub>5</sub>	1.004	1.06
EC	0.451	0.477
QCA Levy	0.00588	0.0056

(b) The First Escalation Date for the Revised Reference Tariff is 1 October 2007.

## 6.9. Central Goonyella Cluster

### 6.9.1 Reference Train Service Description

#### 6.9.1.1 Loading Facilities

##### *Nominated Loading Facilities*

- Hail Creek

*Average Loading Time (hours) per return trip assessed on a monthly basis*

4.1

#### 6.9.1.2 Unloading Facilities

##### *Nominated Unloading Facilities*

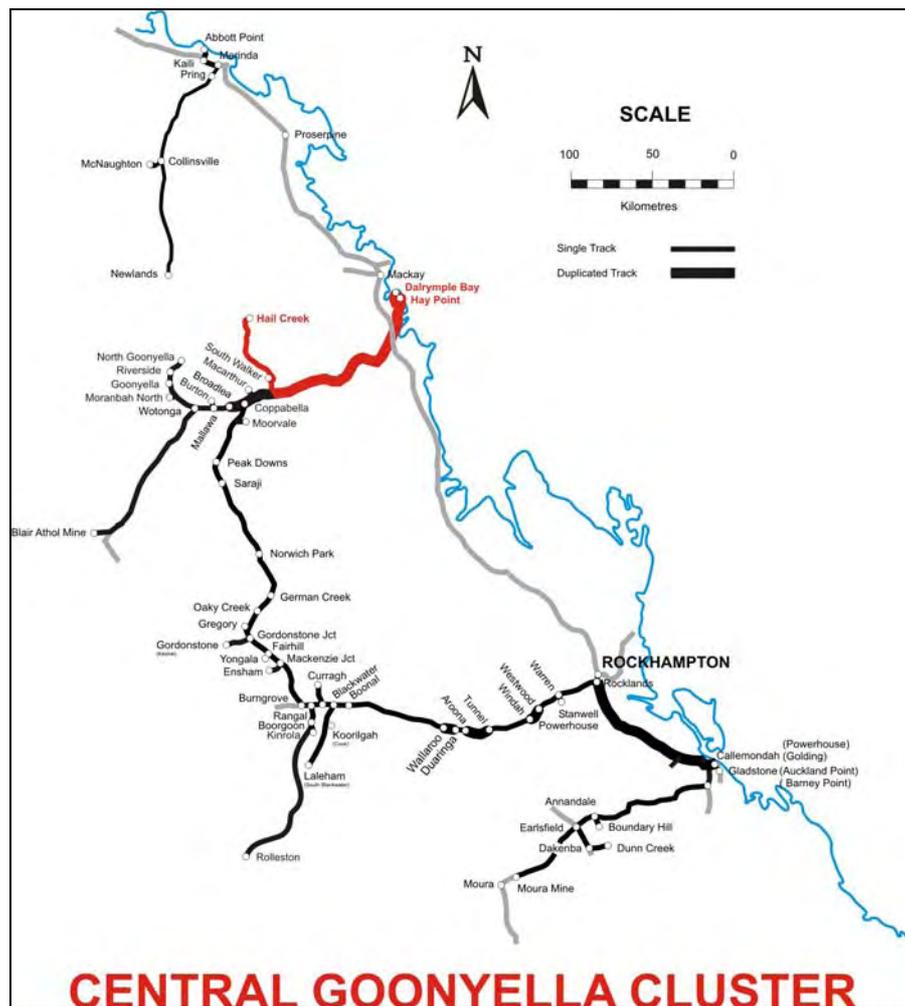
- Dalrymple Bay
- Hay Point

*Average Unloading Time (hours) per return trip assessed on a monthly basis*

2.8

2.8

6.9.1.3 Cluster Map



(Note, the cluster map is shown in colour)

6.9.1.4 Additional Loading Facilities

A new coal loading facility may only be considered for addition to the above listed loading facilities if the loading facility itself, or the new Rail Infrastructure that will connect the loading facility to the existing Rail Infrastructure, will connect to the existing Rail Infrastructure at a point on the corridor between South Walker Creek Junction and Hail Creek.

## 6.9.2 Reference Tariff

(a) The Reference Tariff components are:

Reference Tariff Component	Reference Tariff (\$) July 05	Revised Reference Tariff (\$) July 07
AT <sub>1</sub>	0.427	0.49
AT <sub>2</sub>	800	846.98
AT <sub>3</sub>	3.624	3.83
AT <sub>4</sub>	0.656	0.69
AT <sub>5</sub>	1.004	1.25
EC	0.451	0.477
QCA Levy	0.00588	0.0056

(b) The First Escalation Date for the Revised Reference Tariff is 1 October 2007

## 7. Moura Cluster

### 7.1 Application of this Clause

This Clause 7 should be read in conjunction with Part A and Clauses 1 to 4 of Part B of this Schedule F.

### 7.2 Term

The term of this Reference Tariff is from 1 July 2005 to the Terminating Date.

### 7.3 Reference Train Service Description

7.3.1 The Reference Train Service has the following characteristics:

- (a) a maximum length (including the locomotive/s) of 1000<sup>23</sup> metres;
- (b) a maximum axle load of 26 tonne for a wheel configuration consistent with M220<sup>24</sup> loading, or otherwise generates a loading equivalent to M220;
- (c) utilisation of diesel traction; and
- (d) measured as an average over a Year, a Stowage period (excluding Stowage due to the unavailability of the Nominated Infrastructure) for each Train Service of no greater than 3.2 hours.

7.3.2 The conditions of Access for the Reference Train Service include a Below Rail Transit Time which shall be determined as the sum of the nominated section running times for the Nominated Infrastructure (as included in the relevant Information Pack) plus (+) a factor of thirty percentage points (30%). If a Train Service varies from these section running times, but is otherwise subject to this Section, the Below Rail Transit Time will be determined as the sum of the nominated section running times for the Nominated Infrastructure (as included

<sup>23</sup> This train length comprises the following: static train length (which is the straight addition of individual rollingstock lengths) plus an allowance of 2% of this static train length for train handling accuracy and for slack movement in drawgear (includes free slack in the drag box, compression of the draftgear, clearance/free slack due to coupler wear and pin clearance at the yoke).

<sup>24</sup> As specified in the ANZRC Railway Bridge Design Manual 1974.

in the relevant Access Agreement) plus (+) a factor of thirty percentage points (30%).

### 7.3.3 Loading Facilities

<i>Nominated Loading Facilities</i>	<i>Average Loading Time (hours) per return trip assessed on a monthly basis</i>
• Boundary Hill	3.4
• Dunn Creek/Callide Coal Fields	4.2
• Moura Mine	3.6
• Baralaba	4.9 <sup>25</sup>

### 7.3.4 Unloading Facilities

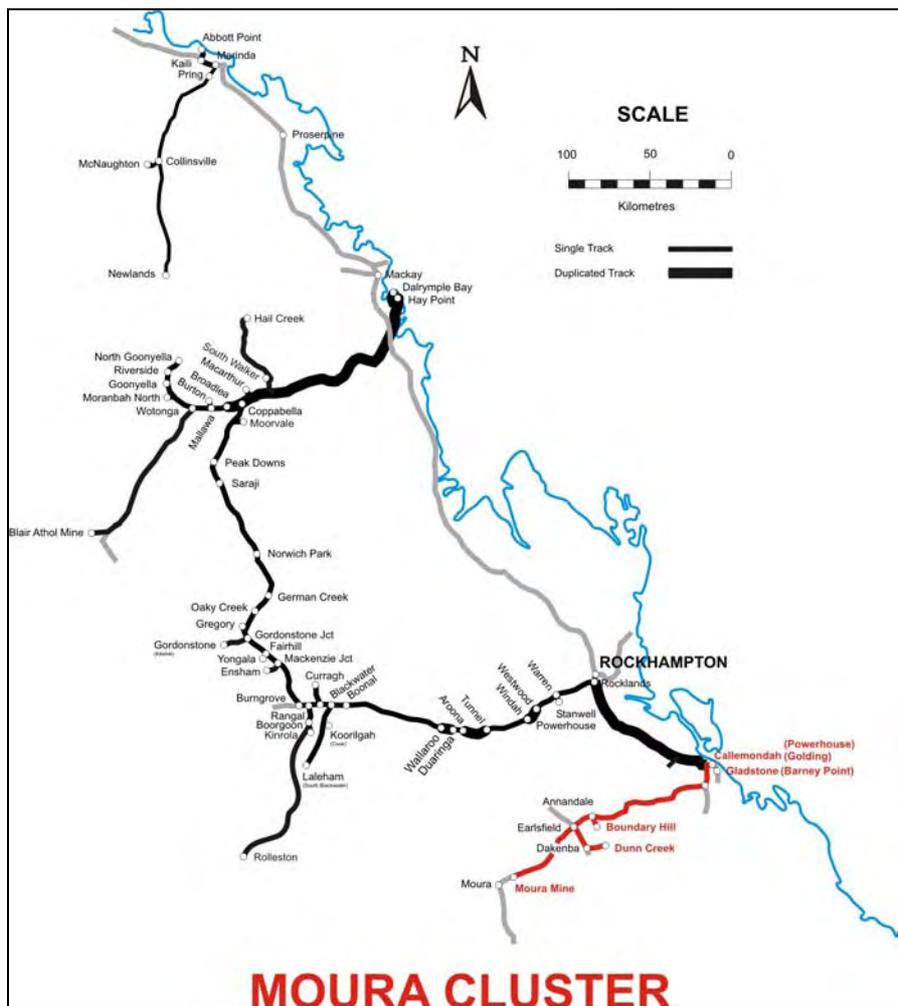
<i>Nominated Unloading Facilities</i>	<i>Average Unloading Time (hours) per return trip assessed on a monthly basis</i>
• Golding/RG Tanna Terminal	1.5
• Barney Point	3.1
• Gladstone Power Station	3.3
• Queensland Alumina Ltd (QAL) <sup>26</sup>	8.9
• Cement Australia	4.3
• Comalco Refinery	3.1 <sup>27</sup>

<sup>25</sup> This is an estimate of loading time for this Loading Facility based on the actual data to date. QR Network will review this loading time following 30 June 2006. Until such review and approval of this or a varied loading time by the QCA, QR Network will not vary the Access Charge for a Train Service operating from this Loading Facility from the Reference Tariff due to the actual loading time for this Train Service varying from this estimate.

<sup>26</sup> The average Unloading Time for the QAL refinery represents the average time the Train Service is off the Rail Infrastructure on the relevant Private Infrastructure.

<sup>27</sup> This is an estimate of unloading time for this Unloading Facility based on the actual data to date. QR Network will review this unloading time following 30 June 2006. Until such review and approval of this or a varied unloading time by the QCA, QR Network will not vary the Access Charge for a Train Service operating to this Unloading Facility from the Reference Tariff due to the actual unloading time for this Train Service varying from the estimate.

### 7.3.5 Cluster Map



(Note, the cluster map is shown in colour)

### 7.3.6 Additional Loading Facilities

A new coal loading facility may only be considered for addition to the above listed loading facilities if the loading facility itself, or the new Rail Infrastructure that will connect the loading facility to the existing Rail Infrastructure, will connect to the existing Rail Infrastructure at a point on the corridor between Annandale and Moura Mine or to any of the branch lines to any Nominated Loading Facility.

## 7.4 Reference Tariff

(a) The Reference Tariff components are:

Reference Tariff Component	Reference Tariff (\$) July 05	Revised Reference Tariff (\$) July 07
AT <sub>1</sub>	1.158	1.34
AT <sub>2</sub>	416	440.54
AT <sub>3</sub>	5.880	6.70
AT <sub>4</sub>	0.961	1.09
AT <sub>5</sub>	0	-
EC	0	-
QCA Levy	0.00588	0.0056

(b) The First Escalation Date for the Revised Reference Tariff is 1 October 2007.

## 7.5 System Forecast and System Allowable Revenue

Year	System GtK ,000 gtk	System Allowable Revenue – AT <sub>2-4</sub>
2005/06	2,404,936	
2006/07	3,431,372	28,440,217
2007/08	3,414,578	31,090,943
2008/09	4,069,312	37,749,042

## 8. Newlands Cluster

### 8.1 Application of this Clause

This Clause 8 should be read in conjunction with Part A and Clauses 1 to 4 of Part B of this Schedule F.

### 8.2 Term

The term of this Reference Tariff is from 1 July 2005 to the Terminating Date.

### 8.3 Reference Train Service Description

8.3.1 The Reference Train Service has the following characteristics:

- a maximum length (including the locomotive/s) of 1380<sup>28</sup> metres;
- a maximum axle load of 20 tonne for a wheel configuration consistent with M160<sup>29</sup> loading, or otherwise generates a loading equivalent to M160;

<sup>28</sup> This train length comprises the following: static train length (which is the straight addition of individual rollingstock lengths) plus an allowance of 2% of this static train length for train handling accuracy and for slack movement in drawgear (includes free slack in the drag box, compression of the draftgear, clearance/free slack due to coupler wear and pin clearance at the yoke).

<sup>29</sup> As specified in the ANZRC Railway Bridge Design Manual 1974.

- (c) utilisation of diesel traction; and
- (d) measured as an average over a Year, a Stowage period (excluding Stowage due to the unavailability of the Nominated Infrastructure) for each Train Service of no greater than 2.4 hours.

8.3.2 The conditions of Access for the Reference Train Service include a Below Rail Transit Time which shall be determined as the sum of the nominated section running times for the Nominated Infrastructure (as included in the relevant Information Pack) plus (+) a factor of eighteen percentage points (18%). If a Train Service varies from these section running times, but is otherwise subject to this Section, the Below Rail Transit Time will be determined as the sum of the nominated section running times for the Nominated Infrastructure (as included in the relevant Access Agreement) plus (+) a factor of eighteen percentage points (18%).

### 8.3.3 Loading Facilities

<i>Nominated Loading Facilities</i>	<i>Average Loading Time (hours) per return trip assessed on a monthly basis</i>
• Newlands	1.8
• McNaughton	2.5
• Sonoma	2.0 <sup>30</sup>

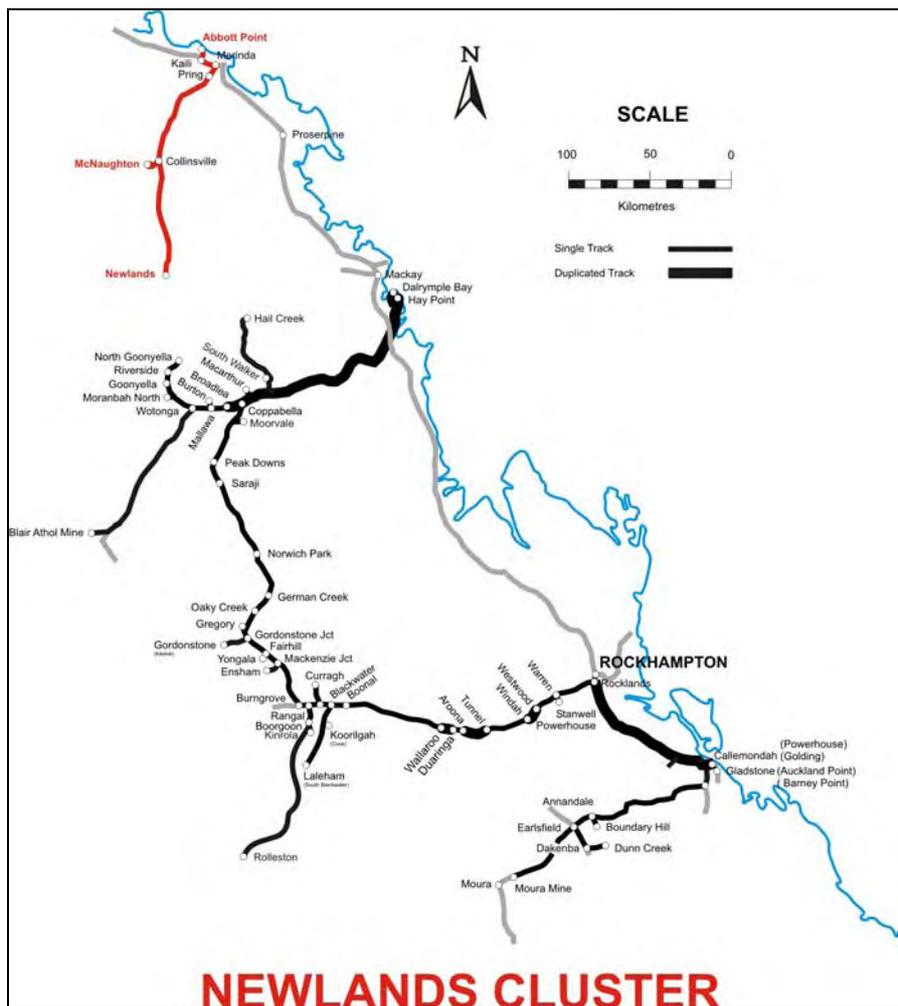
### 8.3.4 Unloading Facilities

<i>Nominated Unloading Facilities</i>	<i>Average Unloading Time (hours) per return trip assessed on a monthly basis</i>
• Abbot Point	1.6

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<sup>30</sup> This is an estimate of loading time for this Loading Facility. QR Network will review this loading time following commencement of the operation of Train Services from this Loading Facility. Until such review and approval of this or a varied loading time by the QCA, QR Network will not vary the Access Charge for a Train Service operating from this Loading Facility from the Reference Tariff due to the actual loading time for this Train Service varying from this estimate.

### 8.3.5 Cluster Map



(Note, the cluster map is shown in colour)

### 8.3.6 Additional Loading Facilities

A new coal loading facility may only be considered for addition to the above listed loading facilities if the loading facility itself, or the new Rail Infrastructure that will connect the loading facility to the existing Rail Infrastructure, will connect to the existing Rail Infrastructure at a point on the corridor between Collinsville and Newlands, or to the Line Section between Collinsville and McNaughton.

#### 8.4 Reference Tariff

(a) The Reference Tariff components are:

Reference Tariff Component	Reference Tariff (\$) July 05	Revised Reference Tariff (\$) July 07
AT <sub>1</sub>	1.203	1.39
AT <sub>2</sub>	186	196.97
AT <sub>3</sub>	4.652	5.00
AT <sub>4</sub>	0.658	0.71
AT <sub>5</sub>	0	-
EC	0	-
QCA Levy	0.00588	0.0056

(b) The First Escalation Date for the Revised Reference Tariff is 1 October 2007.

#### 8.5 System Forecast and System Allowable Revenue

Year	System Gtk ,000 gtk	System Allowable Revenue – AT <sub>2-4</sub>
2005/06	2,844,447	
2006/07	3,674,026	23,307,925
2007/08	3,718,598	24,953,480
2008/09	3,718,598	25,577,317

## Part C. – Provisions Specific to Individual Reference Train Services in the Western System

### 1. Application of this Clause

This Part C should be read in conjunction with Part A of this Schedule F.

### 2. Term

The term of this Reference Tariff is from 1 July 2005 to the Terminating Date.

### 3. Reference Train Service Characteristics

3.1 Further to Subclause 2.3.1 of Schedule F, Part A, the Reference Train Service has the following characteristics:

- (a) a train length (including the locomotive/s) of 675 metres<sup>31</sup>;
- (b) a maximum axle load of 15.75 tonne; and
- (c) utilisation of diesel traction.

3.2 An Access Seeker for a Reference Train Service will have its Train Service Entitlement:

- (a) based on its Trains being available for operation 24 hours per day and 360 days per year; and
- (b) specified in terms of Timetabled Traffic and will comply with the applicable corridor scheduling procedures.

3.3 Loading Facilities

<i>Nominated Loading Facilities</i>	<i>Average Loading Time (hours) per return trip assessed on a monthly basis</i>
-------------------------------------	---

- |                             |     |
|-----------------------------|-----|
| • Ebenezer                  | 2.3 |
| • Jondaryan (New Acland)    | 2.5 |
| • Macalister (Wilkie Creek) | 3.3 |

3.4 Unloading Facilities

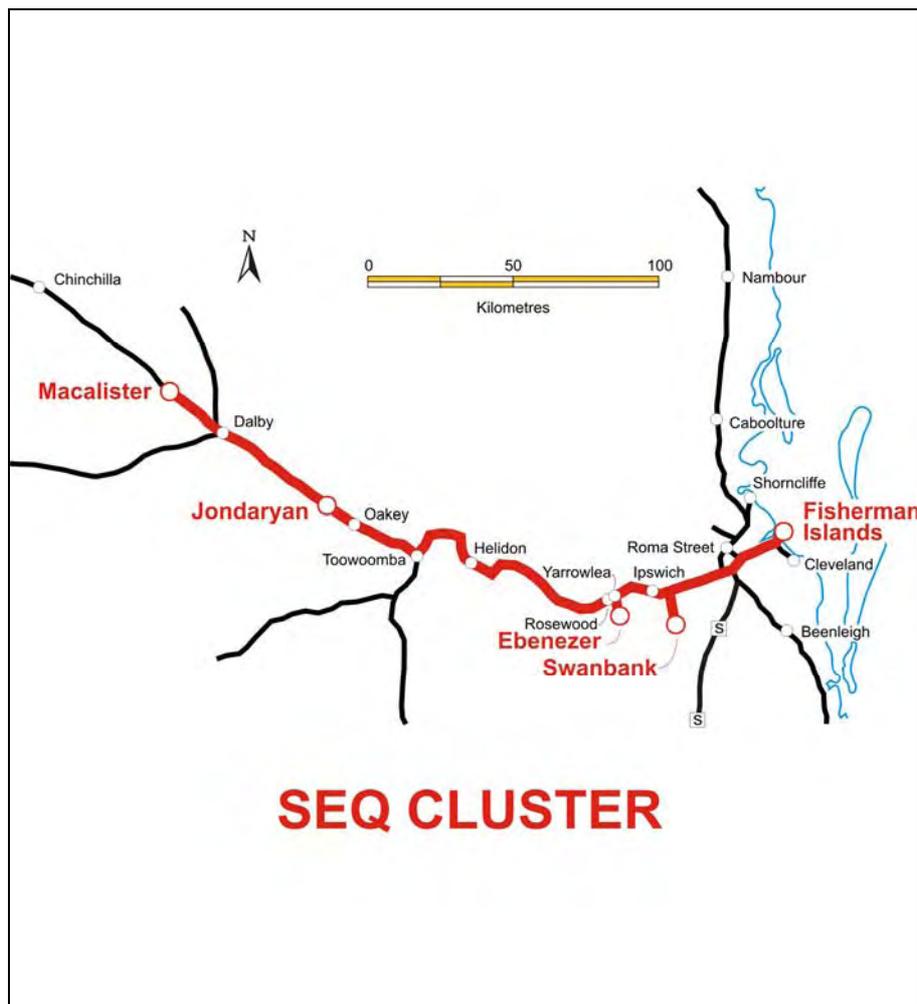
<i>Nominated Unloading Facilities</i>	<i>Average Unloading Time (hours) per return trip assessed on a monthly basis</i>
---------------------------------------	---

- |                                 |                   |
|---------------------------------|-------------------|
| • Fisherman Islands coal loader | 2.3               |
| • Swanbank                      | 2.0 <sup>32</sup> |

<sup>31</sup> This train length comprises the following: static train length (which is the straight addition of individual rollingstock lengths) plus an allowance of 2% of this static train length for train handling accuracy and for slack movement in drawgear (includes free slack in the drag box, compression of the draftgear, clearance/free slack due to coupler wear and pin clearance at the yoke).

<sup>32</sup> This is an estimate of unloading time for this Unloading Facility based on the actual data to date. QR Network will review this unloading time following 30 June 2006. Until such review and approval of this or a varied unloading time by the QCA, QR Network will not vary the Access Charge for a Train Service operating to this Unloading Facility from the Reference Tariff due to the actual unloading time for this Train Service varying from the estimate.

### 3.5 Cluster Map



(Note, the cluster map is shown in colour)

### 3.6 Additional Loading Facilities

A new coal loading facility may only be considered for addition to the above listed loading facilities if the loading facility itself, or the new Rail Infrastructure that will connect the loading facility to the existing Rail Infrastructure, will connect to the existing Rail Infrastructure at a point on the corridor between Bundamba and Macalister or to any of the branch lines to any Nominated Loading Facility

## 4. Reference Tariff

4.1 The applicable Reference Tariff for the nominated Reference Train Service shall be assessed as:

$$\left( AT_1 \times \frac{gtk}{1000} \right) + (QCALevy \times nt)$$

where:

- $AT_1$  is the variable part of the Reference Tariff that is levied on a gross tonne kilometre basis specified as  $AT_1$  for the nominated Reference Train Service in this Part C;
- $gtk$  is the gross tonne kilometres attributed to the relevant Train Service, being the total gross weight (in tonnes) of the Rollingstock utilised in the relevant Train Service (including all goods, product, persons or matter carried) multiplied by the distance (in kilometres) travelled by the Train Service;
- $nt$  is the net tonnes attributed to the relevant Train Service, being the total gross weight (in tonnes) of the Rollingstock when loaded utilised in the relevant Train Service (including all goods, product, persons or matter carried) less the weight of such Rollingstock (in tonnes) when empty; and

QCA Levy is the fee allocated to the nominated Reference Train Service to cover the fees imposed by the QCA upon beneficiaries of its regulatory services.

- 4.2 The amounts of  $AT_1$  and the QCA Levy specified in this Part C are GST exclusive. An amount for GST will be added to the total calculated Access Charge, in accordance with the provisions of the applicable Access Agreement, when an Access Holder is invoiced.
- 4.3 For the purposes of this Part C, a Train Service is a one way Train Service, that is, the journey from the Nominated Loading Facility to the Nominated Unloading Facility is one Train Service, and the return journey from the Nominated Unloading Facility to the Nominated Loading Facility is a second Train Service.
- 4.4 For the purposes of this Clause 4, the  $gtk$  measure shall be assessed for the relevant Train Service over the Billing Period for which the Reference Tariff is being calculated.
- 4.5 The amount of the Reference Tariff is:
- (a) The Reference Tariff components (as at 1 July 2005) are:

Reference Tariff Component	Reference Tariff \$
$AT_1$	10.50
QCA Levy	0.00588

- (b) The First Escalation Date is 1 October 2005.

## 5. Take or Pay

- 5.1 QR Network will be entitled to earn Take or Pay revenue in accordance with the provisions of this Clause 5.
- 5.2 Take or Pay revenue from a particular Reference Train Service will be determined for each Year, and invoiced following completion of that Year, as the amount which is eighty percentage points (80%) of the amount calculated by multiplying:

- (a)  $AT_1$  (at the rate applicable in the final Quarter of the Year); by
- (b) the gtk calculated by:
  - (i) the gtk that would have been achieved for the subject Year had the full contracted entitlement been railed for the relevant Train Service; less
  - (ii) the gtk not railed for the subject Year due to the non operation of Train Services for a QR Network Cause; less
  - (iii) the gtk railed for the subject Year;

provided always that the amount of Take or Pay for the Year shall not be less than zero.

5.3 In order to calculate gtk for the purposes of Subparagraphs 5.2(b)(i) and (ii), QR Network will:

- (a) identify from the Access Agreement the number of train paths that would have been utilised had the full contracted entitlement been attained; and
- (b) determine the number of train paths that were not utilised due to a QR Network Cause,

and convert this to gtk by using a nominal payload per loaded Train Service as reasonably determined by QR Network.

5.4 QR Network shall provide to the Access Holder information on how it has determined the amount of the Take or Pay at the same time as it is invoiced.

**Schedule FB*****Maintenance Of Regulatory Asset Base For Central Queensland Coal Region*****1. CENTRAL QUEENSLAND REGULATORY ASSET BASE**

- 1.1 QR Network will maintain a Regulatory Asset Base for the Central Queensland Coal Region for the purposes of Paragraph 6.2.4(c) of this Undertaking.
- 1.2 For the purposes of Clause 1.1, on an annual basis, QR Network will roll forward the asset values in its Regulatory Asset Base, applying the following principles:
- (a) the opening asset valued will be indexed for the Year using the Consumer Price Index: All Groups – Brisbane (Australian Bureau of Statistics Publication No. 6401.0), as first published;
  - (b) depreciation of the assets will be calculated for the Year on a straight line basis, using the QCA endorsed asset lives;
  - (c) the value of asset disposals and transfers during the Year will be subtracted from the Regulatory Asset Base;
  - (d) prudent capital expenditure will be added to the Regulatory Asset Base, where prudent capital expenditure is that accepted by the QCA in accordance with Clause 2 of this Schedule; and
  - (e) the value of the assets in the Regulatory Asset Base will be adjusted in accordance with Clauses 1.3 to 1.6 of this Schedule.
- 1.3 The value of assets contained in the Regulatory Asset Base may be increased by QR Network if:
- (a) it is at the end of the Term and QR Network is seeking to include a valuation for intangible assets, being a matter that was not considered as part of the initial valuation of assets contained in the Regulatory Asset Base; or
  - (b) additional sections of existing Rail Infrastructure are incorporated into the Central Queensland Coal Region, in which case the additional sections will be initially valued in accordance with the Depreciated Optimised Replacement Cost methodology,
- provided that the increase in asset value must first be accepted by the QCA.
- 1.4 The QCA will not require the value of assets contained in the Regulatory Asset Base to be reduced unless:
- (a) the QCA made its decision to accept the expenditure in the Regulatory Asset Base on the basis of information provided by QR Network that QR Network knew, or should have known, was false or misleading at the time it provided the information;

- (b) circumstances arise in the future where demand has deteriorated to such an extent that regulated prices on an unoptimised asset would result in a further decline in demand; or
- (c) it becomes clear that there is a possibility of actual (not hypothetical) bypass.

For clarity, a reduction or cessation in the utilisation of a section of QR Network's Rail Infrastructure within an Individual Coal System Infrastructure will not result in a reduction in any asset values in the Regulatory Asset Base for that Individual Coal System Infrastructure unless it triggers the criteria above.

## **2. ACCEPTANCE OF CAPITAL EXPENDITURE INTO THE REGULATORY ASSET BASE**

### **2.1 General Capital Expenditure Approval Process**

- (a) The QCA will determine what capital expenditure should be accepted into QR Network's Regulatory Asset Base, which is used for the purposes of assessing Reference Tariffs. The QCA's prior approval is not required for any capital expenditure.
- (b) The QCA will accept all prudent capital expenditure into the Regulatory Asset Base. Prudence has three aspects:
  - (i) prudence in scope;
  - (ii) prudence in standard of works; and
  - (iii) prudence in cost.

The QCA's consideration of prudent capital expenditure will be in accordance with Clause 2.3 of this Schedule.

- (c) While Reference Tariffs may include a Capital Indicator at the beginning of a regulatory period, this does not imply an acceptance by the QCA of this level of capital expenditure for inclusion in the Regulatory Asset Base. The assessment of whether actual capital expenditure will be accepted into the Regulatory Asset Base will only be made after the expenditure has been incurred, subject to Clause 2.2 of this Schedule which provides for pre-approval by the QCA of certain aspects of the capital expenditure. For clarity, actual capital works undertaken by QR Network during a regulatory period may be deemed to not be prudent and therefore not accepted by the QCA for inclusion in the Regulatory Asset Base, even though total capital expenditure may be within the amount incorporated into the Reference Tariffs.
- (d) If, in assessing the prudence of QR Network's capital expenditure, the QCA considers that the scope of capacity enhancement is in excess of that needed to accommodate current contracted demand, likely future demand within a reasonable timeframe and any spare capacity considered appropriate (referred to as "Reasonable Demand") the prudent costs associated with that capacity enhancement (as specified by the QCA) will be set aside and escalated at the rate of CPI until a future point in time when the capacity enhancements are accepted by the QCA as required to meet Reasonable Demand. At

this time, the QCA will accept the capital expenditure into the Regulatory Asset Base at its escalated value.

- (e) QR Network will provide a copy of its strategic asset management plan to the QCA, describing the general standards QR Network will apply in determining whether to incur capital expenditure by replacing assets within the Regulatory Asset Base rather than maintaining the existing assets (on approval by the QCA being the Network Asset Management Plan). The Network Asset Management Plan is not intended to be binding on QR Network, or represent a pre-assessment of prudence by the QCA, but is intended to provide a useful guide as to the prudence of the scope of QR Network's proposed Asset Replacement Expenditure. QR Network will advise the QCA of any proposed amendments to the Network Asset Management Plan over the Term. If the QCA assesses any proposed amendments to the Network Asset Management Plan as material, it will notify QR Network and those amendments will not be taken into account when considering consistency with the Network Asset Management Plan in accordance with this Schedule, unless the strategic asset management plan including the proposed amendments is resubmitted by QR Network for approval by the QCA, and is approved by the QCA.
- (f) The QCA will consider for inclusion in the Regulatory Asset Base any capital expenditure submitted by QR Network and either:
  - (i) advise QR Network in writing that it has approved the capital expenditure for inclusion in the Regulatory Asset Base; or
  - (ii) if the QCA is considering refusing approving an element of QR Network's capital expenditure for inclusion in the Regulatory Asset Base, the QCA will give to QR Network a preliminary notice of the QCA's decision, stating the reasons and the way it considers it appropriate to adjust the amount of the capital expenditure.
- (g) If the QCA gives QR Network a preliminary notice under Paragraph 2.1(f) of this Schedule:
  - (i) within thirty (30) days of QR Network being given the preliminary notice, QR Network may revise the amount of the capital expenditure and/or provide additional information supporting its view that the capital expenditure was prudent; and
  - (ii) the QCA will consider the information provided under Subparagraph 2.1(g)(i) and either approve or refuse to approve the capital expenditure.

## 2.2 Regulatory Pre-Approval of the Scope of Capital Expenditure

- (a) The QCA will accept the scope of a capital expenditure project as prudent if:
  - (i) it is Asset Replacement Expenditure and the total amount proposed to be expended over the regulatory period is consistent with the asset age and composition of the assets in the Central Queensland Coal Region and asset replacement is

- in accordance with QR Network's Network Asset Management Plan. However, the QCA retains the right to review the composition of Asset Replacement Expenditure; or
- (ii) it is General Expansion Capital Expenditure and the scope of the capital expenditure has been accepted by Customers in accordance with Paragraph 2.2.2(d); or
  - (iii) it is Customer specific capital expenditure for a spur line to a mine which is to be included as a loading point for a Reference Tariff developed in accordance with Part 6 of the Undertaking, and the scope of the capital expenditure has been accepted by the Customer concerned.
- (b) The QCA will consider, if requested, a QR Network submission seeking regulatory pre-approval of the standard of a capital expenditure project accepted by Customers in accordance with Paragraph 2.2.2(d), provided that QR Network has provided sufficient information to the QCA to allow it to reasonably consider the request for pre-approval given the criteria set out in Subclause 2.3.3. In such cases, the QCA will consider prudence of standard in accordance with Subclause 2.3.3 of this Schedule. The QCA will advise QR Network whether it will provide pre-approval of the standard of the capital expenditure project.
  - (c) The QCA will consider, if requested, a submission from QR Network, an Access Seeker, an Access Holder or a Customer seeking regulatory pre-approval of the scope of a capital expenditure project where a capital expenditure project has not been accepted by Customers in accordance with Paragraph 2.2.2(d) (including a project that has been omitted from the Master Plan and/or the Customer Group acceptance process under Paragraph 2.2.2), provided that QR Network, the Access Seeker, the Access Holder or the Customer (as the case may be) has provided sufficient information to the QCA to allow it to reasonably consider the request for pre-approval given the criteria set out in Subclause 2.3.2. In such cases, the QCA will consider the prudence of the scope of the capital expenditure project taking into account the extent to which QR Network has achieved compliance with Paragraph 2.2.2(d), and the criteria set out in Subclause 2.3.2 of this Schedule. The QCA will advise QR Network whether it will provide pre-approval of the scope of the capital expenditure project.
  - (d) In all circumstances other than those specified in this Clause 2.2, the QCA will assess the prudence of the scope, standard and costs of capital expenditure projects when QR Network submits them for inclusion in the Regulatory Asset Base using the approach outlined in Clause 2.3 of this Schedule.

#### 2.2.1. Master Plan Process

- (a) QR Network will establish a Coal System Master Planning Forum comprising:
  - (i) Customers for coal carrying Train Services;

- (ii) Access Holders that hold Access Rights for coal carrying Train Services and Access Seekers that are seeking Access Rights for coal carrying Train Services;
- (iii) the owners and/or operators of ports utilised by coal carrying Train Services and other coal unloading destinations;
- (iv) the Queensland Resources Council, as an observer only; and
- (v) the QCA, as an observer only.

QR Network must provide all participants with at least ten (10) Business Days prior notice of any proposed meetings of the Coal System Master Planning Forum and, at least five (5) Business Days prior to the proposed meeting, provide each participant with an agenda of the issues to be discussed, and any materials to be considered in the meeting.

- (b) QR Network will actively involve the Coal System Master Planning Forum in the development of a comprehensive Coal System Master Plan. The Coal System Master Plan must be for a minimum of three (3) years but can extend to a longer time period.
- (c) QR Network is to provide an updated Coal System Master Plan to the Coal System Master Planning Forum by the end of June each year.
- (d) The Coal System Master Plan must contain information on the following categories of capital expenditure:
  - (i) Asset Replacement Expenditure, (provided at an aggregated level only);
  - (ii) General Expansion Capital Expenditure, further categorised into:
    - (A) projects for which Customer Group acceptance is sought; and
    - (B) projects for which Customer Group acceptance is not sought; and
  - (iii) Customer specific spur projects.
- (e) A Customer Group is defined as all Customers who have responsibility for Reference Tonnes. Reference Tonnes means that portion of a Customer's annual tonnage that:
  - (i) is charged, or will be charged, an Access Charge which is based on a Reference Tariff (including for the avoidance of doubt, Access Charges which are varied from the Reference Tariff pursuant to Paragraph 6.1.1(b) of the Undertaking or Clause 4 of Part A of Schedule F);
  - (ii) will have its Access Charge affected at any future time by the inclusion in the Regulatory Asset Base of the capital expenditure projects for which Customer acceptance is sought (i.e. typically within the same Individual Coal System Infrastructure); and
  - (iii) is:

- (A) currently included in an Access Agreement that will be in force at the time that is five (5) years after the approval is sought for the number of tonnes specified in the Access Agreement for a twelve (12) month period starting five (5) years after the first day of the month in which the approval is sought and where there is a legally binding commitment to that tonnage in the Access Agreement (even if this commitment is conditional upon completion of the required Capacity Enhancements or upon other conditions which are the responsibility of QR Network to satisfy or can be waived by QR Network); or
  - (B) where annual tonnage is included in an Access Agreement which is due to expire within the next five (5) years, and it is reasonably expected that the Access Agreement will be extended or a new Access Agreement entered in respect of substantially the same annual tonnages from the existing mine which has the benefit of the Access under the existing Access Agreement or a Replacement Mine (taking into account factors such as whether the relevant Customer or Access Holder is seeking an extension of the Access Agreement and the projected remaining life of the mine or Replacement Mine referred to in this Subparagraph 2.2.1(e)(iii)(B)), the annual tonnage in the last year of the Access Agreement.
- (f) QR Network will identify which Customers comprise a particular Customer Group with reference to Access Agreements that are in place at the date that Customer Group acceptance of capital projects is sought.
- (g) QR Network will provide sufficiently detailed information on scope, standard and preliminary costs in order for projects to be considered by Customer Groups. This will include information that:
  - (i) identifies, by Central Queensland Coal Region and by Individual Coal System Infrastructure, capacity analysis information, reasons for the expansion, identification of the projects that will be required to provide increased Capacity to meet increased demand and estimated trigger points for each project;
  - (ii) identifies for each specific project, the scope of the project and describes the general standard of works, the additional capacity to be delivered by the expansion and preliminary cost information;
  - (iii) quantifies the impact on existing capacity during construction and measures for ameliorating this impact; and
  - (iv) provides the rationale for the choice of project, including the consideration of alternative solutions. QR Network should present both a preliminary analysis of the other track solutions considered by QR Network, as well as an indicative assessment of alternative supply chain solutions arising from

discussions with other (present and prospective) logistics providers in the coal supply chain (note that this may involve capacity solutions which QR Network cannot deliver, but which may present a better system solution).

In the event that the information provided by QR Network is inadequate or inappropriate, this may form a bona fide basis for an objection pursuant to Paragraph 2.2.2(b).

- (h) Customers are to jointly have access to QR Network's capacity analysis model via one appointed external consultant (at the Customers' cost) to undertake a peer review of the model and the model's output. QR Network will run a reasonable range of scenarios for consideration by Customers. Capacity modelling is to be undertaken on the basis of upfront agreement about model parameters and the sensitivity analysis to be conducted on these modelling parameters, with any dispute on model parameters being referred to the QCA for resolution.

### 2.2.2 Customer Acceptance of Projects

- (a) QR Network may seek a Customer Group acceptance of the scope of capital expenditure projects that are included in the Coal System Master Plan prior to proceeding with the projects in order to gain pre-approval of the scope of the project in accordance with Subparagraph 2.2(a)(ii). If QR Network seeks such Customer acceptance:
  - (i) QR Network will provide a written request to each Customer in the Customer Group and provide advice on:
    - (A) the specific list of capital expenditure projects from the Coal System Master Plan for which it is seeking Customer Group acceptance; and
    - (B) QR Network's assessment of the Customer's Reference Tonnes and the total number of Reference Tonnes relating to the list of capital expenditure projects. If, after discussions with QR Network, within two (2) weeks of receiving the written request under Paragraph 2.2.2(a), any party wishes to query these tonnages or the composition of the Customer Group, they should notify the QCA to seek verification. QR Network and the notifying party must, on request from the QCA, make available all documents necessary to verify the Customer's tonnages or its assessment of the Customer Group (and the QCA will confine its assessment to the information provided). The QCA shall notify QR Network and the notifying party of its decision within two (2) weeks of receiving this notification; and
  - (ii) QR Network will notify contemporaneously any Customer which has not been included within the Customer Group on the basis of QR Network's assessment that Subparagraph 2.2.1(e)(iii)(B) has not been satisfied. If, after discussions with QR Network, within two (2) weeks of receiving such notification, the Customer wishes to query its non-inclusion in the Customer Group, they should notify the QCA to seek

verification. QR Network and the notifying party must, on request from the QCA, make available all documents necessary to verify whether the Customer should have been included in the Customer Group and, if so, the Customer's Reference Tonnes (and the QCA will confine its assessment to the information provided). The QCA shall notify QR Network and the notifying party of its decision within two (2) weeks of receiving this notification. The Customer in question bears the onus of demonstrating to the QCA's satisfaction that Subparagraph 2.2.1(e)(iii)(B) was satisfied.

- (b) Unless a Customer in a Customer Group has, within six (6) weeks of receiving the request under Subparagraph 2.2.2(a)(i), lodged with QR Network bona fide objections to the proposed capital expenditure including reasons why it believes the proposed capital expenditure is not required, then the Customer will be deemed to have accepted the scope of the proposed capital expenditure projects. If any Customer provides information, and claims confidentiality to the extent that it cannot be disclosed to the QCA, that confidential information will be disregarded.
- (c) When determining objections, QR Network may seek QCA approval to disregard any votes on the basis that a specific objection is not bona fide. The QCA shall consult with that Customer in reaching a decision. The QCA shall advise QR Network and that Customer of its decision within two (2) weeks of receiving this request from QR Network.
- (d) Customer acceptance of the scope of a capital expenditure project will be deemed to have been received if at least 60% of the Customer Group (as assessed by weighting Customers in accordance with their Reference Tonnes) accepts the scope of the proposed capital expansion projects.
- (e) Within ten (10) weeks of QR Network having sought acceptance of proposed capital expenditure projects under Paragraph 2.2.2(a), QR Network will notify each member of the Customer Group of the results of the vote. In the event that a project has not been accepted by the Customer Group, QR Network will provide each member with details regarding the number and percentage of objections received and, on request, will make available any objecting submissions, excluding any specific sections which the submitting Customer has specified as confidential.
- (f) A Customer who considers that a project should receive regulatory pre-approval of scope, notwithstanding that Customer acceptance has not been secured, may apply to the QCA under Paragraph 2.2(c). In this case, QR Network will, on request from the QCA, make available to the QCA all relevant documents, including any confidential elements of objections.

## 2.3 Prudency of Capital Expenditure

### 2.3.1 Assessment of Prudency of Capital Expenditure

- (a) In assessing whether the capital expenditure undertaken is prudent, the QCA will:

- (i) only consider information that was, or would reasonably have been, available to QR Network (or, for a period prior to the Commencing Date, QR) at the time of making the investment decision (and in assessing the prudence of capital expenditure on the basis of that information, the QCA can take into account any advice or comments received pursuant to Paragraph 2.3.1(b) of this Schedule); and
  - (ii) take into account the extent to which QR Network (or, for a period prior to the Commencing Date, QR) has achieved compliance with Paragraph 2.2.2(d) of this Schedule. For example, where a significant number of Customers have accepted the scope of works but the threshold test for Paragraph 2.2.2(d) has not been met.
- (b) The QCA will take advice as it considers necessary from independent advisors using appropriate benchmarks and experience, and consult as it considers necessary with relevant stakeholders.

### 2.3.2 Prudence of Scope of Works

- (a) Assessing the prudence of scope of works involves assessing whether the works are reasonably required.
- (b) The QCA will accept the scope of capital projects:
  - (i) if it has been approved by a Customer Group under Paragraph 2.2.2(d) of this Schedule; or
  - (ii) if QR Network can demonstrate to the QCA's reasonable satisfaction, having regard to the factors set out in Paragraph 2.3.2(c) of this Schedule, QR Network (or, for a period prior to the Commencing Date, QR) had reasonable grounds for proceeding with a project given the circumstances relevant at the time the investment decision was made.
- (c) In assessing the scope of capital expenditure projects QCA shall have regard to, inter alia:
  - (i) the Coal System Master Plan, if any;
  - (ii) the need to accommodate what is reasonably required to comply with Access Agreements;
  - (iii) the extent of Reasonable Demand, and the need for new capital projects to accommodate that demand;
  - (iv) the age and condition of existing assets, the need for replacement capital projects, and consistency with the Network Asset Management Plan;
  - (v) QR Network's (or, for a period prior to the Commencing Date, QR's) legislative requirements, including relating to workplace health and safety and environmental requirements;
  - (vi) the appropriateness of QR Network's (or, for a period prior to the Commencing Date, QR's) processes to evaluate and select proposed capital projects, including the extent to which alternatives are evaluated as part of the process;

- (vii) the extent to which capital projects that were undertaken were subjected to the capital evaluation and selection process; and
- (viii) the extent to which consultation has occurred with relevant stakeholders about the proposed capital projects.

### 2.3.3 Prudency of Standard of Works

- (a) Assessing the prudency of standard of works involves assessing whether the works are of a reasonable standard to meet the requirements of the scope and are not overdesigned such that they are beyond the requirements of the scope.
- (b) The QCA will accept the standard of the works undertaken where:
  - (i) QR Network can demonstrate to the QCA's reasonable satisfaction, having regard to the factors set out in Paragraph 2.3.3(c), QR Network (or, for a period prior to the Commencing Date, QR) had reasonable grounds for its design of the infrastructure standards; or
  - (ii) the proposed works are consistent in all material respects with the existing standard and configuration of adjacent infrastructure and/or existing infrastructure with similar usage levels, or its modern engineering equivalent, to the extent that the standard of the adjacent or existing infrastructure has previously been accepted by the QCA as being reasonable.
- (c) Where QR Network proposes to depart from the standard and configuration of adjacent and/or existing infrastructure with similar usage levels in assessing the standard of the works undertaken, or where the standard of such existing or adjacent infrastructure has not been approved by the QCA, the QCA will have regard to, inter alia:
  - (i) the requirements of operators and what is reasonably required to comply with Access Agreements;
  - (ii) current and likely future usage levels;
  - (iii) the requirements of the National Codes of Practice;
  - (iv) the requirements of other relevant Australian design and construction standards;
  - (v) QR Network's design standards contained within its Safety Management System and which is accepted by the Safety Regulator; and
  - (vi) all relevant legislation, including requirements by any Authority (e.g. the Safety Regulator and the EPA).

### 2.3.4 Prudency of Costs

- (a) Assessing the prudency of costs involves assessing whether the costs are reasonable for the scope and standard of work done.
- (b) In assessing the reasonableness of the cost of works undertaken, the QCA will have regard to, inter alia:
  - (i) QR Network's Network Asset Management Plan;

- (ii) QR Network's Coal System Master Plan;
  - (iii) the level of such costs relative to the scale, nature, cost and complexity of the project;
  - (iv) the circumstances prevailing in the markets for engineering, equipment supply and construction;
  - (v) QR Networks's Procurement Policy approved by the QCA under Paragraph 2.3.4(c) of this Schedule; and
  - (vi) the manner in which the capital works have been managed, including but not limited to the manner in which QR Network (or, for a period prior to the Commencing Date, QR) has balanced the needs of:
    - (A) safety during construction and operation;
    - (B) compliance with environmental requirements during construction and operation;
    - (C) minimising disruption to the operation of Train Services during construction;
    - (D) accommodating reasonable requests of Access Holders to amend the scope and sequence of works undertaken to suit their needs;
    - (E) minimising whole of asset life costs including future maintenance and operating costs;
    - (F) minimising total project cost which may at times not be consistent with minimisation of individual contract costs;
    - (G) aligning other elements in the supply chain; and
    - (H) meeting contractual timeframes and dealing with external factors.
- (c) QR Network will submit a Procurement Policy to the QCA for approval. The Procurement Policy will identify:
- (i) the procurement options available to QR Network, eg tender for individual project, tender for program, alliance, internal provision of services;
  - (ii) the reasons why QR Network may choose to use the alternate options;
  - (iii) the mechanisms QR Network will use to ensure that it achieves value for money in its procurement; and
  - (iv) the manner in which QR Network can demonstrate that it has followed this Procurement Policy.
- (d) The QCA will approve or not approve QR Network's Procurement Policy and advise QR Network accordingly.

### **3. CAPITAL EXPENDITURE CARRYOVER ACCOUNT**

#### **3.1 Capital Indicator**

- (a) For the purpose of determining Reference Tariffs for the Central Queensland Coal Region, a Capital Indicator of \$160 million per year has been included. This amount has been allocated as follows:
  - (i) 7.5% to electrification assets in the Blackwater system;
  - (ii) 35% to non-electrification assets in the Blackwater system;
  - (iii) 7.5% to electrification assets in the Goonyella system;
  - (iv) 35% to non-electrification assets in the Goonyella system;
  - (v) 10% to the Moura system; and
  - (vi) 5% to the Newlands System.
- (b) For the purposes of calculating the Reference Tariffs, it has been assumed that the Capital Indicator will be used for assets with an average life of thirty-five (35) years;
- (c) For the purpose of determining the Reference Tariff for the Vermont via Blackwater Cluster, an additional amount of \$47.3 million has been added to the Capital Indicator in paragraph 3.1 for the year 2008-09. This amount has been allocated to the Goonyella system and is assumed to have an average life of 25 years.

### 3.2 Capital Expenditure Carryover Account

- (a) QR Network will maintain a register in which it will annually record all Approved Capital Expenditure. The register will include the following information:
  - (i) capital expenditure by project;
  - (ii) categorisation of capital expenditure based on Individual Coal System Infrastructure; and
  - (iii) for the Blackwater and Goonyella coal systems, categorisation of capital expenditure to that related to electrification assets and that not related to electrification assets.
- (b) If, at the end of each Year, the Approved Capital Expenditure differs from the Capital Indicator, the difference will give rise to an entry in the Capital Expenditure Carryover Account. The balance recorded in the Capital Expenditure Carryover Account will be deemed as:
  - (i) an under recovery of revenue, if the Approved Capital Expenditure exceeds the Capital Indicator; or
  - (ii) an over recovery of revenue, if the Approved Capital Expenditure is less than the Capital Indicator.
- (c) The balance recorded in the Capital Expenditure Carryover Account will include:
  - (i) a return on capital component, calculated as the difference between the return on capital assumed for the Capital Indicator and the return on capital that should have applied for the Approved Capital Expenditure, accrued at the Discount Rate;
  - (ii) a depreciation component, calculated as the difference between the depreciation assumed for the Capital Indicator

and the depreciation that should have applied for the Approved Capital Expenditure; and

- (iii) a tax depreciation component, calculated as the difference between the tax depreciation assumed for the Capital Indicator and the tax depreciation that should have applied for the Approved Capital Expenditure,

and will be calculated using the modelling parameters and assumptions used to determine the Reference Tariffs.

- (d) The balance in the Capital Expenditure Carryover Account at the end of each Year will be rolled forward at the Discount Rate.
- (e) The balance in the Capital Expenditure Carryover Account at the end of the Term will be taken into account when determining Reference Tariffs to apply in the next undertaking with the intention of clearing the Capital Expenditure Carryover Account over the term of that next undertaking. In the event there is no next undertaking, the balance in the Capital Expenditure Carryover Account will be recovered from, or returned to, Access Holders (as the case may be) in the form of a single payment following the Terminating Date.

#### 4. Definitions and Interpretation

- 4.1 In this Schedule, references to Parts, Clauses, Subclauses, Paragraphs and Subparagraphs are references to Parts, Clauses, Subclauses Paragraphs and Subparagraphs contained in this Schedule unless otherwise stated.
- 4.2 The following definitions are specific to this Schedule. In addition to these definitions, Part 10 of the Undertaking sets out the definitions of defined terms used in this Schedule and applicable to the Undertaking generally:

**“Approved Capital Expenditure”** means all capital expenditure approved by the QCA in accordance with Clause 2 of Schedule FB (or, for a period prior to the Commencing Date, Clause 2, Schedule FB of the 2005 Undertaking), except for capital expenditure for a new spur line to a mine where the Train Services servicing that mine are included in a new Reference Train Service and the value of that new spur line is included in a new Reference Tariff;

**“Asset Replacement Expenditure”** means expenditure on capital projects required to maintain the existing capacity of the Rail Infrastructure (for example, the replacement of life expired or obsolete assets);

**“Capital Expenditure Carryover Account”** means the account maintained by QR Network recording the difference between Approved Capital Expenditure and the Capital Indicator in the manner specified in Clause 3.2 of this Schedule;

**“Coal System Master Plan”** means the plan relating to QR Network’s proposed capital expenditure projects containing the information specified under Paragraph 2.2.1(d) of this Schedule;

**“Coal System Master Planning Forum”** means the forum of that name established under Paragraph 2.2.1(a) of this Schedule;

**“Customer Group”** has the meaning given to that term in Paragraph 2.2.1(e) of this Schedule;

**“General Expansion Capital Expenditure”** means expenditure on capital projects required to expand the existing capacity of the Rail Infrastructure, where that Rail Infrastructure is utilised for the benefit of more than one Customer or more than one Access Holder;

**“National Codes of Practice”** means the codes developed by the Australian Rail Association to identify, at a high level, the standards required for rail infrastructure in Australia;

**“Network Asset Management Plan”** means the plan prepared by QR Network and approved by the QCA under Paragraph 2.1(e) of this Schedule;

**“Procurement Policy”** means the policy approved by the QCA under Paragraph 2.3.4(c) of this Schedule;

**“Queensland Resources Council”** means the Queensland Resources Council Ltd ABN 59 050 486 952;

**“Reasonable Demand”** has meaning given to that term in Paragraph 2.1(d) of this Schedule;

**“Reference Tonnes”** has the meaning given to that term in Paragraph 2.2.1(e) of this Schedule;

## **SCHEDULE G**

### ***Network Management Principles***

#### **Part A. Scheduling Principles**

##### **1. Train Service Entitlements**

- a) Access Holders operating the same types of traffics will have their Train Service Entitlements defined using consistent terminology<sup>1</sup>.
- b) Train Service Entitlements will be expressed in terms that can be interpreted for the development of a Master Train Plan (MTP), a Weekly Train Plan (WTP), where necessary, and a Daily Train Plan (DTP).
- c) Where an Access Seeker's required Capacity cannot be met fully, the Access Seeker may, in accepting a Train Service Entitlement, note its interest in the Committed Capacity Register and/or the Capacity Resumption Register and if the relevant Capacity becomes available, the Access Seeker will be able to negotiate for that Capacity, along with any other interested parties.

##### **2. Master Train Plan Principles**

- a) The MTP will detail the Capacity required for the provision of Train Service Entitlements and periods of time allocated for the purposes of providing Planned Possessions, in a form that indicates the time/distance (location) relationship of the Train Services and other activities on the Rail Infrastructure in question. Train Service Entitlements applicable to Timetabled Traffics will be allocated particular Train Paths. Train Service Entitlements applicable to Cyclic Traffics will be detailed in the MTP as an allocation of Capacity required for the maximum level of operation for such Train Service Entitlements. In other words, the Train Paths indicated in the MTP for Cyclic Traffic need not necessarily represent the Train Paths that those Train Services will operate on. This will be the case for coal traffics. However, in the case of some Cyclic Traffics, like grain, the Train Paths indicated in the MTP may well indicate the actual Train Path that a Train Service will operate on. Where Cyclic Traffics and Timetabled Traffics both appear in the same MTP, they will be separately identified.
- b) Unless otherwise expressly provided in an Access Holder's Access Agreement, the MTP may be modified, as specified in Paragraphs c), d), e) and f) of these MTP Principles, where:
  - i) an Access Holder notifies QR Network that it wishes to make a long-term change to the **times** at which its Train Service/s, as scheduled in the MTP, operate, provided that change is within the scope of its Train

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<sup>1</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.

- Service Entitlement, and does not result in any other Access Holder's scheduled Train Service/s not being met, or a Planned Possession not being met;
- ii) QR Network receives a request from a party to run an Ad Hoc Train Service, provided that the Ad Hoc Train Service would not result in any existing Access Holder's scheduled Train Service/s not being met, or a Planned Possession not being met;
  - iii) a Planned Possession is cancelled;
  - iv) QR Network notifies all affected parties that 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 Holder's Train Service Entitlement, provided that the new or additional 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;
  - v) QR Network notifies all affected parties that it wishes to make a long-term change to the **times**<sup>2</sup> at which one or more scheduled Train Service/s operate, provided that change is within the scope of the relevant Access Holders' Train Service Entitlement/s and is intended to accommodate:
    - the creation of a new or additional Train Service Entitlement, through the signing of an Access Agreement, or the negotiation of a variation to an Access Holder's Train Service Entitlement, where that new or additional Train Service Entitlement cannot otherwise be reasonably accommodated on the MTP;
    - the creation of new Planned Possessions or the modification of existing Planned Possessions; or
    - any other Operational Constraint affecting the MTP;
  - vi) QR Network notifies all affected parties that it wishes to make a long-term change to the **times**<sup>3</sup> at which one or more scheduled Train Service/s operate, whether or not within the scope of the affected Access Holders' Train Service Entitlement/s, provided that change is intended to accommodate:
    - the creation of new Planned Possessions or the modification of existing Planned Possessions;
    - the creation of an additional Train Service Entitlement, through either the signing of an Access Agreement or the variation of an existing Access Agreement; or
    - any other Operational Constraint affecting the MTP;
- provided that where the change to the **times** at which scheduled Train Service/s operate results in any existing Access Holder's Train Service Entitlement not being met, such change is only made with the

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<sup>2</sup> Importantly, this provision only covers a change to the **TIME or TIMES** at which Train Service/s run, and not the other conditions under which a party has an entitlement to run Train Service/s, for instance, the Rollingstock or Rollingstock Configuration that the party may run under their Access Agreement, and the Nominated Network on which it may operate.

<sup>3</sup> See footnote 2 above.

agreement of such Access Holder/s, such agreement not to be unreasonably withheld;

- vii) QR Network notifies all affected parties, within the time period specified in the affected parties' Train Service Entitlements, of a long-term change to the times<sup>4</sup> at which one or more scheduled Train Service/s operate, whether or not within the scope of the affected Access Holders' Train Service Entitlements, for the purpose of carrying out Major Periodic Maintenance provided that, where such change is not within the scope of the affected Access Holders' Train Service Entitlements, QR Network has made reasonable efforts to mitigate the impact on that Access Holder. Any limitations upon QR Network's ability to exercise this right will be specified in individual Access Agreements;
  - viii) an Access Holder's Access Agreement allows QR Network to alter the Access Holder's Train Service Entitlement, for instance by resuming Capacity through the Capacity resumption process outlined in Part 7 of this Undertaking; and
  - ix) QR Network, Infrastructure Service Providers, and all affected Access Holders, otherwise agree.
- c) QR Network may make modifications to the MTP, within the scope of Subparagraphs b)(i), b)(ii), b)(iii) and b)(iv) of these MTP Principles, on a case-by-case basis without the need for consultation.
  - d) QR Network may make modifications to the MTP, within the scope of Subparagraphs b)(v), b)(vi) and b)(vii) of these MTP Principles, 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.
  - e) Where a change is being sought to the MTP that falls within the scope of Subparagraphs b)(ix) of these MTP Principles, QR Network will invite Infrastructure Service Providers and all Access Holders whose Train Service Entitlements are affected by the proposed modification to the MTP to consider the modification in an appropriate forum<sup>5</sup>. Each party will be provided with a copy of the proposed changes seven (7) days prior to the scheduled consideration of the modification.
  - f) QR Network must notify any modifications to the MTP to all parties whose activities are affected by the modification at least thirty (30) days prior to the commencement of the modification.
  - g) As a result of QR Network's obligations in accordance with Paragraph f), where reference is made in Paragraph b) of these MTP Principles to an Access Holder notifying QR Network that it wishes to vary its Train Service Entitlement or Train Service/s, a reasonable notice period should be provided having regard to the necessary process and factors to be considered.

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<sup>4</sup> See footnote 2 above.

<sup>5</sup> This could include a face-to-face meeting, a telephone conference or any other forum that provides the affected parties with the best opportunity to participate.

- h) The cancellation of a Train Service or Train Services in accordance with the above MTP Principles, does not necessarily excuse either QR Network or an Access Holder from other Access Agreement obligations relating to the conduct in question.
- i) The MTP will be in a form that is readily convertible to a DTP, which is the principal reference document for Train Controllers in carrying out their duties.

### **3. Weekly Train Plan Principles**

- a) In parts of QR Network's network where Cyclic Traffics operate (for instance the Central Queensland Coal Region) there will be intermediate scheduling steps involved in progressing from the MTP to the DTP. A WTP will be scheduled utilising Planned Possessions, the Train Paths detailed in the MTP for Timetabled Traffics, and for Cyclic Traffics, each Access Holder's Train Service Entitlement and Train Orders for the particular week in question.
- b) In the Central Queensland Coal Region, Train Orders for the coming week must, unless otherwise advised by QR Network, be submitted to QR Network before 1200 hours on Wednesday.
- c) The process of scheduling Cyclic Traffics in the WTP may involve the allocation of a Contested Train Path, and as a result, may require a meeting of all affected Access Holders and Infrastructure Service Providers, and the use of a decision-making process to finalise the WTP. This decision-making process applies only for the allocation of a Contested Train Path between Access Holders for Cyclic Traffics, and cannot be used to alter the scheduling of a Timetabled Traffic. This decision making process is detailed in Appendix 1.
- d) QR Network will advise Access Holders of the WTP once it is developed in accordance with the above steps.

### **4. Daily Train Plan Principles**

- a) The DTP will indicate all scheduled Train Services and Planned Possessions, for the particular day in question, in a form that indicates the time/distance (location) relationship of all activities on the Rail Infrastructure.
- b) In scheduling Cyclic Traffics on the DTP, QR Network may first schedule a WTP as discussed in the WTP Principles, in the week prior to operation, and then schedule the DTP from the WTP.
- c) QR Network will schedule the DTP at least one (1) business day prior to the actual day of running, and provide all relevant Access Holders and Infrastructure Service Providers with a copy of the DTP within the same timeframe.
- d) The DTP may be scheduled in variation to the MTP, or WTP, whichever is applicable, as specified in Paragraphs e), f), and g) of these DTP Principles, where at least two (2) business days prior to the actual day of running:

- i) an Access Holder notifies QR Network that it wishes to make a short-term change to the **times**<sup>6</sup> at which its Train Service/s, as scheduled in the MTP, 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 Service/s not being met or a Planned Possession not being met;
  - ii) QR Network receives a request from a party to run an Ad Hoc Train Service, provided that the Ad Hoc Train Service would not result in any existing Access Holder's scheduled Train Service/s not being met, or a Planned Possession not being met;
  - iii) a Planned Possession is cancelled;
  - iv) QR Network notifies all affected parties that it wishes to make a short-term change to the **times**<sup>7</sup> at which one or more scheduled Train Service/s operate, whether or not within the scope of the applicable Access Holders' Train Service Entitlement, provided the change is intended to accommodate:
    - the modification of an existing Planned Possession;
    - the creation of an Urgent Possession; or
    - any other Operational Constraint affecting the DTP;provided that where the change to scheduled Train Service/s results in any existing Access Holder's Train Service Entitlement not being met, such change is only made with the agreement of such Access Holder/s, such agreement not to be unreasonably withheld;
  - v) QR Network requests a short-term change to the times at which one or more scheduled Train Service/s operate, whether or not within the scope of the applicable Access Holders' Train Service Entitlement, for the purpose of accommodating an Emergency Possession; and
  - vi) QR Network, Infrastructure Service Providers, and all affected Access Holders otherwise agree.
- e) QR Network may make modifications from the MTP or WTP (where applicable), within the scope of Subparagraphs d)(i), d)(ii), and d)(iii) of these DTP Principles, on a case-by-case basis without the need for consultation.
- f) QR Network may make modifications from the MTP or WTP (where applicable), within the scope of Subparagraphs d)(iv) and d)(v) of these DTP Principles, on a case-by-case basis after consulting with any Access Holders whose Train Service/s are affected by the proposed modification, and/or with Infrastructure Service Providers if the proposed modification affects a Planned Possession.
- g) Where a change is being sought from the MTP or WTP that falls within the scope of Subparagraph d)(vi) of these DTP Principles, QR Network will invite Infrastructure Service Providers and all Access Holders whose scheduled Train Service/s are affected by the change to consider the modification in an

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<sup>6</sup> See footnote 2 above.

<sup>7</sup> See footnote 2 above.

appropriate forum<sup>8</sup>, at least 36 hours prior to the actual day of operation. Each affected party will be provided with a copy of the proposed changes from the existing MTP or WTP 12 hours prior to the scheduled consideration.

- h) Other than as detailed in Paragraph i) of these DTP Principles, once the DTP is scheduled, any changes to the plan will be reflected as deviations from the DTP, not variations to the scheduled DTP.
- i) Once the DTP is scheduled, variations to the DTP may only be made where:
  - i) before the day of operation, QR Network receives a request from a party to run an Ad Hoc Train Service, provided that the Ad Hoc Train Service would not result in any existing Access Holder's scheduled Train Service/s not being met, or a Possession (whether Planned, Emergency or Urgent) not being met;
  - ii) before the commencement of the relevant Train Service/s, an Access Holder notifies QR Network that it wishes to make a change to the **times**<sup>9</sup> at which its Train Service/s operate, provided that change is within the scope of the Access Holder's Train Service Entitlement, and does not result in any other Access Holder's scheduled Train Service/s not being met or a Possession (whether Planned, Emergency or Urgent) not being met; and/or
  - iii) before the commencement of the relevant Train Service/s, QR Network notifies an Access Holder that an Emergency Possession is required.
- j) QR Network may make modifications to the DTP within the scope of Subparagraphs i) i), i) ii) and i) iii) of these DTP principles on a case by case basis without the need for consultation.
- k) The cancellation of a Train Service or Train Services in accordance with the above DTP Principles, does not necessarily excuse either QR Network or an Access Holder from other Access Agreement obligations relating to the conduct in question.
- l) The DTP will represent the expected train operation performance target over its period.
- m) Deviations to the DTP may occur on the day of operation in the event of Out-Of-Course Running. Those deviations will occur according to the Train Control principles.

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<sup>8</sup> This could include a face-to-face meeting, a telephone conference or any other forum that provides the affected parties with the best opportunity to participate.

<sup>9</sup> See Footnote 2 above.

## Part B. Train Control Principles

- a) The fundamental objective of Train Control will be to facilitate the safe running of Train Services, and the commencement and completion of Planned, Emergency and Urgent Possessions, as scheduled in the DTP.
- b) The ability of QR Network and/or an Access Holder to deviate from the DTP on the actual day of running, as specified below, does not necessarily excuse either party from any other contractual obligations relating to the conduct in question.
- c) The following general principles apply to Access Holders and Train Controllers:
  - i) all parties will ensure that operational safety is maintained through compliance with Safeworking Procedures, Safety Standards, Rollingstock Interface Standards, applicable IRMPs and 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) QR Network will manage the Rail Infrastructure based on agreed entry/exit times as specified in the DTP with the objectives 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.
- d) 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 reason for Train Controllers to alter a scheduled Train Service.
- e) The traffic management decision making matrix, at Appendix 2, will be provided to assist Train Controllers in the resolution of disputes in accordance with the above principles.
- f) QR Network will provide Access Holders with:
  - i) real time Train Control information that indicates actual running of that Access Holder's Train Services against the relevant DTP;
  - ii) subject to reasonable terms and conditions, access to Train Control diagrams that indicates actual running of that Access Holder's Train Services against the relevant DTP; and
  - iii) information about the type of Train Services<sup>33</sup> operated by other Access Holders' on the same network to assist Access Holders to determine whether the Train Controller is applying the principles in this Schedule G in a consistent manner between Access Holders.

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<sup>33</sup> For instance, freight Train Services, passenger Train Services or coal Train Services.

## Appendix 1

### Contested Train Path Decision-making Process

QR Network will determine who gets a Contested Train Path, by:

- firstly, eliminating from consideration any Access Holder whose request for the Contested Train Path is outside the scope of its Train Service Entitlement. Where this step eliminates all of the parties seeking the Contested Train Path, but QR Network still has spare Capacity available, QR Network may determine which of the parties seeking the Contested Train Path get that path by considering the following three (3) matters. In addition, where this step does not eliminate all of the parties seeking the Contested Train Path, but there is still more than one party seeking the Contested Train Path, QR Network may determine which of the parties gets the path by considering the following three (3) matters;
- next, considering whether the parties contesting the Contested Train Path agree amongst themselves who should be allocated the relevant path. Where this is the case, the Contested Train Path will be allocated as agreed by the parties, and QR Network will document the parties' agreement and keep a record of such<sup>10</sup>.
- then, considering the number of Train Services per week that each Access Holder has a contractual entitlement to in accordance with their Train Service Entitlement. If QR Network is behind (in the contract year to date) in providing an Access Holder with its contracted Train Services, that Access Holder will get priority over an Access Holder that QR Network is either ahead or on target (in the contract year to date) in providing contracted Train Services to. Where QR Network is behind in providing contracted Train Services to more than one Access Holder, the Access Holder most behind (in terms of Train Services provided as a percentage of contracted Train Services) will get first priority over others; and
- finally, where the above considerations do not assist QR Network in making a decision regarding which requested Train Service is scheduled, QR Network will unilaterally determine which Train Service/s get scheduled, and will keep a record of that decision and the reasoning behind that decision. QR Network will 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 services per week, and another Access Holder has an entitlement to 20 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 2 out of 3 consecutive occasions.

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<sup>10</sup> QR Network envisages that this step will take into account the requirements of the relevant destinations of the Train Services in question. In the coal system, for instance, the ports and domestic users, if they are not Access Holders themselves, will have some arrangement in respect of the haulage of the coal, whether directly with the operators hauling the coal or with the mines who contract with the operators for the provision of rail haulage services. As a result, these parties' requirements, including shipment demands, sufficiency of stockpiles, coal blending requirements and unloading constraints, will be taken into account by the Access Holders in determining the priority of Train Services requested in their weekly train request.

## **Appendix 2**

### **Traffic Management Decision Making Matrix**

#### **Notes for the application of the Traffic Management Decision Making Matrix**

As a generic principle for the performance of Train Control, QR Network recognises (as noted in paragraph a) of Part B of these Network Management Principles) that the objective will be to run to the scheduled DTP. However, it is worth noting that this simple objective assumes that all traffic types have the principal objective of 'on time running', and accordingly, running to the DTP will always result in the most efficient use of the Rail Infrastructure and provide those parties using the Rail Infrastructure with the best possible rail service. For Cyclic Traffics this may not be a correct assumption. In the Central Queensland Coal Region, for example, coal Train Services focus primarily on achieving a specified transit time over and above running to a scheduled DTP. For this reason, QR Network considers it necessary to permit Train Controllers sufficient discretion to take into account the varying objectives (as specified in the relevant Train Service Entitlements) of different traffic types, in assessing priority both between Trains of different traffic types and Trains of the same traffic type. Rules 5 and 6 have been included for this purpose.

- Rule 5 recognises the general rule that passenger and livestock Trains may be given priority over other Trains due to the nature of their contents and/or a Passenger Priority Obligation.
- Rule 6 recognises a broader rule concerning a Train Controller's ability to manage an entire system for the most efficient outcome, taking into account the objectives of Train Services, as expressed in their Train Service Entitlements.

In the context of the Traffic Management Decision Making Matrix the meaning of "On Time", "Ahead" and "Late" are determined by the scheduling of 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	1. Lose no more time 2. Make up time 3. Hold the gain
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”	1. Lose no more time 2. Make up time 3. Hold the gain	A Rule 1	A Rule 1	A or B Rule 4

### Rules for the application of the Traffic Management Decision Making Matrix

- Rule 1. Subject to rules 5 and 6 Train B may be given priority on condition Train A will still meet its “On Time” objective.
- Rule 2. Both trains must meet their “On Time” objective.
- Rule 3. Subject to rules 5 and 6 Train A may be given priority on condition Train B will still meet its “On Time” objective.
- Rule 4. Subject to rules 5 and 6 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.
- Rule 5. Passenger and livestock Trains may be given priority over other Trains if the Train 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 Train 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.

**SCHEDULE HA****Sample Interface Risk Management Plan**

References SAA = Operator Access Agreement – Coal											
Categories (Items) <b>A - Planning (pre-event)</b> <b>D - En-route</b> <b>B - Entering QR Network's Network</b> <b>E - Stabling</b> <b>C - Preparing a Train Service</b> <b>F - Emergency//Contingency</b>											
ITEM	Accident/Incident	Hazard/Cause	Consequences	Controls (This list is suggested only for discussion purposes and not meant to be comprehensive – Access Seeker should review and amend to suit their particular operation and requirements)	Comments Evaluation of risks and controls (QR Network will accept alternative controls to those specified provided they achieve the same or a lower residual risk as the specified controls)	Residual Risk			Reference Documents	Responsible Manager	Time to Complete
						C <sup>1</sup>	L <sup>2</sup>	R <sup>3</sup>			
A1	Delays	Possessions on the Nominated Network are not communicated effectively to the Access Seeker	Commercial loss due to operational delays and/or service cancellations.	QR Network will provide the Access Seeker with a copy of the Possession Protocols (as amended from time to time) which detail the management of possessions of the track.							
A2	Collision Derailment Operational delays Property damage	Nominated Network Operational and Safety matters known to QR Network are not communicated to the Access Seeker in an agreed, consistent manner on an on-going basis	Injury or death Commercial loss	Schedule 10 SAA specifies the procedure for communication of Safety Alerts, Weekly Notices and Train Notices.							
A3	Collision Derailment Strike Infra. Damage R/stock Damage Delays Electric Shock Slip, trip, fall	New or altered operation requires changes to the existing infrastructure.	Incidents/accidents occurring due to inappropriate use of existing infrastructure.	Access Seeker will identify all changes to the existing network infrastructure required prior to operation and submit 'Infrastructure Change Request' in accordance with QR Network procedure.	Note: The process of 'Infrastructure Change' is separate to the process of negotiating access and will be subject to individual risk assessment.						
A4	Collision Derailment Strike Infra. Damage R/stock Damage Delays Electric Shock Slip, trip, fall Dangerous Goods Spill Fire/Explosion	New or altered operation requires development of transfer facilities on the Nominated Network.	Incidents/accidents occurring due to inappropriate use of existing infrastructure.	Access Seeker will identify any requirements for the development of transfer facilities and submit a request to QR Network. QR Network will provide design advice to ensure compatibility with existing infrastructures, Rollingstock and operations.	Note: The process of negotiating a Transfer Facilities License is separate to the process of negotiating access and will be subject to individual risk assessment.						
A5	Collision Derailment Operational Delays	Non-compliance with IRMP	Injury or death Commercial loss	Access Seeker and QR Network to agree an audit, inspection and review regime to be included here in IRMP							

<sup>1</sup> C = Consequences<sup>2</sup> L = Likelihood<sup>3</sup> R = Residual Risk

References SAA = Operator Access Agreement – Coal											
Categories (Items) A - Planning (pre-event)                      D - En-route B - Entering QR Network's Network              E - Stabling C - Preparing a Train Service                      F - Emergency//Contingency											
ITEM	Accident/Incident	Hazard/Cause	Consequences	Controls (This list is suggested only for discussion purposes and not meant to be comprehensive – Access Seeker should review and amend to suit their particular operation and requirements)	Comments Evaluation of risks and controls (QR Network will accept alternative controls to those specified provided they achieve the same or a lower residual risk as the specified controls)	Residual Risk			Reference Documents	Responsible Manager	Time to Complete
						C <sup>1</sup>	L <sup>2</sup>	R <sup>3</sup>			
B1	Operational delays	Access Seeker does not have an agreement to access other QR Network facilities (NOT the Nominated Network) that it requires for access to Nominated Network	Commercial loss	Schedule 11 SAA details agreements for matters ancillary to access to the Nominated Network, including access to other QR Network facilities such as stations, platforms etc.							
B2	Operational delays	Access Seeker does not have an agreement to access private facilities that it requires for access to Nominated Network	Commercial loss	Clause 5.11 SAA requires Access Seeker to demonstrate to QR Network's reasonable satisfaction, prior to commencement of Train Services, that it has agreements with owners/operators of Private Facilities necessary to enable Access Seeker to operate Train Services. A 'Connection Agreement' will be required where QR Network's Network interfaces with private railway infrastructure.	Note: The process to develop a 'Connection Agreement' is separate to the process of negotiating access and will be subject to individual risk assessment.						
B3	Operational delays	Unauthorised Rollingstock or Rollingstock Configuration (eg too long, too heavy or Rollingstock in the wrong order) refused entry to Network.	Commercial loss	Access Seeker/QR Network to agree Rollingstock Interface Standards to apply to cover: Train Separation Safeworking Principles Train Safety Systems Rollingstock Dynamic Performance Rollingstock Visibility and Audibility Emergency Equipment on Rollingstock Rollingstock Interior Environment Electrical Equipment for Rollingstock Electrification Safety Pantograph Technical Requirements Electric Traction Infrastructure General Technical Requirements Rollingstock Cab Layout Rollingstock Structural Requirements Rollingstock Drawgear Containers and Removable Structures attached to Rollingstock Axle Bearings for Rollingstock Bogie Structural Requirements Wheels for Rollingstock Wheelset Assembly Axles for Rollingstock Wheel Defect Identification and Rectification Rollingstock Electromagnetic Compatibility Locomotive and Passenger Vehicle Access Passenger Vehicle Interior Crashworthiness s4.3 Glazing On Track Vehicles Rollingstock Fire Performance Steam Locomotive Technical Requirements Operational Route Manual Module OR 5 Loading and Securing of Freight Manual Train Route Acceptance Rollingstock Brake System Requirements Operational Integrity of Trains	SAF/STD/0006/SIG SAF/STD/0076/SIG SAF/SPC/0069/RSK SAF/STD/0026/RSK SAF/STD/0049/RSK SAF/STD/0051/RSK SAF/STD/0052/RSK SAF/STD/0054/RSK STD/0039/SWK SAF/STD/0093/RSK SAF/STD/0098/ELE  SAF/STD/0055/RSK SAF/STD/0057/RSK SAF/STD/0060/RSK SAF/STD/0097/RSK  SAF/STD/0058/RSK SAF/STD/0066/RSK SAF/SPC/0024/RSK SAF/SPC/0025/RSK SAF/SPC/0026/RSK SAF/SPC/0025/RSK SAF/STD/0120/RSK SAF/STD/0062/RSK SAF/STD/0059/RSK SAF/STD/0116/RSK SAF/STD/0057/RSK SAF/STD/0094/RSK STD/0071/SWK STD/0022/SWK SAF/STD/0114/SWK SAF/STD/0064/RSK SAF/STD/0035/SWK						

References SAA = Operator Access Agreement – Coal											
Categories (Items) A - Planning (pre-event)                      D - En-route B - Entering QR Network's Network            E - Stabling C - Preparing a Train Service                    F - Emergency//Contingency											
ITEM	Accident/Incident	Hazard/Cause	Consequences	Controls (This list is suggested only for discussion purposes and not meant to be comprehensive – Access Seeker should review and amend to suit their particular operation and requirements)	Comments Evaluation of risks and controls (QR Network will accept alternative controls to those specified provided they achieve the same or a lower residual risk as the specified controls)	Residual Risk			Reference Documents	Responsible Manager	Time to Complete
						C <sup>1</sup>	L <sup>2</sup>	R <sup>3</sup>			
				Mobile Voice Radio Communication Systems Event Recorders Observance of Signals Manual SG 10 DTC Manual Rail Tank Cars Rural Fire Management Rollingstock to be designed to comply with nominated Rollingstock outline including centre and end throws. Maximum sway of Rollingstock not to infringe kinematic outline. Rollingstock to comply with allowable axle loads specified in STD/0071/SWK. Assessment of L/V ratio for Rollingstock Configurations for worst buff and draft forces and curve radii to be carried out. Load tables to be provided by Access Seeker for all routes to be travelled. Comparison train length not to exceed the minimum loop length for the route listed in STD/0071/SWK. Noise levels to comply with the requirements of ROA Manual of Standards and Practices s 13.4.1  Compliance of Rollingstock and Rollingstock Configurations to Rollingstock Interface Standards to be determined by assessment, certification and testing as agreed by Access Seeker/QR Network.  Any potential non-compliance to the above Rollingstock Interface Standards to be addressed here in IRMP	SAF/STD/0014/TEL SAF/SPC/0061/RSK STD/0037/SWK STD/0041/SWK SAF/STD/0056/RSK SAF/STD/0020/WHS  or alternative agreed standards						
B4	Collision Derailment Strike Infra. Damage R/stock Damage Delays Electric Shock Train Separation DG Spill Fire/Explosion	Procedures for entering and exiting the Nominated Network (including shunting/entering and exiting yards) are not clear or consistent between different operators.	Incidents occurring due to non-existent or inconsistent entry/exit procedures being used.	Entry/exit procedures to/from private sidings and yards are specified in Schedule 10 SAA – Interface Coordination Plan.							

References SAA = Operator Access Agreement – Coal											
Categories (Items) A - Planning (pre-event)                      D - En-route B - Entering QR Network's Network                      E - Stabling C - Preparing a Train Service                      F - Emergency//Contingency											
ITEM	Accident/Incident	Hazard/Cause	Consequences	Controls (This list is suggested only for discussion purposes and not meant to be comprehensive – Access Seeker should review and amend to suit their particular operation and requirements)	Comments Evaluation of risks and controls (QR Network will accept alternative controls to those specified provided they achieve the same or a lower residual risk as the specified controls)	Residual Risk			Reference Documents	Responsible Manager	Time to Complete
						C <sup>1</sup>	L <sup>2</sup>	R <sup>3</sup>			
B5	Collision Derailment Strike Infra. Damage R/stock Damage Delays Electric Shock Train Separation Rough Ride DG Spill Fire/Explosion	Operational Communication Protocols (including communications between train crew, support staff, train controllers, and supervisors/managers) between Access Seeker, QR Network and other users of the Nominated Network are incompatible and/or inconsistent	Incidents occurring due to non-existent or inconsistent communication procedures being used.	Schedule 10 SAA – Interface Coordination Plan sets out process for development of and communication of Train Lists and Operational Communication Protocols.  Radio equipment on trains must be compatible with QR Network radio system, other trains and ground personnel as well as portable radios in accordance with QR Network's SAF/STD/0014/TEL Mobile Voice Radio Communication Systems.  Protocols for hand (including radio) communication will be in accordance with agreed Standards.	STD/0037/SWK – Observance of Signals STD/0036/SWK – General Operational Safety STD/0088/SWK – Shunting Procedures Manual; or agreed alternative standards.						
B6	Derailment Strike Infrastructure Damage Operational delays	Access Seeker staff or contractors do not carry out trackside access safely or are not competent to operate equipment on or near the Nominated Network (eg road vehicles, plant)	Injury or death Commercial loss	Access Seeker staff and contractors must at all times have completed trackside safety training required in accordance with agreed standards  Access Seeker workers and contractors will be provided with and wear PPE in accordance with local (location and industry specific) requirements and SAF/STD/0032/WHS.	STD/0038/SWK - Track and Trackside Safety Manual, STD/0039/SWK - Electrification Safety Manual; SAF/STD/0011/COM - Safety Training and Accreditation or agreed alternative standards and training package.						
B7	Delays	Access Seeker staff or contractors do not have access to specific locations and/or infrastructure.	Incidents (delays) occurring due to lack of access to conduct routine operations.	QR Network will assist Access Seekers in identifying all required points of secured access to the Nominated Network and keys required to operate specific infrastructure. QR Network shall arrange access in accordance with Access Seeker requirements.							
C1	Collision Derailment Strike Infra. Damage R/stock Damage Delays Slip, trip, fall	Infrastructure provided on the Nominated Network (e.g. points, signals, levers, etc.) are not operated correctly.	Incidents/accidents occurring due to lack of skills/knowledge to operate track and trackside infrastructure.	Access Seeker staff and contractors who are required to operate equipment and or infrastructure provided by the Network Manager shall be competent to do so in accordance with agreed standards.	STD/0036/SWK– General Operational Safety STD/0037/SWK– Observance of Signals STD/0038/SWK- Track and Trackside Safety Manual, STD/0040/SWK –Remote Control Signalling Manual STD/0041/SWK – Direct Traffic Control Manual STD/0088/SWK– Shunting Procedures Manual SAF/STD/0119/SWK – Safety in Yards, Facilities, Sidings and Workshops or agreed alternative standards						
C2	Strike Operational delays Infrastructure damage	Facilities for servicing Rollingstock on QR Network tracks inadequate (eg coaling/watering)	Injury or death Commercial loss	Facilities and procedures agreed for servicing Rollingstock will be detailed in Schedule 1 SAA.	STD/0036/SWK General Operations Safety Manual STD/0038/SWK Track and Trackside Safety Manual or agreed alternative standards						
C3	Infrastructure damage Strike Infrastructure damage Operational delays	Spillage or disposal of load or fuel during loading/unloading, servicing, provisioning or in transit.	Injury or death Commercial loss	Access Seeker to develop procedures for the design, maintenance and loading of Rollingstock to prevent spillage of bulk loads, and contamination of the infrastructure by dropping or leakage of oil, fuel, sewage or other contaminating material and include in EIRMR.	SAF/STD/0035/SWK Operational Integrity of Trains STD/0036/SWK General Operations Safety Manual or agreed alternative standards						

References SAA = Operator Access Agreement – Coal											
Categories (Items) <b>A - Planning (pre-event)</b> <b>D - En-route</b> <b>B - Entering QR Network's Network</b> <b>E - Stabling</b> <b>C - Preparing a Train Service</b> <b>F - Emergency//Contingency</b>											
ITEM	Accident/Incident	Hazard/Cause	Consequences	Controls (This list is suggested only for discussion purposes and not meant to be comprehensive – Access Seeker should review and amend to suit their particular operation and requirements)	Comments Evaluation of risks and controls (QR Network will accept alternative controls to those specified provided they achieve the same or a lower residual risk as the specified controls)	Residual Risk			Reference Documents	Responsible Manager	Time to Complete
						C <sup>1</sup>	L <sup>2</sup>	R <sup>3</sup>			
C4	Infrastructure damage	Disposal of waste products	Commercial loss	Access Seeker to dispose of waste products in accordance with approved EIRMR.							
C5	Strike Operational delays Infrastructure damage	Facilities for freight handling on Nominated Network inadequate	Injury or death Commercial loss	Freight will only be loaded/unloaded in locations and in accordance with procedures detailed in Schedule 1 SAA.	STD/0036/SWK - General Operational Safety Manual STD/0038/SWK - Track and Trackside Safety Manual or agreed alternative standards						
C6	Derailment Operational delays Infrastructure damage	Rollingstock loaded in excess of its capacity (overloads not detected or removed).	Injury or death Commercial loss	Access Seeker to develop procedures to ensure Rollingstock is not loaded beyond its structural capability.  Clauses 5.8 and 12.2(c) of SAA permit QR Network to require removal or reduction of overloaded Rollingstock.  Access Seeker is responsible for checking loading before entry to network.							
C7	Chemical spill Fire or explosion Infrastructure damage Operational delays	Dangerous goods not loaded/transported safely (freight wagons on passenger trains, oxygen cylinders for passenger medical use, small gas bottles etc in baggage, gas/fuel in dining cars), failure of fuel tanks	Injury or death, Commercial loss	Carriage and loading of dangerous goods must be in accordance with agreed standard.	SAF/STD/0079/STD – Acceptance, handling and transport of dangerous goods SAF/STD/0057/RSK Rollingstock Structural Requirements SAF/STD/0056/RSK or alternative agreed standards						
C8	Strike Infra. Damage R/stock Damage Delays Electric Shock Slip, trip, fall	Passenger are not suitably managed to avoid incidents/accidents on the network during normal operations and emergency situations.	Incidents/accidents occurring due to inadequate supervision and management of passengers.	Access Seeker will ensure its Emergency Response Plan contains adequate procedures for supervision/management of passengers to avoid injury or interference with other network operations and to deal with an accident specific to passenger traffic.	SPC/0022WHS Operational Emergency Procedures SAF/STD/0008/COM – Emergency, Preparedness, Response and Recovery or agreed alternative procedures						
C9	Collision Derailment Operational delays	Mechanically defective Rollingstock is included in the train or the train, brakes or any other safety related system is not complete and operational throughout the length of the train.	Injury or death Commercial loss	Access Seeker to develop Rollingstock maintenance and train testing procedures.	SAF/STD/0035/SWK - Operational Integrity of Trains STD/0036/SWK - General Operational Safety Manual or agreed alternative standards						
D1	Derailment Operational Delays	Adverse weather conditions (e.g. heat, flood, high winds) affect Rollingstock performance.	Injury or death Commercial loss	Access Seeker and QR Network to: <ul style="list-style-type: none"> <li>consider likelihood of extreme weather conditions occurring on the Nominated Network</li> <li>advise each other of any limitations of Rollingstock or rail infrastructure that likely extreme weather conditions produce</li> </ul> Agreed controls (e.g. reduced speeds) shall be documented in Schedule 4 SAA. Other operating restrictions shall be documented in Schedule 1 SAA.							
D2	Collision Derailment Operational delays	Train not compatible with safeworking system.	Injury or death Commercial loss	Access Seeker to have process to apply when secondary protection systems or train safety systems are not operational.	STD/0041/SWK Direct Traffic Control Manual STD/0046/SWK ATP Manual SAF/STD/0076/SWK						

References SAA = Operator Access Agreement – Coal											
Categories (Items) <b>A - Planning (pre-event)</b> <b>D - En-route</b> <b>B - Entering QR Network's Network</b> <b>E - Stabling</b> <b>C - Preparing a Train Service</b> <b>F - Emergency//Contingency</b>											
ITEM	Accident/Incident	Hazard/Cause	Consequences	Controls (This list is suggested only for discussion purposes and not meant to be comprehensive – Access Seeker should review and amend to suit their particular operation and requirements)	Comments Evaluation of risks and controls (QR Network will accept alternative controls to those specified provided they achieve the same or a lower residual risk as the specified controls)	Residual Risk			Reference Documents	Responsible Manager	Time to Complete
						C <sup>1</sup>	L <sup>2</sup>	R <sup>3</sup>			
D3	Derailment Rollingstock Damage	Train speed exceeds capability of the Rollingstock or infrastructure	Injury or death Commercial loss	Schedule 4 SAA sets out the authorised Rollingstock and Rollingstock configurations that the Access Seeker may operate and any restrictions placed upon configurations, operations and/or any other special conditions.							
D4	Derailment Strike Rollingstock Damage	Train strikes object on Nominated Network	Injury or death Commercial loss	Operator's Emergency Response Plan (required by Clause 7 SAA) must detail how Access Seeker will deal with such an Incident.  Refer Item B3 for Rollingstock requirements							
D5	Collision Derailment Rollingstock damage Operational delays	Train marshalling not compatible with Rollingstock requirements. Buff or draft forces result in L/V ratio too high leading to derailment.	Injury or death Commercial loss	The authorised Rollingstock Configurations that the Access Seeker may operate are listed in Schedule 4 SAA. Access Seeker responsible for developing appropriate controls for marshalling of Rollingstock within a Train.							
D6	Operational delays	Train produces excessive noise	Commercial loss	Access Seeker to ensure noise is controlled in accordance with its EIRMR.							
D7	Operational delays	Train produces air pollution	Commercial loss	Access Seeker to ensure air pollution is controlled in accordance with its EIRMR							
D8	Infrastructure damage Operational delays	Train causes trackside fire	Commercial loss	Access Seeker to ensure fire risk is controlled in accordance with its EIRMR							
D9	Collision Derailment Strike Infra. Damage R/stock Damage Delays Train Separation Rough Ride	Access Seeker does not source appropriate aids to assist in training and assessing safeworking and route for operational workers (traincrew, etc.).	Incidents/accidents occurring due to inadequate/inappropriate skills (training and or assessment).	QR Network will assist Access Seeker with training where unable to be obtained from other source.  Refer Item A1 for pilot arrangements (re-routing) during closures.							
D10	Collision Derailment Operational delays Property damage	Train and Route restrictions (and changes thereto) relevant to the Access Seeker's proposed train service are not communicated by QR Network to the Access Seeker	Injury or death Commercial loss	Permanent route restrictions pertaining to the Nominated Network, Rollingstock (axle load, maximum train lengths, noise limits, train speeds, and Rollingstock gauge) and/or loading/unloading are detailed in Schedule 4 SAA.  Refer Item A2 for communication procedures							

References SAA = Operator Access Agreement – Coal											
Categories (Items) A - Planning (pre-event)                      D - En-route B - Entering QR Network's Network            E - Stabling C - Preparing a Train Service                    F - Emergency//Contingency											
ITEM	Accident/Incident	Hazard/Cause	Consequences	Controls (This list is suggested only for discussion purposes and not meant to be comprehensive – Access Seeker should review and amend to suit their particular operation and requirements)	Comments Evaluation of risks and controls (QR Network will accept alternative controls to those specified provided they achieve the same or a lower residual risk as the specified controls)	Residual Risk			Reference Documents	Responsible Manager	Time to Complete
						C <sup>1</sup>	L <sup>2</sup>	R <sup>3</sup>			
D11	Collision Derailment Strike Infra. Damage R/stock Damage Delays Electric Shock Slip, trip, fall Train Separation Rough Ride DG Spill Fire/Explosion	Operator fails to report an Incident, accident, damaged/missing infrastructure or unusual occurrences that impact on the Nominated Network or other Operators on the Nominated Network	Incidents occurring due to non-existent or inconsistent communication procedures being used.	Clause 7.3 SAA requires Operator to report any incident/accident or unusual event that may impact network operations to QR Network Train Control (including accidents occurring off QR Network's Network.  Clause 7.4 SAA requires Operator to notify QR Network as soon as reasonably practicable after an incident or accident occurs.	SAF/STD/0012/COM Incident/Accident Reporting, Recording and Investigation or agreed alternative standard						
E1	Collision Derailment Strike Infra. Damage R/stock Damage Delays DG Spill Fire/Explosion	Rollingstock and trains are not securely stabled/stowed on the Nominated Network.	Incidents occurring due to non-existent or inconsistent stabling procedures being used.	All stabling/stowage of Rollingstock and Trains on the Nominated Network is detailed in Schedule 1 SAA and must be carried out in accordance with agreed procedures.	STD/0036/SWK General Operational Safety or alternative operating procedure agreed by parties (and attached at Attachment A).						
F1	Collision Derailment Operational delays	Rollingstock becomes mechanically defective during train movement.	Injury or death Commercial loss	Access Seeker is responsible for determining scope and frequency of Rollingstock inspections to ensure that Rollingstock is safe to complete its trip and include inspection/audit regime.	STD/0035/SWK - Operational Integrity of Trains or agreed alternative standard						
F2	Collision Derailment Strike Infra. Damage R/stock Damage Delays Electric Shock Slip, trip, fall Train Separation Rough Ride DG Spill Fire/Explosion	QR Network Train Control fails to advise Operator of an Incident or other occurrence that impacts upon their Train Services	Incidents occurring due to non-existent or inconsistent communication procedures being used.	Clause 7.3 SAA requires QR Network to notify Operator of all incidents/accidents involving their operation or Rollingstock.							
F3	Collision Derailment Strike Infra. Damage R/stock Damage Delays Electric Shock Slip, trip, fall DG Spill Fire/Explosion	There is no agreed, coordinated procedure for responding to Incidents and Emergencies on the Nominated Network (including processes for communication)	Incidents occurring due to in-appropriate or un-coordinated emergency management.	Access Seeker must develop an Emergency Response Plan which contains procedures that are adequate for dealing with an accident specific to the type of traffic and location, and is at all times compatible with the QR Network's Emergency Procedures (including QR Network's SPC/0022WHS Operational Emergency Procedures, and SAF/STD/0008/COM – Emergency, Preparedness, Response and Recovery) and the relevant Access Agreement. Refer Clause 7 SAA							

References  
SAA = Operator Access Agreement – Coal

Categories (Items)  
**A - Planning (pre-event)**                      **D - En-route**  
**B - Entering QR Network's Network**                      **E - Stabling**  
**C - Preparing a Train Service**                      **F - Emergency//Contingency**

ITEM	Accident/Incident	Hazard/Cause	Consequences	Controls (This list is suggested only for discussion purposes and not meant to be comprehensive – Access Seeker should review and amend to suit their particular operation and requirements)	Comments Evaluation of risks and controls (QR Network will accept alternative controls to those specified provided they achieve the same or a lower residual risk as the specified controls)	Residual Risk			Reference Documents	Responsible Manager	Time to Complete
						C <sup>1</sup>	L <sup>2</sup>	R <sup>3</sup>			
F4	Collision Derailment Operational delays	Train does not comply with the requirements (Standards/procedures etc) set out in this IRMP and Access Seeker's Access Agreement while being recovered.	Injury or death Commercial loss	Clause 7.4 SAA details how incident management is to occur on the Nominated Network.							
F5	Operational delays	Rollingstock not compatible with QR Network or other Railway Access Seeker's Rollingstock for the purpose of recovery Rollingstock has specific recovery requirements (eg Tilt Train)	Injury or death Commercial loss	Access Seeker's Rollingstock must be recovered in accordance with its Emergency Response Plan.  Clause 7.4 SAA outlines management of Incident Response, including Restoration and Recovery.							
	Any other issue particular to the planned operation										

The agreed Interface Standards are to be documented here after completion of the Interface Risk Assessment:	
---	--

The agreed Safeworking Procedures and Safety Standards are to be documented here after completion of the Interface Risk Assessment:	
---	--

I hereby certify that the Rollingstock and Rollingstock configurations listed above:  
 comply with the agreed Interface Standards except as noted above  
 will be operated in accordance with all other controls listed above  
 will be managed in accordance with this Interface Risk Management Plan throughout their operation

I have objective evidence of compliance with the agreed Interface Standards such as Compliance Plans, Certificates of Compliance and Test Reports, which will be retained for 7 years.

Where professional engineering services are required to certify compliance, such certification shall be carried out by the following registered professional engineer:

Name: \_\_\_\_\_  
 Qualifications: \_\_\_\_\_  
 Address: \_\_\_\_\_

Access Seeker: \_\_\_\_\_  
 Access Seeker's Representative: \_\_\_\_\_  
 Position/Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

## **SCHEDULE J**

### ***Issues for EIRMR***

This list is to be taken as the minimum environmental issues to be addressed in the EIRMR, and the EIRMR should not be restricted only to the issues included in this list.

#### **1. Water Quality Management**

The Third Party Access Seeker must consider the impact of its proposed operations on storm water systems and natural waterways. In doing so, all relevant water quality standards and regulations must be met.

In the EIRMR the Third Party Access Seeker must nominate all sensitive surrounding environments including important wetlands, rivers, creeks, lakes and dams within close proximity of their proposed operations (and stating whether they are fresh or salt water).

The Third Party Access Seeker should consider reviewing existing water quality monitoring information that may be available at loading/unloading locations and along the intended route of operation. For example, the Qld Department of Natural Resources and Mines (DNR&M) provide a water quality monitoring and information dissemination service on its website:

<http://www.nrm.qld.gov.au/asdd/qsii2/ANZQL0132001679.html>.

In conjunction with the Australian and New Zealand Environment and Conservation Council (ANZECC) Guidelines for Fresh and Marine Water Quality (2000), such water quality monitoring information may be useful to define acceptable standards for water quality at locations in the EIRMR.

#### **2. Air Pollution Management**

The Third Party Access Seeker must consider the impact of its proposed operations on air quality. In doing so, all relevant air quality standards and regulations must be met.

The Third Party Access Seeker must undertake an assessment of the likelihood for dust and/or exhaust emissions to cause nuisance at the nearest sensitive receptors. Sensitive receptors are:

- (a) any form of dwelling/home;
- (b) a library, childcare centre, kindergarten, school, college, university or educational institution; and
- (c) a hospital, surgery or other medical institution.

Information about the type and chemical composition of product may also be useful in determining its potential to generate dust.

QR Network will indicate whether there have been any complaints about dust and/or exhaust emissions in the area of the proposed operation.

### **3. Contaminated Land Management**

The Third Party Access Seeker must consider the impact of its proposed operations on land contamination. In doing so, all practicable control measures to prevent the contamination of land must be undertaken.

Contamination levels refer to those investigation threshold levels detailed in the guidelines for the Assessment of Contaminated Land (Chem. Unit 1991) or by other standards considered acceptable by the relevant Authorities.

### **4. Nature Conservation**

The Third Party Access Seeker must consider the impact of its proposed operations on the flora and fauna.

The Third Party Access Seeker must review existing EPA regional ecosystem information relevant to the route of operation and identify any locations within 100 metres of the rail corridor that are listed as rare or vulnerable or endangered regional ecosystems.

Information on all regional ecosystems mapping is available at:

[http://www.epa.qld.gov.au/nature\\_conservation](http://www.epa.qld.gov.au/nature_conservation)

[/biodiversity/regional\\_ecosystems/introduction\\_and\\_status/Regional\\_Ecosystem\\_Maps](http://www.epa.qld.gov.au/biodiversity/regional_ecosystems/introduction_and_status/Regional_Ecosystem_Maps).

The EIRMR must include an assessment of the risk associated with wildfires being caused by exhaust/sparks from the Third Party Access Seeker's Rollingstock.

### **5. Management of Hazardous Substances and Dangerous Goods**

The Third Party Access Seeker must consider the environmental impacts associated with the management of hazardous substances and dangerous goods by the Third Party Access Seeker. In particular, the Third Party Access Seeker must ensure that QR Network's requirements for the management of hazardous substances and dangerous goods are complied with.

### **6. Waste Management**

The Third Party Access Seeker must consider the impact of any waste produced by its proposed operations. In doing so, any collection, removal, transport and disposal of any waste generated during operations must comply with all relevant government and local authority requirements.

### **7. Environmental Noise Management**

The Third Party Access Seeker must consider the impact of any noise produced by its proposed operations. In particular, the Third Party Access Seeker must meet the requirements of the Rail Noise Plan referred to in the Environmental Protection Policy (Noise) and, where appropriate, must comply with QR Network's requirements for meeting the Rail Noise Plan referred to above.

**8. Environmental Monitoring**

The Third Party Access Seeker must address the requirements of environmental monitoring to ensure that the environmental standards are met.

**9. Education, Awareness and Training**

The Third Party Access Seeker must consider the impact of the level of employee training with particular emphasis on the implementation of the Environmental Management System.

**10. Complaint Handling**

The Third Party Access Seeker must consider how it will handle complaints that it receives concerning the impact of its proposed operation upon any of the environmental issues listed above.

# **SCHEDULE K**

## ***Operating Plan***

### **1. Area of Operation**

- Origin
- Destination
- Cycle description (including nominated stops enroute)
- Entry and exit points onto Rail Infrastructure
- Details regarding repositioning of Rollingstock (prior to, during and after operation of the service)

### **2. Business Plan**

- Tonnage profile (five year forecast)
- Passenger loading and unloading profile
- Anticipated project service life
- Seasonality of haulage/variability of services (peaks and troughs)

### **3. Operation**

- Type of service (passenger, freight)
- Commodity
- Rollingstock and Rollingstock Configuration details (number of wagons/locomotives/carriages/self-propelled units)
- Special operating parameters (eg. key arrival and departure windows)
- Dangerous goods details
- Overload management system
- Timing of scheduled servicing/provisioning activities

### **4. Service Levels**

- Train service levels, nominated weekly, monthly and annually
- Maximum number of one way Train Services per year – contracted Train Paths
- Dwell times at loading facility (minimum and maximum)
- Dwell times at unloading facility (minimum and maximum)
- Dwell times enroute and operational requirements
- Rollingstock operational speed
- Indicative timetable requirements (sectional run times)
- Any connecting services
- Any critical timings at specified locations
- Authority from Private Infrastructure manager to enter/exit a facility (loading/unloading/en route)

### **5. Train Service Planning**

- Train Service planning/requesting preference
- Train Service cancelling preference

**6. Train Information**

- Type
- Class and number of locomotives per Train
- Maximum and average gross tonnage of loaded Train (including locomotives)
- Tare of empty Train
- Method of operation (push/pull)
- Traction type
- Safety systems
- Communication system
- Train length

**7. Crewing Plan**

- Train Service crew requirements
- Location of crew depots
- Crew change points
- Dwell times at change points (minimum and maximum)

**8. Recovery Methods**

- Recovery of marked off Rollingstock at loading/unloading locations/enroute
- Recovery of derailments
- Recovery of failed locomotives

## **SCHEDULE M**

### ***Transfer Fee – Worked Example***

#### **Calculation of the transfer fee outlined in Subclause 7.4.4 of the Undertaking.**

Subclause 7.4.4 of the Undertaking ensures that a present value concept is consistently applied to the assessment of values for transfer fee calculations.

This Schedule provides a number of worked examples of the capacity transfer fee to provide an indication of how a transfer fee might affect different access holders under different scenarios.

The key underlying assumptions contained in the following worked examples are:

- (i) All examples relate to the Central Queensland Coal Region;
- (ii) full CPI indexation is applied to reference tariffs;
- (iii) Discount Rate is 8.43%;
- (iv) CPI indexation is 2.5%;
- (v) full (100%) take or pay obligations (AT<sub>2</sub>, AT<sub>3</sub> and AT<sub>4</sub>) apply to access agreements in question;
- (vi) reference tariffs are those applying to the 1 April 2006 to 30 June 2006 period;
- (vii) trains are assumed to be 10,000 net tonnes and diesel hauled;
- (viii) contribution to common costs is defined as the sum of the AT<sub>2</sub>, AT<sub>3</sub> and AT<sub>4</sub> reference tariff revenues;
- (ix) South Goonyella base period reference tariffs: AT<sub>2</sub> \$/path = \$860, AT<sub>3</sub> \$'000ntk = \$2.725, and AT<sub>4</sub> \$nt = \$0.684;
- (x) existing access rights relate to a South Goonyella loading point with a 240 km haul; and
- (xi) existing access rights expire in five (5) years, with annual tonnage of 5 million tonnes.

This Schedule illustrates two examples for transfers of capacity under Subclause 7.4.4 of the Undertaking, namely:

- (i) transfer of access rights with the same origin and destination; and
- (ii) transfer of access rights with a different origin and destination but within an individual coal system.

Within each of these categories, the interaction of the value of a range of parameters will determine whether a transfer fee is payable and if so, how much that fee will be. The critical factors include:

- (i) cluster location and associated reference tariffs;
- (ii) remaining contract term;
- (iii) contract tonnes over the remaining term; and
- (iv) haul distance.

### Category 1 - Transfer of access rights with same origin and destination (Paragraph 7.4.4(d) of the Undertaking)

This category requires that the origin and the destination applicable for the transfer of access rights be identical. While a wide range of scenarios are possible, the specific example is a scenario in which the transfer results in a new agreement with the same term but lower annual tonnage.

The Transfer Fee for this category is defined as the difference between the present value of the contribution to common costs from the existing agreement less the present value of the contribution to common costs under the new agreement subject to such amount being \$0 or greater.

The present value of the contribution to common costs under the existing agreement is \$31.6 million.

#### Original agreement contribution to common costs

Year	1	2	3	4	5
Tonnes (millions)	5	5	5	5	5
Paths (10,000 net tonne train)	1,000	1,000	1,000	1,000	1,000
Contribution to common costs (\$m)	7.6	7.8	8.0	8.2	8.4
PV of CCC (\$m)	\$31.60				

Note: Year 1 contribution to common costs =  $\$860 \times 1000 + \$2.725 \times 1.2 \text{ million} + 0.684 \times 5 \text{ million} = \$7.55 \text{ million}$

The example involves a reduction in tonnage from 5 million tonnes per annum to 2.5 million tonnes per annum. All other factors remain the same. Thus the expected contribution to common costs will decrease from a present value of \$31.6 million to \$15.8 million resulting in a reduction of \$15.8 million. The resultant transfer fee will therefore be \$15.8 million.

#### Example – reduced tonnes

Year	1	2	3	4	5
Tonnes (millions)	2.5	2.5	2.5	2.5	2.5
Paths (10,000 net tonne train)	500	500	500	500	500
Contribution to common costs (\$m)	3.8	3.9	4.0	4.1	4.2
PV of New CCC (\$m)	\$15.80				

Note: Year 1 contribution to common costs =  $\$860 \times 500 + \$2.725 \times 0.6 \text{ million} + 0.684 \times 2.5 \text{ million} = \$3.77 \text{ million}$

## Category 2 - Transfer of access rights which have different origin and destination but the same system (Paragraph 7.4.4(e) and Paragraph 7.4.4(f) of the Undertaking)

This category captures those transfers where the origin and/or destination are different between the existing and revised agreements but are nevertheless within the same system. The example developed here is a scenario where the transfer results in a new agreement with an origin in the same cluster but a shorter haul with all other terms being the same. The Transfer Fee for this category is defined as the Relinquishment Fee. Such amount must be \$0 or greater. For the Central Queensland Coal Region, the Relinquishment Fee is defined as the present value of the take or pay obligation applicable under the agreement reduced by subtracting from it the product of the Relinquishment Fee and the Reduction Factor. For the purpose of this example the take or pay obligation is assumed to be 100% of the AT<sub>2</sub>, AT<sub>3</sub> and AT<sub>4</sub> revenue over the remaining life of the agreement and therefore is the same as the present value of the contribution to common costs of the existing agreement. The present value of the contribution to common costs under the existing agreement and therefore the unadjusted Relinquishment Fee is \$31.6 million.

This example involves a reduction in haul distance of 20 km from 240 km to 220 km. The cluster remains the same (South Goonyella) and all other factors are held constant. As such, the applicable Reduction Factor is determined as follows:

$$\text{Reduction factor} = A/B$$

Where:

A = the annual train kilometres over the Common Corridor attributable to the new Access Holder's Trains in respect of which Access Rights could not have been provided without using the whole or part of the Access Rights relinquished by the existing Access Holder; and  
B = the annual train kilometres over the Rail Infrastructure attributable to the Train Services for which the existing Access Holder is seeking to relinquish Access Rights.

For the purposes of this example the Common Corridor length would be equal to the haul distance for the new haul, i.e. 220 km. hence

$$A = 1000 \times 220; \text{ and}$$

$$B = 1000 \times 240$$

The resultant Reduction Factor is determined as 0.917 and the Reduced Relinquishment Fee and hence the Transfer Fee becomes \$2.62 million as shown in the Table below.

### Example – reduced haul distance same cluster

Year	1	2	3	4	5
Tonnes (millions)	5	5	5	5	5
Paths (10,000 net tonne train)	1,000	1,000	1,000	1,000	1,000
Contribution to common costs (\$m)	7.6	7.8	8.0	8.2	8.4
Unadjusted Relinquishment Fee (\$m)	\$31.60				
Reduction Factor	0.917				
Reduced Relinquishment Fee/Transfer Fee (\$m)	31.60-(31.60*0.917) = \$2.62				

Note: Year 1 contribution to common costs = \$860\*1000 + \$2.725\*1.2 million + 0.684\*5 million = \$7.55 million

## **Schedule MB**

### ***Reporting to the QCA***

#### **1. OPERATIONAL DATA REQUIREMENTS**

- (a) QR Network will, unless otherwise agreed between QR Network and the QCA, provide within four (4) months of the end of the subject Year, the following operational information to the QCA:
- (i) the gross tonne kilometres (gtk) attributed to the relevant Train Services, being the total gross weight (in tonnes) of the Rollingstock utilised in the relevant Train Services (including all goods, product, persons or matter carried) multiplied by the distance (in kilometres) travelled by the Train Services;
  - (ii) the net tonnes (nt) attributed to the relevant Train Services, being the total gross weight (in tonnes) of the Rollingstock when loaded utilised in the relevant Train Services (including all goods, product, persons or matter carried) less the weight of such Rollingstock (in tonnes) when empty;
  - (iii) the number of equivalent reference Train Paths used by the relevant Train Services where a Reference Train Service uses one reference Train Path (one-way train paths);
  - (iv) the net tonne kilometres (ntk) attributed to the relevant Train Services, being the nt for the Train Services multiplied by the distance (in kilometres) travelled by the Train Services;
  - (v) the electric gross tonne kilometres (egtk) attributed to the relevant Train Services, being the gtk for the Train Services if the Train Services use electric traction, and zero if the Train Services do not use electric traction; and
  - (vi) the electric energy charge (specified as EC) for the nominated Reference Train Service.
- (b) The information provided in accordance with Paragraph 1(a) will be reported in the following categories:
- (i) all coal carrying Train Services that operated within each Individual Coal System Infrastructure in the subject Year;
  - (ii) all coal carrying Train Services that fall within the definition of an individual Reference Train Service in the subject Year; and
  - (iii) all coal carrying Train Services that operate within each Individual Coal System Infrastructure classified by origin and destination in the subject Year.

#### **2. CAPITAL EXPENDITURE**

- (a) QR Network will, unless otherwise agreed between QR Network and the QCA, provide within four (4) months of the end of the relevant Year, details of the capital expenditure for that Year that QR Network considers should be included in its Regulatory Asset Base.

- (b) Information that QR Network will provide on its capital expenditure for the purposes of Paragraph 2(a) will include:
  - (i) the name of the project;
  - (ii) the location of the project;
  - (iii) the amount of capital expenditure; and
  - (iv) information to support the QCA's assessment of the prudence of the capital expenditure in accordance with Clause 2.1 of Schedule FB.

### **3. ROLL-FORWARD OF REGULATORY ASSET BASE**

- (a) QR Network will, unless otherwise agreed between QR Network and the QCA, provide within four (4) weeks of receiving the QCA's advice on its approval of capital expenditure for inclusion in the Regulatory Asset Base under Clause 2.1 of Schedule FB for the relevant Year QR Network's proposed roll-forward of the Regulatory Asset Base in accordance with Clause 1.2 of Schedule FB, including details of:
  - (i) the opening value of the Regulatory Asset Base for the subject Year;
  - (ii) indexation of the Regulatory Asset Base;
  - (iii) depreciation of the Regulatory Asset Base;
  - (iv) capital expenditure that is included in the Regulatory Asset Base;
  - (v) disposals and transfers from the Regulatory Asset Base; and
  - (vi) the closing value of the Regulatory Asset Base for the subject Year.
- (b) The roll forward of QR Network's Regulatory Asset Base will be separately reported for:
  - (i) each Individual Coal System Infrastructure; and
  - (ii) any other section of Rail Infrastructure for which one or more Reference Tariffs apply and for which the QCA has accepted a value for a Regulatory Asset Base for the purposes of assessing the relevant Reference Tariff(s),unless otherwise agreed by QR Network and the QCA.

### **4. MAINTENANCE COST INFORMATION**

- (a) QR Network will, unless otherwise agreed between QR Network and the QCA, provide within four (4) months of the end of the subject Year the following report on QR Network's actual maintenance costs:
  - (i) QR Network will report its actual maintenance cost in the subject Year compared to the forecast maintenance cost accepted by the QCA for the purpose of determining Reference Tariffs, and will provide an explanation of significant variations between actual and forecast maintenance cost; and
  - (ii) the actual maintenance costs will be reported by the following categories and expenditure item classification, unless otherwise agreed by the QCA:

<b>CATEGORY</b>	<b>EXPENDITURE ITEM</b>
<b>Facilities</b>	<ul style="list-style-type: none"><li>• Emergency Work</li><li>• Programmed Work</li><li>• Electricity</li><li>• Rates</li></ul>
	<b>Facilities Total</b>
<b>Structures</b>	<ul style="list-style-type: none"><li>• Steel Bridge Painting (Contract)</li><li>• Bridge Repairs</li><li>• Drainage Construction and Renewal</li><li>• Structures and Civil Inspections</li><li>• Structures Corridor Maintenance</li></ul>
	<b>Structures Total</b>
<b>Telecommunications</b>	<ul style="list-style-type: none"><li>• Control and ECO Telephone Maintenance</li><li>• Corrective Telecommunications Backbone Network Maintenance</li><li>• Preventative Telecommunications Backbone Network Maintenance</li><li>• Telecommunications Backbone Modifications</li></ul>
	<b>Telecommunications Total</b>

**Track**

- Ballast for ML BCM
- Ballast Undercutting - Main Line
- Ballast Undercutting - Turnouts
- Complete Turnout Replacement
- Crossings OLC and OCC
- Fire / Vegetation Control
- Formation Repairs
- GPR Testing
- Maintenance Ballast
- Major Earthworks (non-formation)
- Major Fencing Renewal / Construction
- Major Rail Joint Elimination / Repair
- Major Rail Renewal
- Major Track Reconditioning
- Mechanised Resleeping
- Minor Yard Maintenance
- Per Way Corridor Maintenance
- Rail Grinding - Mainline
- Rail Grinding - Turnouts
- Rail Stress Adjustment
- Resurfacing - Mainline
- Resurfacing - Turnouts
- Sleeper Cluster Management
- Track Inspections
- Track Recording
- Turnout Component Replacement
- Ultrasonic Testing

**Track Total****Trackside Systems**  
(Excluding Electric  
Maintenance)

- Cable Route Maintenance
- Corrective FS and TSC Maintenance
- Corrective Signalling Maintenance - Yards
- Level Crossing Protection
- Major Network Corridor Signal

- Op System for Civil Infrastructure
- Preventative FS and TSC Maintenance
- Preventative Signalling Maintenance - Yards
- Signalling Control Systems
- Train Protection Systems Maintenance
- Tramway Crossing
- Wayside Monitoring Systems Maintenance
- Weighbridge Maintenance

**Trackside Systems Total (Excluding Electric Maintenance)**

**Electric Overhead**

- Corrective Overhead Maintenance
- Power Systems Control
- Preventative Overhead Maintenance
- Network Corridor Renewals - Traction Power

**Electric Overhead Total**

**Stocktake**

- Stock take

**Stocktake Total**

**Total Maintenance Cost**

**Total Maintenance Cost**

- (b) The actual and forecast maintenance costs will be separately reported for:
- (i) each Individual Coal System Infrastructure; and
  - (ii) any other section of Rail Infrastructure for which one or more Reference Tariffs apply and for which the QCA has accepted an estimate of QR Network's forecast maintenance costs for the purposes of assessing the relevant Reference Tariff(s),
- unless otherwise agreed by QR Network and the QCA.