

Schedule B

Access Application information requirements

1 Application

- (a) Without limiting the information requirements that an Access Application must satisfy in accordance with this Undertaking, an Access Application must satisfy the information requirements set out in this **schedule B**.
- (b) This **schedule B** applies as follows:
 - (i) where the proposed Access Application is solely for a Transfer in respect of Transferred Access Rights and, if applicable, Ancillary Access Rights, **clause 7** applies (and, except as expressly referred to in **clause 7**, **clauses 2 to 6** and **clause 8** do not apply);
 - (ii) where the proposed Access Application is solely for a Renewal, **clause 8** applies (and, except as expressly referred to in **clause 8**, **clauses 2 to 7** do not apply); and
 - (iii) subject to **clauses 1(b)(i)** and **(ii)**, for all other proposed Access Applications **clauses 2 to 6** apply.

2 Access Seeker and Customer

Relevant contact details including:

- (a) the Access Seeker's name and contact details;
- (b) if the Access Seeker has a Customer, that Customer's name and contact details; and
- (c) if the Access Seeker or its Customer is an unincorporated joint venture, the names and contact details for all joint venture participants.

3 Ability to use Access Rights

Information needed to assess matters referred to in **clause 4.12(c)** of this Undertaking including the following information about matters to be taken in account under **clause 4.12(c)** of this Undertaking:

- (a) where an Access Seeker is seeking Access Rights that will be used for a person other than the Access Seeker (that is, a person who is the Access Seeker's Customer), the identity of the Customer for those Access Rights are sought is to be confirmed along with information evidencing that the Access Seeker is reasonably likely to have such a Customer proposed Customer agrees to the Access Seeker submitting the Access

Application based on the transport of coal for the proposed Customer-;

[QRC Note: To align with revised clause 4.3(h)(ii). The Access Seeker should be required to provide evidence that it has a Customer not that it is reasonably likely to obtain a Customer.]

~~Aurizon Network will disregard for this purpose the effect that granting the Access Rights to the Access Seeker will have on the Access Seeker's ability to attract a Customer in the future;~~

- (b) for a Train Operator, the identity of the relevant Access Seeker or Access Holder for whom they are the Train Operator;
- (c) whether the Access Seeker has secured, or is reasonably likely to secure, Supply Chain Rights;
- (d) whether the Access Seeker, or its Customer (if any), has secured or is reasonably likely to secure a rail haulage agreement for the operation of the proposed Train Services within the timeframes and in the manner contemplated by the Access Application, if applicable;
- (e) whether the Access Seeker or its Railway Operator has is reasonably likely to have sufficient facilities (including Rollingstock, provisioning facilities, maintenance facilities and storage facilities) to enable it to run Train Services to fully utilise the Access Rights sought; and **[QRC Note: to align with changes to clause 4.12(c)(ii)(C).]**
- (f) where the Access Rights are sought to transport the output of a mine, whether the anticipated output of the mine is sufficient to support full utilisation of the Access Rights sought and all relevant existing Access Rights relevant to that mine; and. **[QRC Note: to align with changes to clause 4.12(c)(ii)(D).]**
- ~~(f)~~(g) where the Access Rights sought require a Customer Specific Branch Line for the relevant Train Services, whether the Customer Specific Branch Line has been constructed and commissioned or is reasonably likely to be constructed and commissioned prior to the date on which the relevant Train Services are to commence. **[QRC Note: to align with new clause 4.12(c)(ii)(E).]**

4 Form of Access Agreement

Nominate the proposed form of Access Agreement that the Access Seeker is seeking – for example, a Standard Access Agreement (End User), a Standard Access Agreement (Access Holder), a Standard Access Agreement (Operator) or some other form.

5 Coal and freight Train Services

5.1 Train Service description

Information describing the Train Services, including:

- (a) the route of operation (including a diagram if necessary) including origin, destination, loading facility, unloading facility and depot;
- (b) the proposed commencement date for Train Services
- (c) the proposed term of the Access Agreement;
- (d) the method of transporting freight (e.g. containers, louvered wagons, bulk wagons);
- (e) a description of freight/ commodity;
- (f) the Coal System(s) in which the Train Service will operate;
- (g) the net tonnes of product per annum each Year of operation, represented on a monthly basis, or where monthly railings are not even, the proposed distribution of the net tonnes;
- (h) the proposed sectional run times;
- (i) the proposed maximum Dwell times, time at loading facility, time at unloading facility and time at depot;
- (j) the proposed non standard operating modes or methods (if applicable); and
- (k) the proposed Stowage requirements.

5.2 Timetable requirements

Information setting out the timetabling requirements, including:

- (a) whether the Access Rights sought are for a new Train Service, or a variation to an existing Train Service, for the Access Seeker;
- (b) whether the Access Rights sought are for a new Train Service or variation to an existing Train Service on the Rail Infrastructure;
- (c) the required frequency of Train Services, including weekly requirements, seasonality variations and any trends over the proposed Access Agreement term;
- (d) the preferred departure and arrival windows on preferred days of operation, separately for forward and return journeys, where relevant; and
- (e) the requirements for shunting or Dwell times enroute, separately for forward and return journeys.

5.3 Rollingstock details

For all Access Seekers (other than End Users), information describing the Rollingstock and Rollingstock Configurations, including:

- (a) the proposed number of locomotives per Train;
- (b) the proposed number of wagons per Train;
- (c) the type and class of locomotive;

- (d) the mass of each locomotive (includes full sand and fuel load);
- (e) the type and class of wagons;
- (f) the nominal gross mass of wagons;
- (g) the tare mass of each wagon;
- (h) the tare mass per container;
- (i) the average number of containers per wagon;
- (j) the average proposed load (of product) per wagon;
- (k) the maximum proposed gross tonnes per wagon;
- (l) the maximum axle load of locomotives and wagons;
- (m) locomotive traction type;
- (n) where the traction type is electric traction, the regenerative braking capability and relevant details relating to that regenerative braking capability including electricity metering;
- (o) the gross tonnes per Train Service, separately for forward and return journeys;
- (p) the nominal payload per Train Service, separately for forward and return journeys; and
- (q) the Static Length and Comparative Length for the proposed Train.

5.4 Infrastructure requirements

Details of any Expansions or Customer Specific Branch Lines that may be necessary for operation of service, where known.

6 Passenger Train Services

6.1 Train Service description

Information describing the Train Services, including:

- (a) the route of operation (including a diagram, if necessary);
- (b) the proposed term of the Access Agreement; and
- (c) the type of passenger traffic (e.g. long distance, commuter, tourist).

6.2 Timetable requirements

Information setting out the timetabling requirements, including:

- (a) whether the Access Rights sought are for a new Train Service, or a variation to an existing Train Service, for the Access Seeker;
- (b) whether the Access Rights sought are for a new Train Service, or a variation to an existing Train Service, for the Rail Infrastructure;

- (c) the required frequency of Train Services, including weekly requirements, seasonality variations and any trends over the proposed Access Agreement term;
- (d) the preferred departure and arrival windows on preferred days of operation, separately for forward and return journeys; and
- (e) the requirements for shunting or Dwell times enroute, separately for forward and return journeys.

6.3 Rollingstock details

Information describing the Rollingstock, including:

- (a) the total number of locomotives per Train;
- (b) the total number of carriages per Train;
- (c) the total number of passenger multiple units (**PMU**) per Train;
- (d) the type and class of locomotive;
- (e) the mass of each locomotive (including full sand and fuel load);
- (f) the type and class of carriage;
- (g) the nominal gross mass of each carriage;
- (h) the type and class of PMU;
- (i) the average gross mass of PMU;
- (j) the maximum number of vehicles including locomotives, wagons or units within PMU;
- (k) the maximum axle load of locomotives and wagons;
- (l) locomotive traction type;
- (m) the total length of Train (including locomotives);
- (n) the gross tonnes per Train Service, separately for forward and return journeys; and
- (o) the maximum operation speed separately for loaded and empty Trains.

6.4 Infrastructure requirements

Details of any Expansions or Customer Specific Branch Lines that may be necessary for operation of service, where known.

7 Transfers

[QRC Note: Please refer to the QRC's separate note on transfers. Section 7.4 should be modified to reflect the proposed new transfer process.]

Information relating to the Transfer including:

- (a) relevant contact details including:
 - (i) the Transferee's name and contact details;

- (ii) if the Transferee has a Customer, that Customer's name and contact details; and
 - (iii) if the Transferee or its Customer is an unincorporated joint venture, the names and contact details for all joint venture participants;
- (b) ~~where the Transferee is not the current Access Holder (Transferor) who intends to undertake the relevant Transfer,~~ relevant contact details for the Transferor including: **JQRC Note: This change has been agreed with Aurizon Network.**
- (i) the Transferor's name and contact details;
 - (ii) if the Transferor has a Customer, that Customer's name and contact details; and
 - (iii) if the Transferor or its Customer is an unincorporated joint venture, the names and contact details for all joint venture participants;
- (c) details identifying the Transferor's Access Agreement, and the Access Right under it (including by reference to origin and destination), to which the Transfer relates;
- (d) details referred to in **clauses 3** and 4 with reference to the proposed Transfer;
- (e) the proposed date and term for the Transfer;
- (f) the information referred to in **clause 5.1 to 5.3** or **clauses 6.1 to 6.3** (as applicable);¹⁰
- (g) evidence that the Transferor's Customer (if any) and the Transferee's Customer (if any) have been notified of, and have agreed to, the Transfer (except where the Transferor's Customer initiated the Transfer by notice to Aurizon Network); and **JQRC Note: This change has been agreed with Aurizon Network.**
- (h) any other information that:
- (i) it is necessary to provide under this Undertaking; or
 - (ii) ~~is Aurizon Network believes is~~ otherwise reasonably necessary and ~~has been notified to the Access Seeker by Aurizon Network~~the Access Seeker has agreed to provide this information, or is otherwise required to do so by law.

8 Renewals

Information relating to the Renewal including:

- (a) relevant contact details including:
 - (i) the Renewing Access Seeker's name and contact details;

¹⁰ Ancillary Access Rights do not require any Expansion or Customer Specific Branch Line therefore **clauses 5.4** and **6.4**, as applicable, are not relevant.

- (ii) if the Renewing Access Seeker has a Customer, that Customer's name and contact details; and
 - (iii) if the Renewing Access Seeker or its Customer is an unincorporated joint venture, the names and contact details for all joint venture participants;
- (b) where the Renewing Access Seeker is not the current Access Holder, relevant contact details for the current Access Holder including:
 - (i) the current Access Holder's name and contact details;
 - (ii) if the current Access Holder has a Customer, that Customer's name and contact details; and
 - (iii) if the current Access Holder or its Customer is an unincorporated joint venture, the names and contact details for all joint venture participants;
- (c) a description identifying the current Access Agreement to which the Renewal relates;
- (d) details referred to in **clauses 3 and 4** with reference to the proposed Renewal;
- (e) whether the Renewal is for all or part of the relevant existing Access Rights and, where for part only, details of the relevant part;
- (f) details of all changes (if any) in:
 - (i) the information referred to in **clause 5.1 to 5.3** or **clauses 6.1 to 6.3** (as applicable)¹¹; and
 - (ii) the Operating Plan,
 from that relating to the relevant existing Access Agreement.¹²

¹¹ A Renewal will ~~do not~~ require any Expansion or Customer Specific Branch Line therefore **clauses 5.4 and 6.4**, as applicable, are not relevant.

¹² ~~It should be noted that a Renewal only arises where a Renewing Access Seeker wishes to hold or to continue to hold (as applicable) Access Rights equivalent to the relevant existing Access Rights. The greater the nature and degree of change the greater the risk that the relevant Access Application will not be a Renewal. [QRC Note: Whether or not an Access Application constitutes a Renewal should depend on the operative provisions of the access undertaking. This note has the potential to cause confusion.]~~