

Annexure 4 - Terminal Operating Procedure

1. Introduction

1.1 Purpose of the Terminal Operating Procedure

This Terminal Operating Procedure provides for the safe, transparent and efficient management of the Interstate Terminal in accordance with the principles of open and non-discriminatory access.

1.2 MITCo's obligations

- (a) MITCo shall be responsible for the management and operation of the Interstate Terminal, including through the engagement of a Service Provider as MITCo's subcontractor to carry out some or all of the Terminal Services.
- (b) MITCo must at all times:
 - (i) ensure that the Customer is provided with a current version of this Terminal Operating Procedure; and
 - (ii) comply with this Terminal Operating Procedure.

2. Interpretation

In this Terminal Operating Procedure, a term or expression starting with a capital letter:

- (a) which is defined in the Dictionary in Schedule 1 to the Terminal Access Protocol for the Interstate Terminal, has the meaning given to it in the Dictionary; or
- (b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act.

3. General

3.1 Information required from Customers

- (a) To enable MITCo to properly and efficiently manage and operate the Interstate Terminal, provide Access to and from the Interstate Terminal, and provide Terminal Services to the Customer, the Customer will provide MITCo with such documents or information as reasonably required by MITCo from time to time, including (but not limited to):
 - (i) up to date rail certificates;
 - (ii) container plating compliance audits;
 - (iii) wagon technical data; and
 - (iv) any other documents or information reasonably required by MITCo.
- (b) The Customer will provide the information referred to in clause 3.1(a) above in the format reasonably required by MITCo.

- (c) The customer will provide MITCo with its forecasts of the number of TEU in respect of which it requires services as reasonably required in the Standard Customer Agreement.
- (d) The Customer will provide prompt notification of any Timetable change to MITCo so as to ensure that MITCo can efficiently manage any excess or reduced capacity in the Interstate Terminal.

3.2 Accreditation

- (a) The Customer must hold and maintain any accreditation, license or approval (and will maintain any technical or other standard) required in order to undertake the activities contemplated under its Standard Customer Agreement, including, without limitation, all Rail Safety Laws.
- (b) The Customer must notify MITCo as soon as practicable after it receives any notice of intended, or actual amendment, variation, suspension or cancellation affecting its accreditation.
- (c) At least once every 12 months, and on request by MITCo, the Customer must provide to MITCo, a copy of their current accreditation.

3.3 IT requirements

The Customer must have the IT and operational systems capability to interface with MITCo's IT systems, from time to time.

4. Track utilisation plan

- (a) A track utilisation plan will be prepared by MITCo which will identify planned occupancy of the Interstate Terminal. MITCo will use the track utilisation plan to manage and allocate short term capacity within the Interstate Terminal.
- (b) MITCo will use reasonable endeavours to ensure that the track utilisation plan is prepared in order to be consistent with:
 - (i) information known by MITCo regarding the operation of the Interstate Terminal at the relevant point in time; and
 - (ii) each Customer's Timetable.
- (c) The Customer will provide the following details upon request by MITCo to allow preparation of the track utilisation plan:
 - (i) arrival and departure times;
 - (ii) track lengths requirement;
 - (iii) shunt requirement (consist movement);
 - (iv) cut off times;
 - (v) locomotive provisioning times (if applicable); and
 - (vi) cargo types.

- (d) The Customer and MITCo will work together in good faith in order to seek to respond to and address any operational requirements caused by day of operation variations to the track utilisation plan.
- (e) MITCo may vary the track utilisation plan from time to time if it considers that doing so would be reasonably likely to improve the capacity, efficiency or safe operation of the Interstate Terminal. MITCo will consult with the Customer before finalising any amended track utilisation plan.
- (f) The Customer may request (**the Request**) MITCo to vary the track utilisation plan from time to time in order to accommodate either temporary or permanent changes in the Customer's requirements otherwise agreed and implemented in accordance with the Customer Agreement.
- (g) The Customer will provide such information as is reasonably requested by MITCo to enable MITCo to consider a Request under sub-clause (f) above.
- (h) MITCo will consult with the Customer in relation to the Request and may vary the track utilisation plan in order to accommodate the Request. For clarity, nothing in this clause 4 permits a Request, or requires MITCo to consider a Request, that is inconsistent with the terms of the relevant Customer Agreement.

5. Loading and unloading trains

5.1 General

MITCo will take reasonable steps to make available sufficient equipment to lift maximum container weights as shown on compliance plates of certified containers that conform to ISO/Australian Standard NZS 3711, where and to the extent required to provide Terminal Services.

5.2 Train Loading

- (a) At least 3 hours prior to the scheduled departure time of a Train, the Customer will provide MITCo with an indicative load plan which will include:
 - (i) wagon consist;
 - (ii) marshalling requirements; and
 - (iii) container bookings which must specify the type and weight of the container.
- (b) The Customer will be responsible for the timely presentation of the wagon consist to allow MITCo to load containers in accordance with the indicative load plan.
- (c) MITCo will check containers to ensure they are safe for loading having regard to container integrity, load restraint and compliance plating. MITCo will advise the Customer of containers which are not safe for loading.
- (d) MITCo will use reasonable endeavours to load the Train in accordance with the indicative load plan.
- (e) MITCo will manage variations to the indicative load plan and will advise the Customer of any such variations.

- (f) MITCo will load the containers within the safety conditions of the wagon consist presented by the Customer having regard to axle load, height, drawbar and network restrictions.
- (g) MITCo will not be obliged to load a container which is not received in the Interstate Terminal prior to the Cut-Off Time, but MITCo will use reasonable endeavours to do so subject to MITCo's obligations to other Customers and provided MITCo considers it is efficient to do so (in MITCo's absolute discretion).
- (h) The Customer will provide MITCo with all necessary written authorities to deal with the containers to be loaded onto the Customer's Trains, including, for example:
 - (i) written authorities enabling access to containers for the purposes of:
 - A. inspecting containers to check that they are within specification;
 - B. checking the safety of the container; and
 - (ii) any other documents or information reasonably required by MITCo.
- (i) MITCo will load containers in accordance with the specific service ID's that make up the overall train consist, including for example such service ID's as:
 - (i) day of travel;
 - (ii) place of origination of Train;
 - (iii) destination of Train;
 - (iv) details of Rolling Stock on each service; and
 - (v) any other service ID's reasonably required by MITCo.
- (j) MITCo will provide the train manifest to the Customer at the Train Handover Time in order to allow final inspection and pre-departure safety checks to be undertaken by the Customer prior to the Train's departure.
- (k) The Customer will ensure that any loading standards, marshalling requirements and network restrictions have been met during the pre-departure check. For avoidance of any doubt, the ultimate responsibility for the Train to be safely loaded in accordance with any required standards prior to its release onto the network remains with the Customer.

5.3 Unloading Trains

- (a) At least 90 minutes prior, or as otherwise agreed, to the scheduled arrival time of a Train, the Customer will provide MITCo with notification of the nature and description of the goods loaded on the Train (**Notice of Consist**) and confirm that the Train has been safely loaded in accordance with any required standards prior to its release onto the network.
- (b) MITCo will check containers to ensure they are safe for unloading, having regard to container integrity, load restraint and plating compliance. MITCo will advise the Customer of containers which are not safe for unloading.
- (c) The Customer will provide MITCo with all necessary written authorities to deal with the containers to be unloaded from the Customer's Trains, including, for example:

- (i) written authorities enabling access to containers for the purposes of:
 - A. inspecting containers to check that they are within specification;
 - B. checking the safety of the container; and
- (ii) any other documents or information reasonably required by MITCo.
- (d) MITCo will ensure:
 - (i) containers will be allocated ground location ID's which will describe the grid location of the container within the Interstate Terminal in order to assist truck operators to locate freight;
 - (ii) Container Inventory Checks will be undertaken daily; and
 - (iii) Any container inventory exceptions will be escalated to the Customer upon identification.

6. Daily Variations

- (a) The Customer must provide the following notice to MITCo if a Train is likely to arrive before or after its scheduled arrival time:
 - (i) 6 hours' notice for port shuttles operating between the Interstate Terminal and Port Botany; and
 - (ii) 12 hours' notice for all other Trains.
- (b) In respect of arriving Trains:
 - (i) For Train arrivals at or before the scheduled arrival time in the Timetable, MITCo will use reasonable endeavours to ensure that the Terminal Services are supplied in a manner that permits the Train to depart on time.
 - (ii) For Train arrivals after the scheduled arrival time in the Timetable:
 - A. MITCo and Customer will co-operate to forward plan for the arrival of those Trains; and
 - B. where and to the extent that it is practicable to do so, MITCo will amend its operating plan in order to service the Customer's late arriving trains at the earliest convenient point in time, subject always to MITCo's obligations to other Customers and provided MITCo considers it is safe and efficient to do so (in MITCo's absolute discretion).
- (c) In respect of departing Trains:
 - (i) The Customer may:
 - A. request MITCo to give priority to the provision of Services to certain of the Customer's Trains;

- B. request MITCo to vary Cut-Off Times or Train departure times to accommodate variations; and
 - C. request MITCo to prioritise the container loading to meet customer expectations.
- (ii) MITCo will:
- A. use reasonable endeavours to satisfy any requests under this sub- clause, subject always to MITCo's obligations to other Customers and provided MITCo considers it is safe and efficient to do so (in MITCo's absolute discretion); and
 - B. if it becomes apparent to MITCo that a Train cannot be completed on schedule, MITCo will advise the Customer no later than two hours prior to the scheduled departure time of the train in order to allow crewing issues to be addressed.
- (d) If a Train fails within the Interstate Terminal, MITCo will:
- (i) use all reasonable endeavours to minimise disruptions to other Customers; and
 - (ii) as soon as is practical, subject to its obligations to other Customers and the safe and efficient operation of the Interstate Terminal, clear the failed Train.
- (e) MITCo, where reasonably necessary, will liaise with ARTC train controllers in relation to train arrival and departure.

7. Gate entry and exit procedures

- (a) MITCo will be responsible for the in-gating and out-gating of the Customer's containers into the Terminal.
- (b) MITCo will provide freight opening and closing receival times for each of the Customer's train services.
- (c) MITCo will immediately notify the Customer of any exceptions in data that impact on the successful in-gating or out-gating of MITCo's containers.
- (d) For the purpose of maximising slot utilisation, the Customer may request that MITCo receive containers prior to the opening and closing times. These containers would be known as pre-receivals.
- (e) The Customer will be responsible for resolving any data or load integrity exceptions that arise out of the in-gating or out-gating process and immediately notify MITCo once the exception has been resolved.

8. Road

- (a) The Customer will provide to MITCo the proposed times for the arrival and departure of any road vehicles to and from the Terminal, 24 hours in advance of those movements.
- (b) MITCo will manage the scheduling of windows for the arrival of trucks to receive or deliver containers at the Interstate Terminal through a VBS.

9. General operations

9.1 9.1 Container Damage

- (a) MITCo and the Customer will, to the extent it is practicable to do so, check for damage to containers arriving in the Interstate Terminal on a Train. MITCo and the Customer will advise each other of containers which are damaged.
- (b) In the event of an incident within the Terminal, which may have caused damage to the contents of a container, MITCo will notify the Customer immediately of the incident.
- (c) MITCo will consult with the Customer in relation to the recovery of the contents of containers, but any decision in relation to such recovery will be at MITCo's discretion.
- (d) MITCo will have no liability for containers once they have been collected and have been pinned by the Customer.

9.2 Wagon Defects

- (a) A Customer must use best endeavours to prevent the entry of defective wagons into the Interstate Terminal.
- (b) If a Customer identifies a defective wagon, it must immediately notify MITCo and follow directions from MITCo in order to remove the defective wagon from the Interstate Terminal. For clarity, MITCo may refuse to load or unload a defective wagon.
- (c) If necessary, the Customer will amend its wagon consist for the departing Train.

9.3 Other operational arrangements

- (a) **Refrigerated goods:** MITCo will use reasonable endeavours to load and unload refrigerated goods subject to any terms or requirements agreed with the Customer. Where a Train has refrigerated goods that require handling by MITCo, the Customer must (unless otherwise agreed) notify MITCo not less than 48 hours in advance.
- (b) **Ancillary Facilities:** MITCo may provide access to ancillary facilities from time to time (including access for operational staff to the café located within the Precinct) as notified by MITCo from time to time.
- (c) **Customs and Quarantine:** The Customer is solely responsible for, and must comply with, all custom and quarantine requirements in respect of goods or Containers prior to such goods or Containers entering the Interstate Terminal. MITCo may require the Customer to provide documentation relating to customs and quarantine requirements before unloading or loading Containers.
- (d) **Broken down locomotives:** The Customer is solely responsible for dealing with broken down locomotives. The Interstate Terminal does not provide facilities for the repair of locomotives and a Customer must promptly comply with any direction received from MITCo to remove a broken down locomotive or to otherwise move or relocate it in order to minimise any disruption to access to, or use of, the Interstate Terminal by MITCo or other Customers.

- (e) **Incidents:** MITCo and the Customer will notify each other of any accident, spillage or other incident involving the Customer's Container(s), as soon as practicable. In the event an accident, spillage or other incident, MITCo shall be entitled to take such action as it deems necessary to overcome and alleviate the cause and consequences of the accident, spillage or other incident and the Customer shall assist MITCo wherever and however reasonably and practicably necessary.

10. Maintenance

- (a) MITCo will be responsible for the maintenance of the Interstate Terminal and the infrastructure and equipment used to provide the Services to the standard reasonably determined by MITCo as appropriate for the safe and efficient provision of the Services.
- (b) For scheduled maintenance, MITCo will use all reasonable endeavours to provide affected Customers with at least 3 months' notice of the maintenance and any likely impact on the Customer's access or use of the Interstate Terminal.
- (c) For unscheduled maintenance, MITCo will provide notice to affected Customers as soon as reasonably practicable after becoming aware of the need to undertake such maintenance.
- (d) In carrying out maintenance (whether scheduled or unscheduled), MITCo will act reasonably and with the objective of:
 - (i) ensuring safety at all times;
 - (ii) ensuring operations at the Interstate Terminal promote efficiency, productivity and volume handled; and
 - (iii) minimising the extent of any adverse impact on the provision of services to Customers.
- (e) Where maintenance or repairs is required as a result of any act or omission by the Customer (including where this results from damage caused by the Customer or its contractors or agents), MITCo will be entitled to recover the costs associated with such maintenance or repair works (other than maintenance costs that arise in connection with the normal wear and tear of the Interstate Terminal) from the Customer as a charge payable by the Customer to MITCo.
- (f) MITCo will not be liable for any costs incurred by, or claims made by or against the Customer, as a result of MITCo conducting any repairs or maintenance of the Interstate Terminal and any delay caused (including to any Train Movements or to the Timetable) as a result.

11. Rolling Stock Standards

- (a) MITCo will have and maintain published and reasonable Rolling Stock Standards, which it will develop and update from time to time having regard to its terminal operations, regulatory requirements, safety requirements and any conditions of its planning or operational approvals.
- (b) MITCo will notify all Customers of the applicable Rolling Stock Standards (or other applicable standard or requirement) in accordance with this clause 11.
- (c) Where MITCo determines that changes to the Rolling Stock Standards are required having regard to regulatory requirements, safety requirements or any conditions of

its planning or operational approvals, MITCo will provide as much prior notice to Customers as reasonably practicable in the circumstances.

- (d) Where MITCo determines that changes to the Rolling Stock Standards are required having regard to its terminal operations, MITCo will comply with the following minimum notice periods for providing notice to Customers:
 - (i) not less than 3 months' prior notice for any minor changes, being changes to the Rolling Stock Standards that are minor or incidental and do not impose material additional costs on a rail operator in order to comply; or
 - (ii) for all other changes, not less than 6 months' prior notice of any changes (for example, any changes associated with the introduction of automation).
- (e) The published Rolling Stock Standards will apply to all rail operators using the Interstate Terminal.
- (f) Each Customer must ensure that all Rolling Stock used by the Customer at the Interstate Terminal comply with any Rolling Stock requirement notified under this clause 11.

12. Safety

12.1 Safety management plan

- (a) MITCo will prepare a safety management plan for the Interstate Terminal.
- (b) MITCo will provide to the Customer all information necessary for the safe operation of the Customer's Trains within the Interstate Terminal.
- (c) The Customer will develop and provide a safety management plan for its rail operation that is consistent with requirements of MITCo. The Customer's safety management plan will be incorporated into the safety management plan for the Interstate Terminal.
- (d) MITCo and the Customer will comply with the safety management plan for the Interstate Terminal.

12.2 General safety obligations

- (a) MITCo has sole control of the Interstate Terminal site. The Customer is only permitted to enter the Interstate Terminal site with prior permission from MITCo.
- (b) Customers are not permitted to bring any Dangerous Goods into the Interstate Terminal precinct, unless specifically agreed with MITCo (at its discretion).
- (c) MITCo has the right to remove or direct the immediate removal of Customers, Containers and/or any other vehicle or property from within the Interstate Terminal on safety grounds.
- (d) The Interstate Terminal has a zero limit for alcohol and other drugs and a policy of random testing.
- (e) MITCo and the Customer will ensure:

- (i) compliance with the safety management plan for the Interstate Terminal;
 - (ii) all Rolling Stock, plant and equipment admitted to the Interstate Terminal is safe and is operated in a safe manner;
 - (iii) vehicles entering the Interstate Terminal comply with the following:
 - A. a high vision yellow flashing light (beacon) is mounted on the vehicle roof;
 - B. vehicle hazard lights are switched on;
 - C. vehicle headlights are illuminated;
 - D. maximum speed of 20 kph; and
 - E. no mobile phone use, including the use of hands free sets, while driving; and
 - (iv) its employees, contractors and site visitors have received the relevant site induction (and MITCo will determine the cost of any site inductions acting reasonably);
- (f) MITCo has the authority to enforce that the Customer will ensure its employees, contractors and site visitors entering the Interstate Terminal (excluding any administration buildings) comply with the following personal protective equipment:
- (i) long sleeved shirt, with sleeves rolled down;
 - (ii) high visibility vest or shirt;
 - (iii) broad brimmed or Legionnaire style hat;
 - (iv) protective footwear;
 - (v) protective safety glasses; and
 - (vi) protective safety glove and hearing protection when accessing the locomotive provisioning facility.

13. Customer communications

- (a) MITCo will establish a single point of contact for customer complaints. This will apply for customer related complaints from the Customer channelled through MITCo; or directly from MITCo.
- (b) MITCo will establish a communication protocol including a requirement for Customers to establish and maintain a radio communications link with MITCo at all times with the operating details of the radio link to be specified by MITCo.
- (c) At all times, MITCo will endeavour to provide resolution to the Customer issues.

14. Right to review of the Terminal Operating Procedure

14.1 MITCo may initiate a review of the Terminal Operating Procedure

- (a) MITCo can review the Terminal Operating Procedure at any time.
- (b) MITCo will consult with National Intermodal and Access Seekers and Customers, when reviewing the Terminal Operating Procedure.
- (c) Following any review, MITCo may implement changes to the Terminal Operating Procedure that are not inconsistent with the Open and Non- Discriminatory Access Obligations.
- (d) MITCo will promptly notify National Intermodal and Access Seekers and Customers of any changes it makes to this Terminal Operating Protocol.
- (e) If National Intermodal considers that a proposed change is not consistent with the Open and Non- Discriminatory Access Obligations, following consultation with MITCo, National Intermodal can refer the matter for dispute resolution provided that the revised Terminal Operating Procedure may not be implemented subject to, and pending the outcome of, dispute resolution.