

Part 9: Connecting Private Infrastructure

9.1 Connecting Infrastructure

- (a) A person may propose to construct and own Private Infrastructure which will connect to the Rail Infrastructure in order to allow Trains operating on that Private Infrastructure to enter or exit from the Rail Infrastructure for the purpose of Access (**Private Infrastructure Owner**).
- (b) The Private Infrastructure Owner must give Aurizon Network a written proposal for the proposed connection to the Rail Infrastructure. The written proposal must provide reasonably sufficient details about the proposed connection to allow it to be properly assessed by Aurizon Network against the criteria in **clause 9.1(c)** and for development of a Rail Connection Agreement.
- (c) Aurizon Network will review the written proposal in a timely fashion and assess it to ensure that it meets the following criteria:
 - (i) Aurizon Network is satisfied, acting reasonably, that the proposed connection is for the purpose specified in **clause 9.1(a)**;
 - (ii) the proposed Connecting Infrastructure is to be constructed 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) the proposed connection will not adversely impact on safety; and
 - (iv) the proposed connection will not, by virtue after completion of its existence construction of the connection or any relevant Expansion, reduce Capacity or supply chain capacity; and
- (d) Connecting Infrastructure must 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, must be included under that lease as part of the leased infrastructure.
- (e) Where Aurizon Network (acting reasonably and in good faith) is satisfied that the criteria in **clause 9.1(c)** are or can be satisfied and **clause 9.1(d)** will-must be complied with, it will permit the connection of the Private Infrastructure to the Rail Infrastructure subject to:
 - (i) Aurizon Network and the Private Infrastructure Owner entering into a Rail Connection Agreement which, unless otherwise agreed by Aurizon Network and the Private Infrastructure Owner, must be consistent with the Standard Rail Connection Agreement. (However, 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);

- (ii) Aurizon Network gaining access, on terms reasonably acceptable to Aurizon Network (acting reasonably and in good faith), to the land necessary to construct, operate, use and maintain the Connecting Infrastructure; and
- (iii) Aurizon Network and the Private Infrastructure Owner or any other relevant person entering into any other agreements in relation to:
 - (A) the design, construction, project management or commissioning of the Connecting Infrastructure; or
 - (B) other works relating to the proposed connection, required under the Rail Connection Agreement or any Law.
- (f) If Aurizon Network:
 - (i) considers the requirements in **clause 9.1(c)** have not been satisfied; and
 - (ii) refuses to enter into a Connection Agreement,then Aurizon Network within two Business Days will notify the Private Infrastructure Owner providing reasonable details of why it considers the requirements have not been satisfied.
- (g) Unless otherwise agreed with the Private Infrastructure Owner, Aurizon Network will be responsible for designing, constructing, project managing and commissioning the Connecting Infrastructure.

9.2 Private Infrastructure

[Anglo note: this provision is designed to remove the concept of Customer Specific Branch Lines altogether. Any infrastructure constructed for only one user will be considered Private Infrastructure until the point that it connects to the Rail Infrastructure. It is envisaged that this provision will be accompanied by amendments to the Rail Connection Agreement as well]

- (a) If the Customer is unable to acquire the necessary interests in land to enable the construction of Private Infrastructure, then:
 - (i) Aurizon Network is required to co-operate with the Customer, Access Holder or Access Seeker to take all steps necessary to request and obtain the relevant Minister to agree to compulsorily acquire the land for the purpose of leasing to Aurizon Network under the provisions of the TIA; and
 - (ii) if the land is compulsorily acquired and leased to Aurizon Network under **clause 9.2(b)(i)**, Aurizon Network is required to sublease its interest in that land to the Customer, Access Holder or Access Seeker wishing to construct that Private Infrastructure.

- (b) Any action taken by Aurizon Network to comply with **clause 9.2(b)** may be charged to the relevant Customer, Access Holder or Access Seeker on a cost basis, and will not form either:
- (i) part of the Regulated Asset Base; or
 - (ii) part of Aurizon Network's Maximum Allowable Revenue.