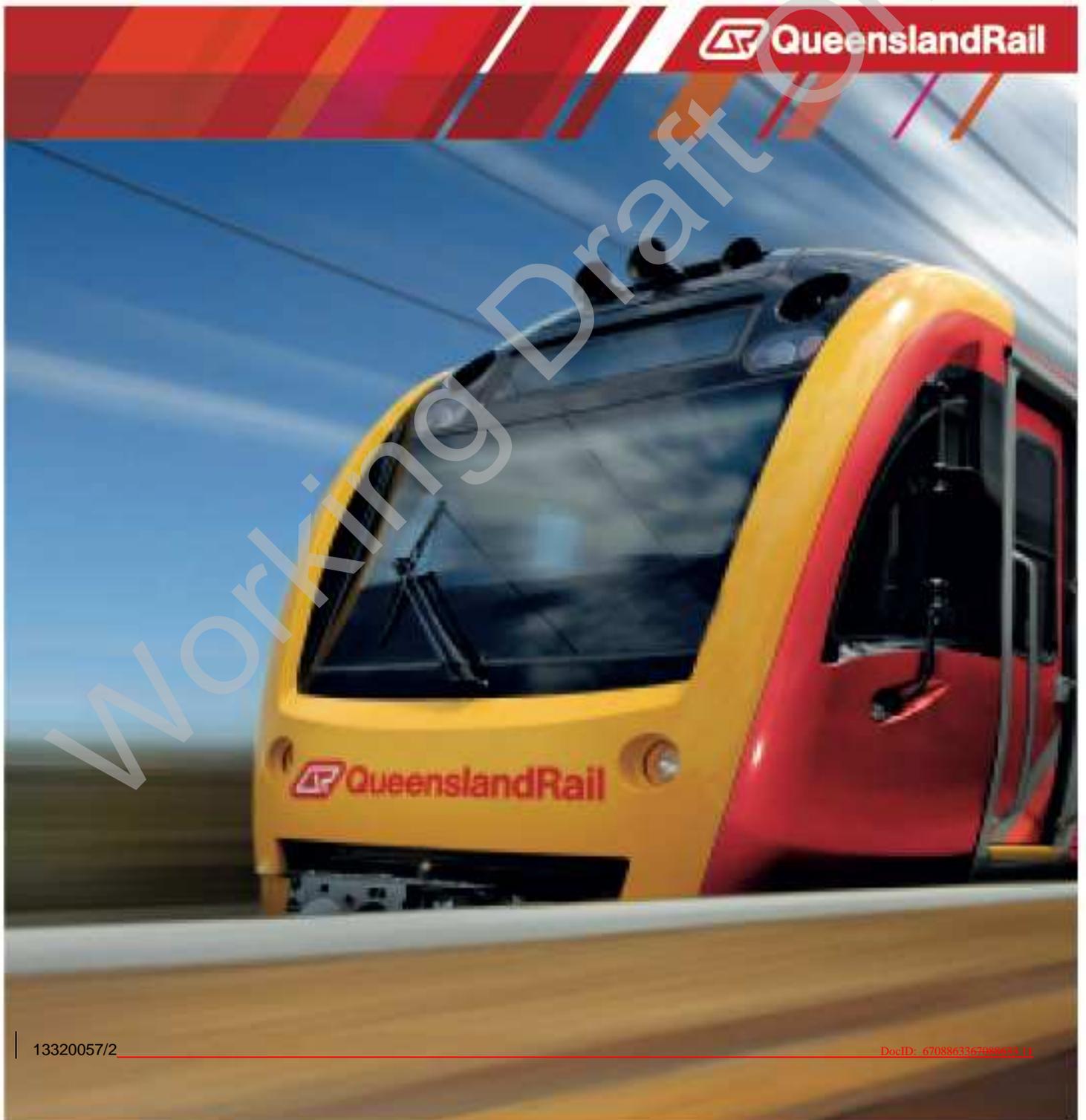


Operating Requirements Manual May 2015

Version 1



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1 Introduction

This document sets out practices, standards, systems, protocols, requirements, rules, policies and other information in relation to or in connection with Network Control and the access to and use of the Network by Operators. It also includes interface management and coordination requirements, safeworking procedures, safety standards (including electrical safety requirements), emergency and investigation procedures, requirements for the management of Network Incidents and environmental requirements.

The Glossary in ~~section 9~~clause 9 sets out how this document should be interpreted and the meaning of certain terms and acronyms.

Where this document refers to standards or other documents that belong to Queensland Rail, Queensland Rail will make the relevant standard or document available to Operators.

This document will be updated by Queensland Rail from time to time ~~-~~in accordance with the Queensland Rail Access Undertaking. Operators should always refer to the current version of this document. ~~-~~ Queensland Rail will maintain the current version of this document on its website.

2 Interface Risk Management

2.1 Interface Risk Management Assessment

Queensland Rail, as the accredited ~~Rail Infrastructure~~Railway Manager, and the Operator will jointly conduct an Interface Risk Assessment ~~(IRA)~~ to identify, assess and appropriately manage the safety and environmental risks associated with the Operator's nominated access to Queensland Rail's Network.

For the purposes of developing, reviewing or amending an Interface Risk Assessment:

~~(a)~~ Queensland Rail will publish on its website:

- (i) A sample Interface Risk Management Plan (IRMP) which specifies a list of safety and Rolling Stock issues that should, at a minimum, be addressed by the parties during the Interface Risk Assessment, along with suggested controls for the identified safety and Rolling Stock issues; and
- (ii) If a new version of the sample IRMP is published, a description of the changes made since the immediately preceding version of the new sample IRMP.

The IRMP developed by the parties may cover additional safety and/or Rolling Stock issues and associated controls depending on the circumstances of the particular operation.

~~(a)(b)~~ Queensland Rail and the Operator will:

- (i) adhere to Queensland Rail's published risk management framework;
- (ii) each nominate appropriately qualified and experienced representatives for this purpose;
- (iii) make relevant information available to each other on a timely basis; and
- (iv) use reasonable endeavours to ensure that information which the parties provide to one another is accurate and up to date.

~~(b)(c)~~ Queensland Rail and the Operator will:

- (i) establish the context of the interface(s) to be assessed;
- (ii) identify the specific Interface Risks associated with the Operator's proposed operations on Queensland Rail's Network;
- (iii) analyse and evaluate the identified risks and the possibility of the Interface Risks occurring and the safety and commercial consequences of such;

- (iv) identify the standards, procedures and systems relevant to the management of the identified ~~interface risks~~ Interface Risks;
- (v) specify the control measures agreed between Queensland Rail and the Operator to manage those Interface Risks as far as reasonably practicable, including:
 - (A) the relevant ~~standards~~ Safeworking Procedures and Safety Standards, procedures and systems of each party;
 - (B) the relevant Rolling Stock and other Interface Standards;
 - (C) the measures outlined in the Operator's Environmental Investigation and Risk Management Report (**EIRMR**);
 - (D) requirements for training, monitoring, awareness, competence and complaint handling; and
 - (E) the audit, inspection and review regime; and
- (vi) identify the party responsible for implementing each control measure.

~~(e)~~(d) Prior to any Interface Risk Assessment or any other activities associated with the preparation of an IRMP being conducted, Queensland Rail and the Operator will each provide relevant information to the other to assist with the identification of environmental risks. ~~For example, including, but not limited to, the following:~~

- (i) Queensland Rail will provide the Operator with:
 - (A) a copy of any relevant environmental authorities held by Queensland Rail;
 - (B) a copy of any relevant environmental reports;
 - ~~(C)~~ particulars of any enforcement actions relevant to the interface between the parties within one business day of receiving notification of such action;
 - ~~(D)~~(C) any currently applicable noise levels or limits;
 - ~~(E)~~(D) particulars of noise complaints and enforcement actions and any relevant stakeholder complaints ~~or concerns~~ and concerns, including details of any enforcement actions relevant to the interface between the parties; and
 - ~~(F)~~(E) any other information including any documents from Queensland Rail's Environmental Management System that Queensland Rail considers relevant to the management of environmental risks; and
- (ii) ~~prior to any Interface Risk Assessment workshop or any other activities associated with the preparation of an Interface Risk Management Plan (IRMP), the~~ The Operator will provide Queensland Rail with:

- ~~(A) details a copy of any additional hazards, risks and non-compliances with respect to the Operator's railway operations;~~
- ~~(B) the types and general volumes of products or commodities to be transported on Queensland Rail's Network;~~
- ~~(C)(A) an EIRMR describing, approved in accordance with **clause 2.5**, specifically for the nominated access which describes the anticipated reasonably foreseeable environmental risks and proposed controls and management actions associated with the Operator's planned activities;~~
- ~~(D) any approved or proposed environmentally relevant activities (as defined under the *Environmental Protection Act 1994* (Qld)); and~~
- ~~(E) any information in relation to anything referred to in **section 5**.~~
- (B) the types and general volumes of products or commodities to be transported on Queensland Rail's Network, but, limited to the type of information required in a manifest of the type typically adopted in the rail transport industry; and
- (C) a draft Operating Plan (as defined in the Undertaking).

2.2 Interface Risk Management Plan

~~(a) The An Interface Risk Assessment will be undertaken, and an IRMP will be developed, as part of the negotiation of an Access Agreement. The IRMP, once completed, will become a schedule to the relevant Access Agreement. The IRMP is an agreed plan between Queensland Rail and the Operator which is to be developed from the outcome of an Interface Risk Assessment. The IRMP formally:~~

- ~~(i) documents where both parties will which Safeworking Procedures and Safety Standards are applicable to the Operator's operations;~~
- ~~(ii) implement and maintain documents the control measures to be implemented and maintained for managing the safety and environmental risks identified in the Interface Risk Assessment and EIRMR;~~
- ~~(iii) documents how the parties have agreed to evaluate, test and, if necessary, revise the measures mentioned in **paragraph (a)(ii)(iii)**;~~
- ~~(iv) assign assigns the roles and responsibilities of each party to the IRMP in relation to the measures mentioned in **paragraph (a)(ii)(iii)**;~~
- ~~(v) identify identifies the procedures by which each party will monitor compliance with the both their obligations and the other party's obligations under the IRMP; and~~

(vi) ~~provide~~provides for a process for keeping the IRMP under review and how any review will be conducted and implemented.

~~(b)~~ Prior to the operation of the Operator's Train Services on the Network, Queensland Rail shall ensure that its safety management system incorporates the elements agreed with the Operator in the IRMP that Queensland Rail is responsible for implementing (if any).

~~(c)~~ Similarly, prior to the operation of the Operator's Train Service on the Network, the Operator will incorporate into its safety management system:

~~(i)~~ the elements agreed in the IRMP that the Operator is responsible for implementing; and

~~(ii)~~ necessary processes for ensuring that the Operator, its Rolling Stock, Rolling Stock configurations and Train Services, at all times comply with the requirements of the Access Agreement, including the agreed IRMP.

~~(b)(d)~~ The IRMP will satisfy the requirements for an interface agreement between two ~~Rail Transport Operators~~rail transport operators for the purposes of the Transport (Rail Safety) Act 2010 (TRSA) and will address the requirements under relevant Laws in relation to the management of Interface Risks.

~~Typically, an Interface Risk Assessment will be undertaken, and an IRMP will be developed, as part of the negotiation of an Access Agreement. The Standard Access Agreement, for example, assumes this position.~~

2.3 Provision of Assistance by Queensland Rail

~~(a)~~ Where Queensland Rail and an Operator agree that training of the Access Seeker's or Access Holder's staff or contractors is required as a control, or part of a control, to a particular Interface Risk identified in the Interface Risk Assessment, and the Operator can only obtain that training from Queensland Rail, Queensland Rail will provide the Operator with that training at reasonable times upon reasonable request from the Operator.

~~(b)~~ Where Queensland Rail provides training in accordance with **clause 2.3(a)**~~2.3(a)~~, it will be entitled to recover a reasonable commercial charge for providing such training.

2.32.4 Environmental Risks

Without limitation to the matters that must be considered and addressed in any ~~Interface Risk Assessment~~EIRMR and ~~any~~ IRMP, an Interface Risk Assessment, EIRMR and an IRMP must, in relation to risks to the environment:

(a) ~~comply with~~consider all relevant environmental management Laws, including, where applicable, noise management standards, and regulations ~~and all other relevant Laws including any currently applicable noise levels or limits;~~

- (b) where noise from the Network or the Operator's Train Services may cause or contribute to applicable noise levels being exceeded, specify include provisions requiring the Operator to consider and address noise, including specifying measures that Queensland Rail or the Operator must(as applicable) will put in place to prevent that occurring minimise noise and, if applicable, other relevant measures agreed to by the parties;
- ~~(c)~~ include provisions requiring detail any approved or proposed environmental authorities and approvals held by the Operator ~~to comply with any community liaison requirements;~~
- ~~(e)(d)~~ identify and assess the reasonably foreseeable risks of any Law or Authority or Environmental Harm arising out of Queensland Rail the proposed use of the Network by the Operator;
- ~~(d)(e)~~ include provisions requiring each of Queensland Rail and the Operator to:
- (i) notify each other of any noise or other complaints pertaining to the environment in relation to or in connection with the relevant parts of the Network or the Operator's Train Services as soon as practicable after such a complaint is received;
 - (ii) cooperate with each other in investigating and responding to such complaints; and
 - (iii) invite each other to any community meetings relating to those complaints;
- ~~(e)(f)~~ include provisions requiring the Operator and Queensland Rail to jointly consider and address possible Contamination, including:
- ~~(i)~~ an assessment of the impact of the Operator's operations on Contamination;
 - ~~(ii)(i)~~ detailed control measures to prevent and respond to Contamination; and
 - ~~(iii)(ii)~~ at the requirement to comply with all relevant Contamination standards and relevant Laws; and
- ~~(f)(g)~~ include provisions requiring the Operator to have an Environmental Management System in place prior to commencing Train Services, which: suitable systems and/or processes for the effective management of risks identified within the applicable EIRMR.
- ~~(i)~~ provides for management of the risks identified within the relevant EIRMR;
 - ~~(ii)~~ addresses the issues raised in the IRMP and contains processes and/or procedures for implementing the control measures set out in the IRMP;

- ~~(iii) — addresses all relevant Laws including the requirements of all Authorisations held by Queensland Rail that are relevant to the Operator's Train Services; and~~
- ~~(iv) — identifies systems (including audit and review systems) and procedures to address all relevant risks to the environment and compliance with all relevant Laws.~~

Where Baseline Environmental Data is available, Queensland Rail ~~can~~will provide this data to the Operator upon request, prior to the commencement of the Train Services. Where Queensland Rail does not have access to Baseline Environmental Data, the Operator may choose to undertake baseline monitoring for a particular section of the Network. If access to Queensland Rail property is required to support the collection of Baseline Environmental Data, Queensland Rail shall endeavour to provide safe access. When accessing Queensland Rail property, the Operator and/or their representative must comply with all requirements outlined in Queensland Rail's Standard (SAF/STD/0144/SWK) in relation to Accessing the Rail Corridor and such other requirements, directions or conditions of access imposed by Queensland Rail, acting reasonably.

2.5 ~~To the extent that no Baseline Environmental Data is available~~ Risk Management Process

- ~~(g)(a) As part of the negotiation process of an Access Agreement, the Network Operator will be taken in commission a suitably qualified person, reasonably acceptable to meet all both Queensland Rail and the Operator, to prepare an EIRMR containing an environmental standards for the purpose of assessing any future investigation component and an environmental impacts risk management component which respectively identify those matters outlined in clause 2.4.~~
- ~~(b) The Operator must provide a copy of the EIRMR to Queensland Rail for its consideration.~~
- ~~(c) Queensland Rail will consider whether the EIRMR adequately addresses the issues outlined in clause 2.4 and any other environmental matters which Queensland Rail (acting reasonably) considers relevant and advise the Operator whether the EIRMR is, in Queensland Rail's reasonable opinion, adequate.~~
- ~~(d) In order to assist Queensland Rail in determining the adequacy of an EIRMR provided to it, the Operator will disclose to Queensland Rail all relevant information reasonably available to it relating to the environmental impact of its proposed operations on the Network.~~
- ~~(e) If, in Queensland Rail's reasonable opinion, the EIRMR discloses areas of risk that cannot be adequately managed by the proposals included in the EIRMR, or the EIRMR fails to identify and adequately deal with additional relevant environmental risks, Queensland Rail may notify the Operator in writing of the risks not adequately managed or not identified or adequately dealt with.~~

- (f) If Queensland Rail (acting reasonably) considers that the EIRMR does adequately address all relevant environmental issues outlined in **clause 2.4** or otherwise, or if Queensland Rail fails to give the Operator the notice referred to in **clause 2.5(e)2.5(e)** within thirty (30) days of receipt (or such other period as the parties, acting reasonably, agree), the EIRMR will be accepted.
- (g) If Queensland Rail gives the Operator a notice pursuant to **clause 2.5(e)2.5(e)**, the Operator may respond to Queensland Rail, by a date agreed by the parties (each acting reasonably), with a written proposal that:
 - (i) contains an investigation of the areas of risk and/or additional relevant environmental risks referred to in the notice provided pursuant to **clause 2.5(e)**;
 - (ii) specifies risk abatement or attenuation measures that the Operator proposes to undertake in relation to the relevant risks, or specifies how the access charges might contain a component reflecting the cost to Queensland Rail of assuming all or some portion of the risk;
 - (iii) where risk abatement or attenuation measures are proposed pursuant to **clause 2.5(g)(ii)2.5(g)(ii)**, specifies a timeframe for implementation of those measures; and
 - (iv) specifies details of any public consultation the Operator proposes to undertake in connection with the implementation of any such measures.
- (h) Queensland Rail may, acting reasonably, accept or reject all or part of the Access Seeker's or Access Holder's proposal (the **Proposal**) provided that, if Queensland Rail:
 - (i) accepts the Proposal, the Proposal will be incorporated into and form part of the EIRMR, which will then be accepted; or
 - (ii) rejects all or part of the Proposal, Queensland Rail must advise the Operator of the risks not adequately managed or not identified or adequately dealt with in the Proposal.
- (i) If the Operator fails to submit its Proposal within the specified time, or if Queensland Rail rejects all or part of the Proposal, then either Queensland Rail or the Operator may refer the issue of whether the EIRMR and/or the Proposal does not adequately manage or does not identify or adequately deal with the relevant environmental risks to:
 - (i) if an Access Agreement has not been signed, dispute resolution in accordance with the relevant dispute resolution clause of the Undertaking; or
 - (ii) if an Access Agreement has been signed, dispute resolution in accordance with that Access Agreement

2.42.6 Specific Risks

Without limiting the matters that must be considered and addressed in any Interface Risk Assessment and IRMP, an Interface Risk Assessment and an IRMP must address:

- (a) electrical safety risks associated with Queensland Rail's electrical assets;
- (b) rail safety risks; ~~and~~
- ~~(c)~~ risks to the work, health and safety of all persons; and
- ~~(e)~~(d) risks to the environment,

that are impacted by the Operator's access to Queensland Rail's Network, as far as is reasonably practicable.

3 Safeworking Procedures and Safety Standards

3.1 Interface Standards and Safeworking Procedures

In addition to the ~~safeworking procedures, safety standards~~ Safeworking Procedures, Safety Standards and other requirements identified in any IRMP ~~agreed with the Operator,~~ the Operator must comply with all reasonable instructions and authorities issued by Queensland Rail from time to time in relation to the safety of any person or property or protection to the environment.

~~Queensland Rail's safeworking procedures and safety standards form part of Queensland Rail's safety management system and~~ Those Safeworking Procedures and Safety Standards which are Queensland Rail internal documents may be altered by Queensland Rail from time to time in accordance with document control procedures in ~~section 7.2~~ clause 7.27-2 below and the terms of the Access Agreement.

3.2 Safeworking Forms

After execution of an Access Agreement with an Operator, Queensland Rail will provide that Operator with copies of all safeworking forms that must be completed and lodged with Queensland Rail from time to time in order for the Operator to operate on the Network.

If the Operator requires additional copies of safeworking forms, electronic copies can be downloaded from Queensland Rail's customer portal.

3.3 Operations in electrified railway corridors

Infrastructure and systems associated with Queensland Rail's 25 kV railway electrification network ~~is~~ are identified as the works of a prescribed electrical entity under the *Electrical Safety Act 2002* (Qld).

Implementation and ongoing review of Queensland Rail's electrical entity ~~Safety Management System~~ safety management system is a legislative

requirement for 25 kV railway electrification systems (electrical entity works) to ensure Queensland Rail's works are:

- electrically safe; and,
- operated in a manner that is electrically safe.

A map showing the extent of Queensland Rail's network electrification is available on the Queensland Rail customer portal.

3.4 Network Security

- (a) The Operator must report any security Incident of which it becomes aware that either has occurred or is occurring on the Queensland Rail Network, to Queensland Rail in a timely manner.
- (b) Where the Operator operates Train Services which carry Dangerous Goods, in addition to any obligations in relation to Dangerous Goods provided in the Access Agreement, it must have in place a security plan that complies with all applicable Laws and Dangerous Goods Codes.
- (c) The Operator must provide a security plan to Queensland Rail prior to the Operator commencing any Train Services and thereafter on an annual basis throughout the term of the Access Agreement. Where the Train Services involve the carriage of Security Sensitive Ammonium Nitrate, the security plan must include:
 - (i) evidence that the Operator and the Operator's Train crew are licensed to transport Security Sensitive Ammonium Nitrate;
 - (ii) control measures to ensure that any Security Sensitive Ammonium Nitrate is secure for the duration of the rail journey;
 - (iii) procedures for ensuring only authorised persons have unsupervised access to Security Sensitive Ammonium Nitrate whilst it is being transported on Queensland Rail's Network;
 - (iv) procedures for reporting to Queensland Rail and the appropriate authorities for any incident involving the Security Sensitive Ammonium Nitrate during its journey on Queensland Rail's Network.
- (d) The Operator must clearly identify and list all High Consequence Dangerous Goods ~~("HCDG")~~ on freight consists relating to Train Services operating or to be operated on the Queensland Rail Network.
- (e) The Operator is to ensure where practicable that no Trains carrying HCDG are delayed or held in the Queensland Rail Network.
- (f) The Operator must ensure that all Trains carrying Dangerous Goods are supervised at all times.
- (g) If for any reason beyond the Operator's control, a Train carrying Dangerous Goods is required to be stowed at an unattended location or isolated siding at any time, then the Operator must arrange for at least one person to remain with the Train at all times.

- (h) The Operator must ensure that if for any reason a Train carrying Security Sensitive Ammonium Nitrate stops on the Queensland Rail Network at any time and for any period of time, a person who is authorised for the purposes of the *Explosives Act 1999* (Qld) and Information Bulletin 53 - Storage requirements for Security Sensitive Ammonium Nitrate remains with the Train at all times. Under no circumstances is the Operator to leave a Train carrying Security Sensitive Ammonium Nitrate on Queensland Rail's Network unattended.
- (i) Where a Train carrying HCDG other than Security Sensitive Ammonium Nitrate stops on ~~the~~ Queensland Rail's Network at any time and for any period of time, the Operator must liaise with Queensland Rail in relation to the securing of the Train. The Operator's Train crew must remain with the Train and maintain communication with Network Control until such time as the Operator has made arrangements with Queensland Rail for the provision and attendance at the relevant location of private security guards for the purposes of securing the Train. Where Queensland Rail provides private security guards, this will be at the Operator's cost. The Operator must provide Queensland Rail with an indication of the length of time that private security guards must be provided. The Operator's Train crew must continue to remain with the Train until the arrival of the private security guards and until it has been established the private security guards have the ability to maintain two way communications with Network Control.
- (j) In the event that the National Terrorism Public Alert Level is raised with a threat specific to mass passenger transport, the Operator will be required to have all Trains carrying HCDG checked at a practical location prior to the Train entering the Metropolitan Network.

4 Emergency Response

4.1 Emergency Management Plan

The Operator must have an Emergency Management Plan that complies with the requirements of the TRSA.

~~The~~Without limiting the terms of an Access Agreement, the Operator must provide a copy of its Emergency Management Plan to Queensland Rail prior to it commencing any Train Services. Operators must work cooperatively with Queensland Rail to ensure Network Incidents and other Emergencies are managed effectively to mitigate the severity and magnitude of any Network Incident. The parties will work together to ensure the risks to the safety of persons arising from the Network Incident or other Emergency are minimised as far as is reasonably practicable.

The Operator must be familiar with, and adhere to, Queensland Rail's Emergency Management Plan as set out in Queensland Rail Standard MD-12-208 and Queensland Rail's emergency response procedures when managing any Network Incident or an Emergency on Queensland Rail's Network. Clear

roles and responsibilities will be identified and allocated to the parties within the plan.

Queensland Rail will consult with Operators on the review and amendment of Queensland Rail's Emergency Management Plan and Queensland Rail's emergency response procedures. Where a Network Incident or other Emergency occurs on the Network that impacts both Queensland Rail and the Operator, Queensland Rail's Emergency Management Plan will outline clear roles and responsibilities for the parties in jointly managing the Emergency.

Operators must test their Emergency Management Plan in so far as it relates to the Queensland Rail Network and the Train Services on an annual basis throughout the term of their Access Agreement and must ensure that both Queensland Rail and Emergency Services are provided with an opportunity to participate in the testing process.

4.2 Incident/Emergency Management

The Operator must comply with the requirements outlined in Queensland Rail's Emergency Management Plan MD-12-208. The Operator must not, by act or omission, do or fail to do anything inconsistent with or that would cause or contribute to Queensland Rail failing to comply with its Emergency Management Plan and its obligations under the TRSA.

~~The~~ Without limiting the terms of the Access Agreement, the Operator's Emergency Management Plan must be consistent with Queensland Rail's Emergency Management Plan and must include:

- (a) detailed procedures for the management of -emergencies, including all actions that must be taken to prevent, minimise or mitigate any threat or danger to any person, property or the environment;
- (b) specific action plans for preventing or, if not preventable, minimising and mitigating Environmental Harm caused or contributed to by ~~aan~~ Incident or other Emergency;
- (c) requirements for immediate and appropriate action to prevent or, if not preventable, minimise and mitigate the adverse effects caused or contributed to by any Incident or other Emergency;
- (d) requirements for relevant Authorities to be informed immediately of any Incident or other Emergency;
- (e) the method for the clean-up of any substance or thing the release of which is caused or contributed to by an Incident or other Emergency such that there is no longer an immediate risk of adverse effects to any person, property or the environment (including Environmental Harm);
- (f) requirements for ensuring that there is not unreasonable Obstruction to Queensland Rail's operations or its Network;

- (g) procedures to ensure compliance by the Operator with all requirements of Laws pertaining to Contamination and/or to ensure compliance with directions of any relevant Authority; and
- (h) requirements for the handling of all Incidents and other Emergencies and procedures for ensuring that all measures taken in response to Incidents and other Emergencies -are recorded on a central incident register for the post Incident or other Emergency investigation and debrief process.

4.3 Emergency Responses

Queensland Rail is responsible for the overall coordination and management of the response to a Network Incident or other Emergency (**Network Emergency**) (including notifying all relevant Emergency Services) so that Recovery and Restoration are effected as soon as practicable. For clarity, the Operator must comply with all reasonable directions given by Queensland Rail during the Recovery and Restoration phase of a Network Emergency.

Where required, the ~~Operator must appoint a controller (Operator's Controller), who~~ will work in collaboration with the Queensland Rail Commander to manage the onsite Network Emergency response.

Without limiting the terms of the Operator's Access Agreement, the Operator must:

- (a) ensure the timely Recovery in accordance with the Operator's Emergency Management Plan; and
- (b) assist Queensland Rail with Recovery and Restoration.

During Recovery and Restoration, the Operator and Queensland Rail must do everything necessary to prevent or, if not preventable, minimise and mitigate, any potential or actual damage or injury to persons, property or the environment or delays to the recommencement of Train Movements.

4.4 Investigation of Notifiable Occurrences

4.4.1 Establishment of Joint Investigation Protocols between Queensland Rail and Operators

Queensland Rail and Operators are required to report Category A and Category B Notifiable Occurrences and their ~~categorisation~~classification types. The ~~categorisation~~classification of an occurrence will dictate the level of investigation and response required by the Operator and/or Queensland Rail.

The Chief Executive of the ~~Department of Transport and Main Roads~~DTMR (the Rail Safety Regulator (**RSR**)) will advise Queensland Rail and the Operator of requirements for ~~investigation~~investigations and reports into Notifiable Occurrences, specifically Category A occurrences.

Category A Notifiable Occurrence (Detailed Investigation)

- (a) Detailed ~~investigation~~Investigations into Category A Notifiable Occurrences may be undertaken jointly by Queensland Rail and the Operator.

- (b) ~~The lead agent in the investigation, either~~ Queensland Rail ~~will initiate the investigation by or~~ the ~~issue of an~~ Operator, ~~will develop the~~ Instrument of Appointment (IOA) which will specify the lead agent and lead investigator. ~~The Operator will be consulted in the development of~~
- (a)(c) ~~The lead agent is to consult with the other party prior to developing~~ the IOA, which will include the Terms of Reference (ToR) relevant to the scope of the investigation and investigation outcomes, investigation ~~timeliness~~ ~~timeframes~~ and the make-up of the investigation team.
- (b)(d) The commencement and conduct of the investigation must not be delayed while awaiting provision of the IOA.
- (e) A ~~detailed investigation~~ Detailed Investigation will be commenced as soon as possible following a Category A Notifiable Occurrence.
- (e)(f) The parties will ensure the incident site of the Notifiable Occurrence remains undisturbed, except as required to make the site safe, and until the arrival on site of Queensland Rail ~~Associates and Operator~~ investigators.
- (d)(g) Queensland Rail and the Operator are required to preserve evidence and share information relevant to Notifiable Occurrences in accordance with the Law and this ORM.
- (e)(h) Queensland Rail and the Operator will have a representative and investigators at the site of the Notifiable Occurrence within four (4) hours, or as soon as practicable, after notification to Queensland Rail of the Notifiable Occurrence.
- (f)(i) If it is determined that Queensland Rail will be the lead agent for a joint ~~detailed investigation~~ Detailed Investigation, the conduct of the investigation will be in accordance with the requirements of the Queensland Rail *Detailed Investigation Business Instruction* and the *Joint Investigation Protocols*.
- (g)(j) These documents, including any updated versions, will be provided to the Operator ~~en~~ via the Queensland Rail customer portal.
- (h)(k) When the Operator is the lead agent for a joint ~~detailed investigation~~ Detailed Investigation, the Operator's investigation process will apply, subject to the requirements of the Access Agreement and the ORM.
- (i)(l) Where the RSR requests the final ~~detailed investigation~~ Detailed Investigation report of a Category A Notifiable Occurrence, the report will be provided to the RSR within the required timeframes, or as negotiated with the RSR by the lead agent.
- (j)(m) Queensland Rail and the Operator may conduct ~~detailed investigations~~ Detailed Investigations without being required by the RSR to do so. In those instances, unless specifically requested later, the RSR will not be supplied with a copy of the investigation report.

~~(k)(n)~~ The nominated lead agent will provide a copy of the final investigation report into the Notifiable Occurrence to the other party within a reasonable time after it has been ~~prepared~~finalised.

~~(l)(o)~~ Queensland Rail and the Operator will co-operate in the implementation of all recommendations reasonably made, as part of an investigation report.

Category B Notifiable Occurrences (Routine Investigations)

~~(a)~~ Routine ~~investigations~~Investigations into Category B Notifiable Occurrences ~~will~~may be ~~initiated~~undertaken jointly by Queensland Rail ~~by way of issue of an Instrument of Appointment (and the Operator.~~

~~(b)~~ The lead agent in a Routine Investigation, either Queensland Rail or the Operator, will furnish the ~~IOA~~. The ~~IOA~~ which will specify the lead agent and the lead investigator.

~~(a)(c)~~ The lead agent is to consult with the other party prior to developing the ~~IOA, which is to~~ include the ~~Terms of Reference (ToR)~~, relevant to the scope of the investigation and investigation outcomes; ~~investigation timelines; timeframes,~~ and the make-up of the investigation team.

~~When the Operator is the lead agent, they will conduct the investigation in accordance with the Queensland Rail IOA and ToR, through the nominated lead investigator and team members.~~

~~(b)(d)~~ Commencement and conduct of the investigation must not be delayed while awaiting the provision of the IOA.

~~(e)(e)~~ The party nominated as the lead agent will provide the other party with a copy of ~~any~~ report produced as a result of a ~~routine investigation~~Routine Investigation into the Notifiable Occurrence.

~~(d)(f)~~ Queensland Rail and the Operator will ~~co-operate~~cooperate in the implementation of all reasonable recommendations made in the investigation report.

4.4.2 Membership of Investigating Teams for Category A and Category B investigations

~~(a)~~ The membership of the investigation team will be consistent with the provisions, principles and intent of the TRSA, which will include an appropriate response level to a Notifiable Occurrence that involves initiating the investigation process. ~~All~~

~~(e)(b)~~ In respect of Category A Detailed Investigations only, all outcomes, including the reporting of safety issues, risk control measures, systemic factors, findings, and any recommendations for action, are to be reported to the RSR.

~~(f)(c)~~ There is no requirement for Category B ~~investigation reports~~Routine Investigation Reports to be supplied to the RSR, unless specifically requested by the RSR.

- ~~(g)~~(d) Investigation teams will ensure an appropriate level of independence when conducting their investigations and, where practicable, will not include any persons directly involved in the relevant Notifiable Occurrence in any Recovery or Restoration process.
- ~~(h)~~—Where a joint investigation is conducted, Queensland Rail and the Operator will nominate at least one representative each and make reasonable efforts to ensure the members of the investigation team have the collective knowledge, skills, and expertise to address the range of operational, administrative, and infrastructure issues likely to be encountered and/or requiring action.
- ~~(i)~~(e) Queensland Rail and the Operator may agree to the inclusion of additional members in the investigation team for this purpose.
- ~~(j)~~(f) The lead investigator for ~~detailed investigations~~Detailed Investigations must have appropriate qualifications and/or skills and experience as an investigator in conducting high level, complex and serious safety investigations.

4.4.3 Terms of Reference for Investigations

- (a) The ToR issued by Queensland Rail for any investigation will be consistent with Queensland Rail's *Detailed Investigation Business Instruction* and ~~will~~Routine Investigation Business Instruction and must be relevant to the intended scope of the investigation requirements and outcomes.
- (b) The ToR issued by Queensland Rail for any investigation in accordance with this ~~section 4.4~~clause 4.44.4 will be relevant to the intended scope of the investigation and will be designed to determine the cause ~~or~~ causes(s) and contributing factors of the Notifiable Occurrence. ~~The ToR will stipulate what action(s) have been, or will be taken to prevent a recurrence, including minimising the opportunity for such recurrence.~~
- (c) The ToR will stipulate what action(s) have been, or will be, taken to prevent a recurrence, or to reduce the risk of such recurrence.
- (d) The ToR issued by Operators for any investigation will be consistent with the Operator's investigation processes and must be relevant to the intended scope of the investigation requirements and outcomes.
- ~~(e)~~(e) Additional ~~terms of reference~~or amended ToR may be added or deleted depending on the ongoing requirements of the investigation and the continuing relevance of the ToRs. This must be agreed to jointly by Queensland Rail and the Operator.

4.4.4 Providing resources to an Investigation

- (a) For ~~detailed~~Detailed and ~~routine investigations~~Routine Investigations, Queensland Rail and the Operator must provide appropriate personnel to assist in providing relevant expertise with respect to equipment and / or infrastructure, and the operation of that equipment and / or infrastructure.

- (b) ~~The Queensland Rail and the~~ Operator must also ~~co-operate~~cooperate in the provision of any assessment ~~requirement~~requirements for the investigation report in accordance with relevant legislative requirements.

4.4.5 **Sharing of Information and Evidence Relevant to an Investigation**

- (a) For ~~detailed~~Detailed and ~~routine investigations~~Routine Investigations, the Operator will provide evidence, supporting documentation and reports to Queensland Rail in a timely manner to ensure compliance with the relevant legislation, including (where relevant) RSR timeframes under the TRSA.

- ~~(b)~~ Reports and For Detailed and Routine Investigations, Queensland Rail will provide evidence, supporting documentation and reports to the Operator in a timely manner to ensure compliance with the relevant legislation, including (where relevant) RSR timeframes under the TRSA.

- ~~(b)(c)~~ Evidence, documentation, Detailed or Routine Investigation reports, and any visual images contained within those reports are to be handled in accordance with the confidentiality requirements under the relevant Access Agreement.

4.4.6 **Detailed Investigations**Investigation Reports

A copy of all final ~~detailed investigation~~Detailed Investigation reports will be supplied to Queensland Rail and the Operator. Each party will be responsible for consideration of, and action on, recommendations that are under the control of that party.

~~Queensland Rail~~The lead agent will send a copy of the final ~~detailed investigation~~Detailed Investigation Report for a Category A Notifiable Occurrence to the RSR on request.

4.4.7 **Routine Investigation Reports**

A copy of all final Routine Investigation reports will be supplied to Queensland Rail and the Operator. Each party will be responsible for considering and implementing any recommendations arising out of the Routine Investigation reports which are relevant to, and under the control of, that party.

The lead agent will send a copy of the final Routine Investigation report to the RSR on request.

4.4.78 **Inconsistencies/Disagreement**

Queensland Rail and the Operator will conduct investigations in accordance with ~~section~~this clause 44.4. However, to the extent of any inconsistency, actual or perceived, the provisions of the TRSA and its Regulations will apply.

In the event that agreement cannot be reached between Queensland Rail and the Operator about the cause or causes ~~of~~contributing to a Category A Notifiable Occurrence, or how the investigation is to be conducted, including who the lead agency will be, ~~Queensland Rail~~both parties will write to the RSR highlighting the differing opinions ~~and the RSR will then consult with~~

~~Queensland Rail and the Operator after the submission of their respective reports, with a view to establishing concurrence about the progress and outcome of the relevant investigation.~~

Separate investigation reports and/or submissions may be provided by Queensland Rail or the Operator to the RSR for its consideration in these circumstances.

5 Train Route Acceptance

The Operator must ensure that any Certification provided to Queensland Rail complies with the requirements set out in Queensland Rail's Train Route Acceptance Standard MD-10-170. Queensland Rail may take into account any matters referred to in this standard in deciding whether Queensland Rail is satisfied with any Certification provided to Queensland Rail by an Operator for the purpose of seeking Queensland Rail's authorisation of Rolling Stock or a Train Configuration.

6 Network Control and Network Planning

6.1 Responsibility for compliance

The Operator must ensure the Operator's Controller and the Operator's Train crew comply with this ~~paragraph~~clause 6.

6.2 Operator Requirements for Controller

- (a) The Operator must provide to Queensland Rail ~~Rail's~~ Train Control Centres (and keep current at all times) the details for the Operator's Controller, including that person's name, position and contact details. The contact details:
 - (i) must include primary mobile ~~and after hours contact details~~; and
 - (ii) must include additional alternative contact details to be used in circumstances where the Operator's Controller is not contactable via its primary mobile or after hours contact details.
- (b) The Operator must not operate Train Services unless Queensland Rail has current details for the Operator's Controller.
- (c) The Operator must ensure, and not operate Train Services unless, the Operator's Controller is:
 - (i) contactable by Queensland Rail Network Controllers at all times when any of the Operator's Trains are on the Network; ~~and~~
 - (ii) contactable at least 2 hours prior to any of the Operator's Trains entering the Network; and
 - (iii) able to fully comply with this section 6-clause 6.

6.3 Consultation between Queensland Rail Network Controller and the Operator's Train crew

- (a) The relevant Queensland Rail Network Controller and the Operator's Train crew must consult ~~and agree upon~~regarding the location of meal breaks and personal needs breaks for the Train crew.
- (b) If the Operator's Train crew requires relief from operating the Train, the Train crew must only request relief from the Operator's Controller.
- (c) Prior to a Train reaching its destination, the Operator's Controller must:
 - (i) determine whether the Train crew on the Train requires relief;
 - (ii) consult with the relevant Queensland Rail Network Controller to determine an appropriate time and location for relief;
 - (iii) arrange relief for the Train crew; and
 - (iv) advise the Train crew of the relief arrangements.
- (d) If members of an Operator's Train crew:
 - (i) are rostered on "change jobs";¹ or
 - (ii) need to change during a Train Service,
 then the ~~Train crew~~Operator's Controller must notify the relevant Queensland Rail Network Controller of this requirement prior to the Train entering the Network. The ~~Queensland Rail Network~~Operator's Controller must notify ~~the Train crew of~~and consult with Queensland Rail in relation to the time and location for that change.
- (e) If the Operator's Controller or the Train crew is unable to contact the other directly, a Queensland Rail Network Controller ~~may (but is not obliged to)~~will use reasonable endeavours to relay a message from one to the other.

6.4 Procedures for entering and exiting the Network

- (a) The Operator's Controller must notify the relevant Queensland Rail Network Controller of the anticipated departure time of the Operator's Train at least ~~two~~2 hours before the scheduled departure time of that Train. If the anticipated departure time changes, the Operator's Controller must, immediately on becoming aware of the change, notify the Queensland Rail Network Controller of the revised anticipated departure time.
- (b) The Operator's Train crew must notify the relevant Queensland Rail Network Controller when the Operator's Train is ready to enter the Network.

¹ A Train crew is rostered on "change jobs" where, for example, the Train crew of Train A (which is travelling from X to Z) swaps Trains with the Train crew of Train B (which is travelling from Z to X) at some appropriate point between X and Z, with the result that the relevant Train crews start and end their shifts at the same location.

- (c) Prior to the Train entering the Network, the Operator's Controller must give the Train crew:
 - (i) the scheduled times for that Train Service for that day; and
 - (ii) any Train Notices relevant to that Train Service.
- (d) The Operator must comply with the procedures for shunting, entering and exiting yards and any other terminating yard procedures provided to the Operator by Queensland Rail from time to time.

6.5 Network Control Radio Channel

- (a) Queensland Rail will make the Network Control Radio Channel Coverage Maps listed below available to the Operator on the Queensland Rail's website:
 - (i) ~~<https://portal.qr.com.au/Partners/RadioMaps/Radio%20Channels%20for%20hand%20portable%20Radios%20-%20Brisbane%20Suburban%20Area.pdf>~~;
 - (ii) ~~<https://portal.qr.com.au/Partners/RadioMaps/TCR%20System%20Southern%20Region.pdf>~~;
 - (iii) ~~<https://portal.qr.com.au/Partners/RadioMaps/TCR%20System%20Central%20Region.pdf>~~; and
 - (i) ~~<https://portal.qr.com.au/Partners/RadioMaps/TCR%20System%20Northern%20Region.pdf>~~ ~~<https://portal.qr.com.au/Partners/RadioMaps/Radio%20Channels%20for%20hand%20portable%20Radios%20-%20Brisbane%20Suburban%20Area.pdf>~~;
 - (ii) ~~<https://portal.qr.com.au/Partners/RadioMaps/TCR%20System%20Southern%20Region.pdf>~~;
 - (iii) ~~<https://portal.qr.com.au/Partners/RadioMaps/TCR%20System%20Central%20Region.pdf>~~; and
 - (iv) ~~<https://portal.qr.com.au/Partners/RadioMaps/TCR%20System%20Northern%20Region.pdf>~~.
- (b) For the purposes of the Operator ensuring that its Train drivers are contactable by Queensland Rail Network Controllers, the Operator must ensure that the relevant communications system used by its Train drivers complies with the relevant requirements set out in the relevant IRMP.
- (c) If there are any changes to the Network Control Radio Channel Coverage or the associated maps Queensland Rail will inform the Operator of the change as soon as reasonably possible.

6.6 Operator's notifications to Queensland Rail Network Controller

- (a) If the Operator's Controller or the Train crew become aware of any event or circumstance that may affect the performance of the Operator's Train, regardless of whether the Train has entered the Network, the Operator's Controller or the Train crew must notify the relevant Queensland Rail

Network Controller of the event or circumstance, including the following details:

- (i) the Train number;
 - (ii) the nature of the event or circumstance; and
 - (iii) the likely impact on the Train's performance.
- (b) At least 15 minutes prior to the departure of the Operator's Train, the Operator's Controller must:
- (i) provide the relevant Queensland Rail Network Controller with the following information:
 - (A) information regarding the Train crew, including planned relief locations and details of any mandatory breaks;
 - (B) any En Route Locomotive Provisioning requirements, but only if those requirements have previously been agreed in writing with Queensland Rail; and
 - (C) if the Train will be in Direct Traffic Control Territory, the start-up code² of the leading locomotive; ~~and~~
 - (ii) enter the following information about the Train (**Train List**) into Queensland Rail's nominated information system in accordance with any procedures specified by Queensland Rail from time to time:
 - (A) the Operator for the Train Service who is accredited under the TRSA;
 - (B) the Access Agreement under which the Train is operating;
 - (C) the identification number for the applicable ~~Train Route Acceptance~~-TRA or ~~Authority To Travel~~-ATT;
 - (D) the number of the Train;
 - (E) the origin of the Train;
 - (F) the ~~comparison~~Comparison Train ~~length~~Length in metres (including locomotives);
 - (G) the number of items of Rolling Stock in the Train;
 - (H) the gross mass of the Train in tonnes;
 - (I) the gross trailing load of the Train in tonnes; ~~and~~
 - (J) the motive power employed by the Train; and

² The start-up code for a locomotive that is subject to Direct Traffic Control is a unique code determined and allocated by Queensland Rail for the purposes of Direct Traffic Control.

- (K) the following information on each item of Rolling Stock in the Train (in the order in which the items of Rolling Stock will be placed, leading end first):
 - (1) the Rolling Stock classification;
 - (2) the Rolling Stock number;
 - (3) the Rolling Stock type (if a locomotive, whether hauling or otherwise);
 - (4) the gross mass of the Rolling Stock in tonnes;
 - (5) a description of the goods carried in the Rolling Stock (including any Dangerous Goods) by class and location on the Train;
 - (6) the destination of each item of Rolling Stock; and
 - (7) any known issues or defects, for example Rolling Stock that is 'out-of-gauge' or that has had its brakes cut out.

- (c) If the Operator's Controller cannot comply with **paragraph (b)(b)(b)** because the nominated information system is not accessible by the Operator's Controller, then the Operator's Controller must:
 - (i) at least 15 minutes prior to the departure of the Operator's Train, notify the relevant Queensland Rail Network Controller of at least the following information:
 - (A) the Operator for the Train Service who is accredited under the TRSA;
 - (B) the Access Agreement under which the Train is operating;
 - (C) the identification number for the applicable TRA or ATT;
 - (D) the number of the Train;
 - (E) the ~~comparison~~Comparison Train ~~length~~Length in metres (including locomotives);
 - (F) the gross trailing load of the Train in tonnes;
 - (G) the following information on each item of Rolling Stock in the Train (in the order in which the items of Rolling Stock will be placed, leading end first):
 - (1) the Rolling Stock classification; and
 - (2) the Rolling Stock number;
 - (H) any known issues or defects, for example Rolling Stock that is 'out-of-gauge' or that has had its brakes cut out; and
 - (I) details of any Dangerous Goods; and

- (ii) as soon as possible after the nominated information system becomes accessible by the Operator's Controller, enter the Train List for the relevant Train into Queensland Rail's nominated information system in accordance with any procedures specified by Queensland Rail from time to time.
- (d) If the mass, length or configuration of the Train alters during the course of a journey, the Operator's Controller must notify the relevant Queensland Rail Network Controller of the new mass, length and configuration. The Operator's Controller must ensure any changes in a Train List are updated in Queensland Rail's nominated information system in accordance with any procedures specified by Queensland Rail from time to time.

6.7 Provision of information by Queensland Rail Network Controller

- (a) If a Queensland Rail Network Controller becomes aware of any event or circumstance that will materially adversely affect the performance of the Operator's Train, the Queensland Rail Network Controller must notify the Operator's Controller of the event or circumstance, including the following details:
 - (i) the Train number;
 - (ii) the nature of the event or circumstance; and
 - (iii) the likely impact on the Train's performance.
- (b) The Queensland Rail Network Controllers located in Brisbane and Townsville must provide the Operator's Controller with a current ~~estimated time of arrival~~ETA, for each of the Operator's Train Services, at the relevant Operator's depot station or destination, as applicable, in that Queensland Rail Network Controller's relevant Network Control Region:
 - (i) every two hours; and
 - (ii) at additional points in time, when reasonably requested by the Operator or an Operator's Associate (including the Operator's Controller).
- (c) If, for whatever reason, the ETA of a Train Service varies by more than 20 minutes during a ~~two~~2 hourly interval between notifications given under ~~section clause 6.7(b)6.7(b)6.7(b)~~, the relevant Queensland Rail Network Controller must inform the Operator's Controller of the variation as soon as reasonably practicable.
- (d) Whenever reasonably requested by the Operator's Train crew or the Operator's Controller, the relevant Queensland Rail Network Controller must provide information to the Operator regarding events that will materially adversely impact on the performance of the Operator's Train to the extent that such information is known and available to the Queensland Rail Network Controller.

6.8 Network Control Centres

- (a) Queensland Rail will provide Network Control for the Operator's Trains through the Network Control Centres and Network Control Regions. A map showing the Network Control Centres and Network Control Regions can be viewed at:

<https://portal.qr.com.au/ResourceCentre/BusinessProcess/NetworkSystems/Maps%20%20Schema/Network%20Management/Network%20Information%20Booklet.pdf>

<https://portal.qr.com.au/ResourceCentre/BusinessProcess/NetworkSystems/Maps%20%20Schema/Network%20Management/Network%20Information%20Booklet.pdf>

- (b) Queensland Rail must notify the Operator of any changes to the online documents or the location of any of the Network Control Centres and/or Network Control Regions.

6.9 Network Interface Points between Aurizon and Queensland Rail

- (a) A map showing the Network interface points between the Aurizon and the Queensland Rail networks can be viewed at:

<https://portal.qr.com.au/ResourceCentre/BusinessProcess/NetworkSystems/Maps%20%20Schema/Network%20Management/Network%20Information%20Booklet.pdf>

<https://portal.qr.com.au/ResourceCentre/BusinessProcess/NetworkSystems/Maps%20%20Schema/Network%20Management/Network%20Information%20Booklet.pdf>

- (b) Queensland Rail must notify the Operator of any changes to the online documents or Network Interface Points.

6.10 Network Control Boards - Rail Centre 1 Network Control Centre and Townsville Network Control Centre

6.10.1 Train Operations, Traffic Management or Incident Management

Enquiries by Operators regarding ~~train~~Train operations, traffic management or Network Incident management in relation to line sections referred to in clause 6.8 that are controlled by Rail Centre 1 Network Control Centre must be directed to:

Business Operations Shift Supervisor Brisbane

Queensland Rail, GPO Box 1492, Brisbane Qld 4001

Phone: 81-1662 (Rail)

External: (07) 3072 1662

Emergency Mobile Contact: 0409 499 829

Enquiries by Operators regarding ~~train~~Train operations, traffic management or Network Incident management in relation to line sections that are controlled by Townsville Network Control Centre must be directed to:

Regional Transit Manager Townsville

Phone: (07) 4772 8207

Emergency Mobile Contact: 0428 878 545

6.10.2 Scheduling & Infrastructure Planning

Scheduling and infrastructure planning requirements for line sections [referred to in clause 6.8](#) that are controlled by Rail Centre 1 Network Control Centre or Townsville Network Control Centre are set out in the following documents:

- (a) Master Train Plan Protocols MD-11-945;
- (b) Daily Train Plan Protocols MD-11-947; and
- (c) Possession Planning Protocols MD-11-038.

The Operator must comply with the above documents.

Enquiries by Operators regarding scheduling or infrastructure planning in relation to line sections that are controlled by Rail Centre 1 Network Control Centre must be directed to:

Manager Business Operations South

Supply Chain South,

Queensland Rail, GPO Box 1492, Brisbane Qld 4001

Phone: (07) 3072 5076

Enquiries by Operators regarding scheduling or infrastructure planning in relation to line sections [referred to in clause 6.8](#) that are controlled by Townsville Network Control Centre must be directed to:

Manager Business Operations

Supply Chain South

Queensland Rail, GPO Box 1492, Brisbane Qld 4001

Phone: (07) 3072 5076

and

Regional Manager Strategic Planning

Supply Chain North

Townsville Station, Flinders Street

Phone: (07) 47 728 324

6.11 Network Control Boards – Mayne Network Control Centre

6.11.1 Train Operations, Traffic Management or Incident Management

Enquiries by ~~Operator~~Operators regarding ~~train~~Train operations, traffic management or Network Incident management in relation to line sections referred to in clause 6.8 that are controlled by Mayne Network Control Centre should be directed to:

Network Control Train Control Supervisor, Mayne

Phone: (07) 3606 5970

Emergency Mobile Contact: 0408 703 227

6.11.2 Scheduling

Scheduling requirements for line sections referred to in clause 6.8 that are controlled by Mayne Network Control Centre are described in the following documents:

- (a) Master Train Plan Protocols MD-11-945; and
- (b) Daily Train Plan Protocols NA-PRO-002.MD-11-947.

The Operator must comply with the above documents.

Enquiries by Operators regarding scheduling in relation to line sections referred to in clause 6.8 that are controlled by Mayne Network Control Centre must be directed to:

- (c) for scheduling enquiries relating to MTPs, DTPs and infrastructure maintenance:

Manager, Operations Planning

Queensland Rail, GPO Box 1492, Brisbane Qld 4001

Phone: (07) 3072 0196

- (d) for all other scheduling enquiries:

Manager, Business Operations South Network,

Supply Chain South

Queensland Rail, GPO Box 1492, Brisbane Qld 4001

Phone: (07) 3072 0196 or (07) 3072 5076

7 Communication

7.1 Safety Notices

7.1.1 Safety Alerts

If, in Queensland Rail's reasonable opinion, a safety Incident has or may occur that affects, or may affect, Queensland Rail or any Operator, then Queensland

Rail ~~may~~**must** give the relevant Operator(s) notice of that ~~incident~~**Incident (Safety Alert)**.

A Safety Alert will provide details of the relevant safety Incident and indicate any requirements that must be complied with by the Operator(s).

On receipt of a Safety Alert, the Operator must ensure that all relevant Operator's Associates are made aware of the contents of the Safety Alert.

7.1.2 Weekly Notices

Queensland Rail gives Weekly Notices to its employees. Amongst the information set out in those Weekly Notices is information about permanent or temporary changes to safety requirements (including information relevant to safety Incidents~~-~~). Such a change is published in a Weekly Notice prior to the date on which the change takes effect.

However, if Queensland Rail is not issuing a Weekly Notice prior to a time when Queensland Rail considers that a relevant change needs to take effect, then Queensland Rail will include that change in the relevant Train Notice(s) (as required under **section clause 7.1.3** below) and will subsequently publish the change in the next Weekly Notice.

On the same day that a Weekly Notice is given to Queensland Rail's employees, Queensland Rail will also make available to the Operator an abridged Weekly Notice that extracts information about permanent or temporary changes to safety requirements (including information relevant to safety matters).

The Operator must ensure that each Operator's Associate is aware of, and complies with, the information in each abridged Weekly Notice relevant to that Operator's Associate's responsibilities and activities.

7.1.3 Train Notices

Queensland Rail may issue operational and safety instructions, information, requirements and messages to Operators (**Train Notices**). ~~-Typically,~~ Train Notices will be issued daily, but can be issued as determined by Queensland Rail.

The Operator must ensure, ~~as far as is reasonably practicable,~~ that each Operator's Associate is aware of, and complies with, the information in each Train Notice relevant to that Operator's Associate's responsibilities and activities.

7.2 Document Control Procedures

(a) Each Operator must notify Queensland Rail of the name, position and contact details for the Operator's Associate who, on behalf of the Operator, is responsible for document control in connection with the Operator's Access Agreement.

(b) Queensland Rail must notify each Operator of the name, position and contact details for Queensland Rail's Associate who, on behalf of

Queensland Rail, is responsible for document control in connection with each Operator's Access Agreement.

~~(b)~~(c) The Operator must ensure the ongoing distribution of this document, and all documents referred to in this document, to the relevant Operator's Associates.

(d) Upon execution of each Access Agreement, Queensland Rail will issue to the Operator one electronic copy of each of the Safeworking Procedures and Safety Standards documents which Queensland Rail holds copies of. To the extent that Queensland Rail is aware of other Safety Standards documents which apply to an Operator's use of Queensland Rail's network, Queensland Rail will make the Operator aware of those documents. Queensland Rail will manage and distribute updates and revisions of these documents in accordance with AS/NZS 4292.1 Rail Safety Management provisions applying to document control.

(e) Updates and revisions of the Queensland Rail Emergency Procedures, Queensland Rail's Investigation Procedures and Queensland Rail's Planning Protocols listed in **clause 6.10.2**, will be managed in the same way.

The Operator will be responsible for ongoing distribution of all documents to the relevant members of the Operator's Staff.

7.3 Cooperation between Parties

7.3.1 Operational Meetings

Each Operator must notify Queensland Rail of the name, position and contact details of the Operator's Associate who, on behalf of the Operator, will be the Operator's representative for operational meetings.

The Queensland Rail representative for an operational meeting is either or both of the following persons, as applicable:

(a) GM Customer Service South

Ph: (07) 3072 7679

Fax: (07) 3235 7634

(b) GM Customer Service North

Ph: (07) 4772 8872

Fax: (07) 4772 8495

The Operator's representative and Queensland Rail's representative for operational meetings are required to meet, at a time and place agreed between the Operator and Queensland Rail, for the purposes of:

(c) reviewing matters relating to Queensland Rail's performance and the performance of the Operator's Train Services to identify any remedial actions to prevent, minimise or mitigate any problems;

- (d) reviewing the reliability of the Operator's Trains and Queensland Rails Network;
- (e) reviewing any relevant Operational Constraints;
- (f) investigating or reviewing breaches of any relevant ~~safeworking procedures~~ Safeworking Procedures or ~~safety standards~~ Safety Standards (including those referred to in either the relevant IRMP or section clause 33 of this document); and
- (g) reviewing any other relevant operational matters in relation to the exercise of rights or compliance with obligations under the Operator's Access Agreement.

Either the Operator or Queensland Rail may, with the prior consent of the other (which consent is not to be unreasonably withheld), invite a guest to an operational meeting.

7.3.2 Contractual Meetings

The Operator must notify Queensland Rail of the name, position and contact details of the Operator's Associate who, on behalf of the Operator, will be the Operator's representative for contractual meetings.

The Queensland Rail representative for contractual meetings is:

General Manager Access Revenue

Ph: (07) 3072 3609

Fax: (07) 3072 8248

The Operator's representative and Queensland Rail's representative for contractual meetings are required to meet, at a time and place agreed between the Operator and Queensland Rail, for the purposes of discussing or reviewing commercial and contractual matters.

Either the Operator or Queensland Rail may, with the prior consent of the other (which consent is not to be unreasonably withheld), invite a guest to a contractual meeting.

7.4 Government Supported Infrastructure

The parts of the Network that are highlighted in red in Diagrams 1 and 2 below are supported by government funding.

Diagram 1:

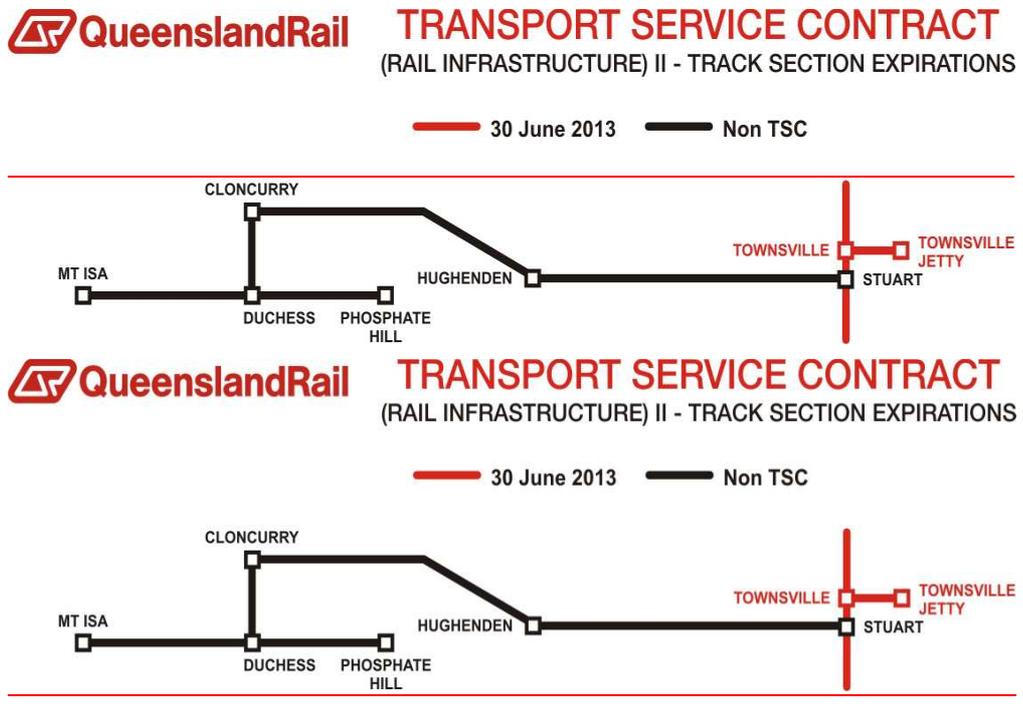
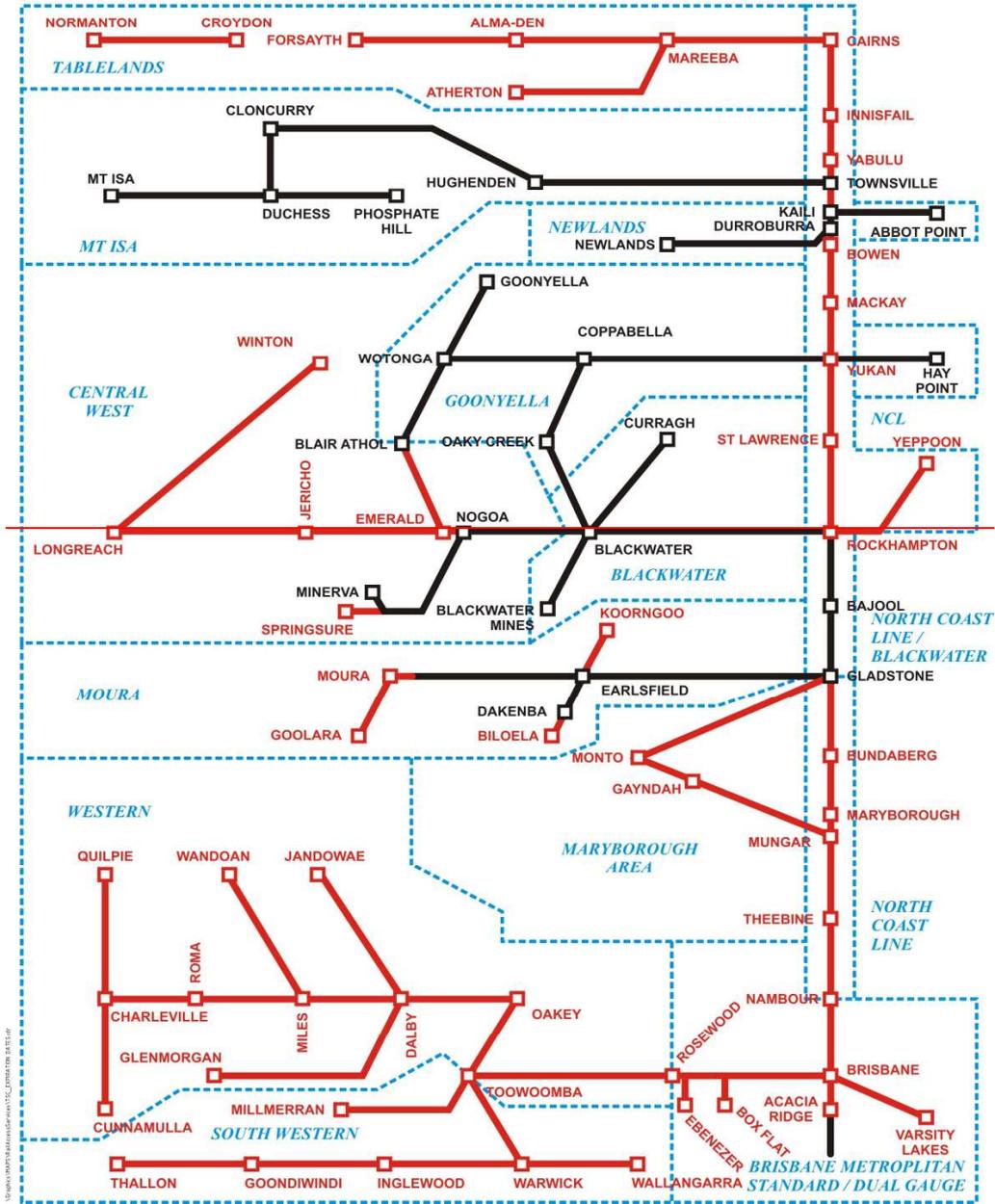


Diagram 2:

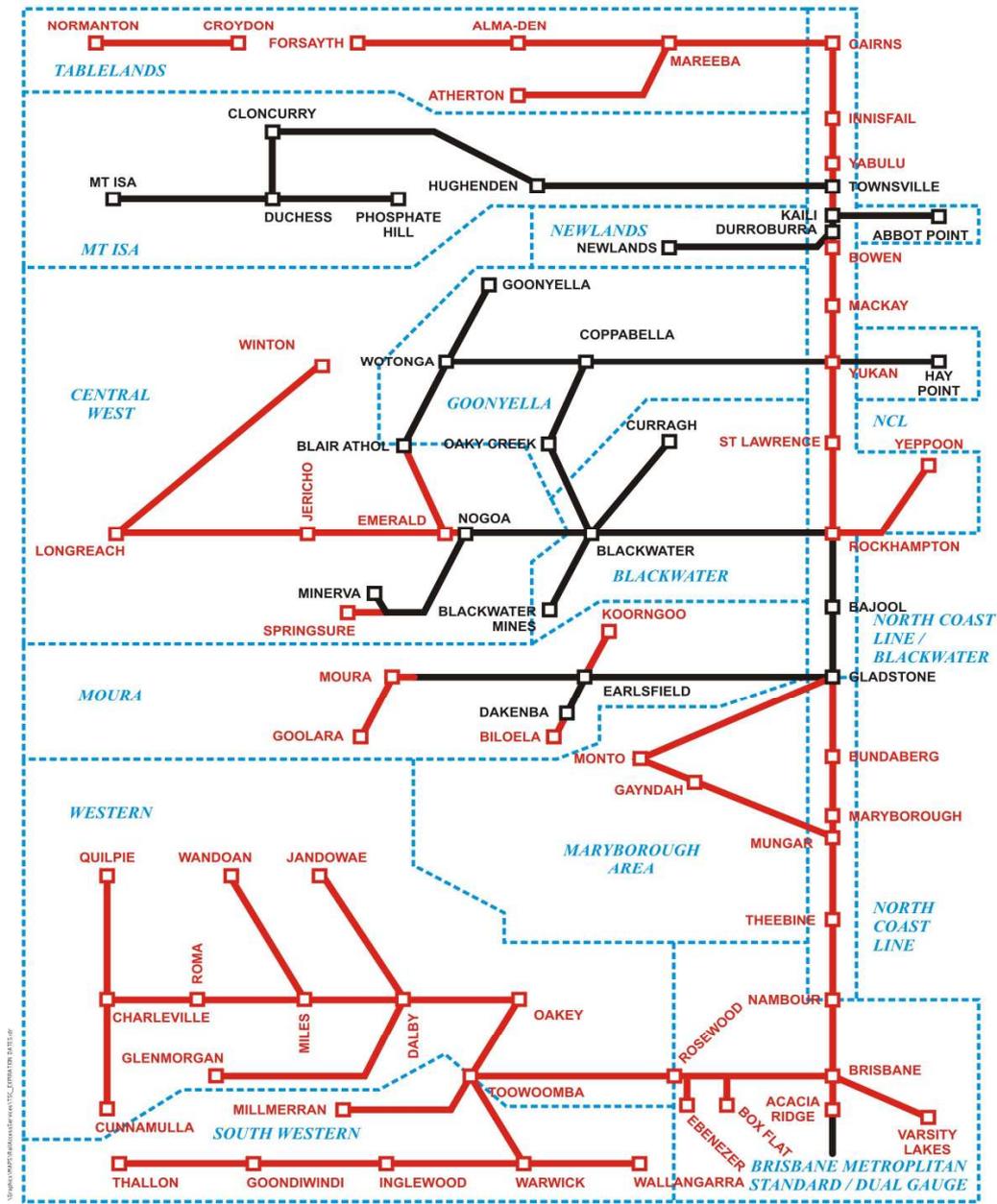
TRANSPORT SERVICE CONTRACT
(RAIL INFRASTRUCTURE) II - TRACK SECTION EXPIRATIONS

— 30 June 2013 — Non TSC



QueenslandRail **TRANSPORT SERVICE CONTRACT**
(RAIL INFRASTRUCTURE) II - TRACK SECTION EXPIRATIONS

— 30 June 2013 — Non TSC



8 Further information

If you would like further information on, or have queries regarding the information in, this manual, please contact the General Manager Access Revenue of Queensland Rail on (07) 3072 3609.

9 Glossary

9.1 Defined terms

Unless the context requires otherwise, terms used but not defined in this document shall have the meanings set out in the Standard Access Agreement.

Access Agreement	As defined in the Access -Undertaking.
ATT	Authority to Travel.
Baseline Environmental Data	Data or information pertaining to the environmental management status of, or ongoing environmental risk related to, a particular section of the Queensland Rail Network prior to the execution of an access agreement Access Agreement (e.g. historical contaminated land, air quality, water quality, noise or biosecurity/pest management data).
<u>Certification</u>	<u>Has the meaning given to that term in clause 7.9(a)(i) of the Standard Access Agreement</u>
Comparison Train Length	The calculated train Train length, for comparison with the loop length, to determine if the train Train can effectively utilise the loop to cross another train Train . It is defined as the static train length plus: <ul style="list-style-type: none"> • 2% of the static trainTrain length for train handling allowance; and • <u>125mm per vehicle for coupler and drawgear tolerances</u>. <u>or such other allowance as can be reasonably substantiated as a prudent allowance.</u>
Contamination	Contamination as defined by the <i>Environmental Protection Act 1994</i> (Qld) where such contamination is likely to cause or does cause material environmental harm, serious environmental harm or environmental nuisance as those terms are defined in the <i>Environmental Protection Act 1994</i> (Qld).
Direct Traffic Control Territory	That part of the Network for which Direct Traffic Control – MD-10-113 applies as set out in Operational Route Manual – MD-10-533.
DTMR	Queensland Department of Transport and Main Roads.
DTP	Daily Train Plan.
Emergency	An actual or impending situation that may cause injury,

	<p>loss of life, the destruction of property, harm to the environment, or cause the interference, loss or disruption of an organisation's normal business operations, to such an extent that it poses a threat.</p> <p>A plan (including any amendments from time to time) developed and maintained by Queensland Rail or the Operator which:</p> <ul style="list-style-type: none"> (a) details procedures that are adequate to manage an Emergency, including all actions to be taken to prevent, minimise or mitigate any threat or danger to any person, property or the environment including: <ul style="list-style-type: none"> (i) the matters outlined in this document that are relevant to the management of Emergencies; and (ii) any matters otherwise referred to in the Access Agreement for inclusion in a plan that details procedures to manage an Emergency (whether or not referred to as an Emergency Management Plan); (b) is, at all times, compatible with the relevant Access Agreement and this document; and (c) is consistent with the degree of diligence, care, foresight, prudence and skill that would reasonably be expected from a competent, skilled and experienced person in the same type of undertaking in the same or similar circumstances.
Emergency Management Plan	
En Route Locomotive Provisioning	The provisioning of a Train on the Network.
Environmental Management System	A management system that addresses all environmental risks and ensures compliance with all environmental Laws.
ETA	Estimated Time of Arrival.
High Consequence Dangerous Goods	As defined in Table 1.4.1 of the 18th Revised Edition of the United Nations Recommendations on the Transport of Dangerous Goods - Model Regulations, 2013.

Interface Standards	Queensland Rail's minimum requirements or standards relating to the interface between a Train and the Network (including to maintain agreed operating parameters – for example, axle load) with which the applicable Rolling Stock and Train Configurations must comply in order to operate on the Network. This includes the Interface Standards (MD-10-194), unless otherwise agreed or specified by Queensland Rail <u>after reasonable consultation with the Operator</u> .
MTP	Master Train Plan.
Notifiable Occurrence	A notifiable occurrence as defined in the TRSA.
<u>Operating Plan</u>	<u>As defined in the Undertaking.</u>
Operator	Any person who holds, or uses any other person's, rights of access to any part of the Network in relation to Train services <u>Services</u> and any Accredited rail transport operator (as defined in the TRSA).
Operator's Controller	The person nominated by the Operator from time to time to perform Network Control duties on its behalf, including as set out in this ORM.
Recovery	The action to be taken in respect of any derailed, malfunctioning or immobilised Train for which the Operator is responsible for ensuring the prompt recommencement of Train Movements, including the subsequent retrieval of any such Train.
Restoration	The removal of any Obstruction, the rectification of any Network Incident and the prompt recommencement of Train Movements including all requisite repairs to the Network but excluding Recovery.
<u>Safety Standards</u>	<u>Means all standards relating to safety, including occupational health and safety, established in published guidelines, industry practice or Queensland Rail policies, and all standards relating to safety, including occupational health and safety, prescribed by Law.</u>
<u>Safeworking Procedures</u>	<u>Means the procedures and systems, including supporting communication systems, for the safe operation of Trains and protection of work sites on the Network.</u>
Security Sensitive Ammonium	As defined in the <i>Explosives Information Bulletin Number 53, 21 November 2008, Version 3</i> available at: <u>https://www.dnrm.qld.gov.au/mining/safety-and</u>

Nitrate	health/alerts-bulletins-search/alerts-bulletins/explosives/storage-req-security-sensitive-ammonium-nitrate-ssan https://www.dnrm.qld.gov.au/mining/safety-and-health/alerts-bulletins-search/alerts-bulletins/explosives/storage-req-security-sensitive-ammonium-nitrate-ssan
Standard Access Agreement	The pro forma access agreement attached to the Access Undertaking .
TPO	Track Protection Officer.
TRA	Train Route Acceptance.
Train Notice	A notice referred to in section clause 7.1.3 .
Weekly Notice	a Queensland Rail internal weekly communication to its employees published on its intranet.

9.2 Construction

Unless expressed to the contrary, in this document:

- (a) “includes” means includes without limitation, and “including” means including without limitation;
- (b) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced; and
 - (iii) this or any other document includes the document as varied or replaced; and
- (c) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.