

## Part 9: Connecting Private Infrastructure

### 9.1 Connecting Infrastructure

(a) If an Access Holder, Access Seeker, any Train Operator or any third party (whether seeking Access or not) proposes to construct and own Private Infrastructure which will connect to the Rail Infrastructure to allow an Access Seeker's or Access Holder's Train Services to enter or exit from the Rail Infrastructure, then following written notice from the Access Seeker, Access Holder, Train Operator or third party and provided that the following requirements are met:

- (i) the proposed Connecting Infrastructure will satisfy the minimum technical engineering and safety standards required by Aurizon Network for connection to the Rail Infrastructure (which standards must not be greater than the standards imposed by Aurizon Network on the Rail Infrastructure and which are relevant to the Train Services anticipated to use the connection);
- (ii) the proposed Connecting Infrastructure's construction will be to a standard appropriate to the nature of the traffic and the current service standards of the adjoining Rail Infrastructure (including any planned or anticipated Expansion);
- (iii) [Note: This is dealt with in SRCA] the Connecting Infrastructure will not, by virtue of its existence, reduce Capacity or supply chain capacity (other than as reasonably required for construction and maintenance); and
- (iv) the Connecting Infrastructure will be owned by Aurizon Network or, where Aurizon Network holds the Rail Infrastructure of which that Connecting Infrastructure will form a part under a lease, will be included under that lease as part of the leased infrastructure.

Aurizon Network and the Access Seeker or third party will, in good faith promptly negotiate:

- (v) a Rail Connection Agreement which, unless otherwise agreed, must be consistent with the Standard Rail Connection Agreement; and
- (vi) unless otherwise agreed, a construction agreement for the Connecting Infrastructure (under which Aurizon Network will construct the Connecting Infrastructure) and which is consistent with clause 6.4 of the Standard Rail Connection Agreement.

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**Deleted:** <#>subject to **clause 9.1(b)**, the Access Seeker pays to Aurizon Network:¶ <#>Aurizon Network's costs associated with the design, construction, project management, commissioning, and where applicable, operation, maintenance and renewal of the Connection Infrastructure and, if necessary, decommissioning the Connecting Infrastructure; and¶ <#>all other reasonable costs incurred by Aurizon Network in connection with the Connecting Infrastructure;¶

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**Deleted:** <#>Aurizon Network and the Access Seeker have entered into a Rail Connection Agreement which, unless otherwise agreed by Aurizon Network and the Access Seeker, must be consistent with the Standard Rail Connection Agreement;¶ but neither the Private Infrastructure nor any Connecting Infrastructure is required to be of a standard or to be of any condition which exceeds the standards and condition of any relevant Rail Infrastructure (including any planned or anticipated Expansion); and

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- (b) If Aurizon Network considers that, in accordance with this clause, it is not obliged to negotiate with an Access Seeker or third party it must give the QCA and that Access Seeker or third party written reasons.
- (c) If within ~~[insert]~~ days of a written notice given the parties to a negotiation referred to in **clause 9.1(a)** can not agree on the terms of the Rail Connection Agreement and (if applicable) construction agreement either party may refer the matter to an expert in accordance with **clause 11.4.1** for resolution. The determination of the expert will be binding on Aurizon Network and the Access Seeker or third party (as the case may be).
- (d) If Aurizon Network proposes to modify its Rail Infrastructure, System Operating Rules, System Rules or Operating Plan in such a way that may require a change to Private Infrastructure which has been connected to the Rail Infrastructure (or the operation of that Private Infrastructure), Aurizon Network will reasonably consult with the Private Infrastructure owner and (acting in good faith) consider any comments that the Private Infrastructure owner may have with a view to Aurizon Network effecting a change which is practical for both Aurizon Network and the Private Infrastructure owner.
- (e) Aurizon Network must pay any reasonable costs incurred by an Access Holder, Access Seeker, Train Operator or third party referred to in clause 9.1(a) to the extent they suffer loss (excluding Consequential Loss) as a result of a delay or failure by Aurizon Network to enter into an agreement referred to in clause 9.1(a) contrary to clause 9.1(a).

**Deleted:** <#>to the extent that Aurizon Network's costs of operating, maintaining and renewing the Connecting Infrastructure are included in the cost build up for Reference Tariffs or are otherwise included in Access Charges for Train Services that enter or exit the Rail Infrastructure via the Connecting Infrastructure, then the costs payable to Aurizon Network under **clause 9.1(a)(vi)** will not include those amounts.¶

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