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# PATRICK PORT BOTANY: RAIL TERMINAL ACCESS AND OPERATING PROTOCOL

## Date:

This document is the Terminal Access and Operating Protocol for the Patrick Rail Terminal at Port Botany. This Terminal Access and Operating Protocol sets out the procedure for an Applicant to request access to the Patrick Rail Terminal, the process for the determination of Rail Access Window requests and the process for the reallocation of Rail Access Windows. This Terminal Access and Operating Protocol also sets out the Eligibility Requirements to be demonstrated by an Applicant and the conditions of service for an Access Holder.

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## 1 Provision of Access and Rail Terminal Services

### 1.1 Services provided by Patrick

- (a) Patrick will provide to an Applicant who meets and satisfies the Eligibility Requirements and enters into an Access Agreement with Patrick for open and non-discriminatory Access to Rail Terminal Services in accordance with the Access Principles contained at Annexure A and any applicable Ministerial Direction.
- (b) Rail Terminal Services provided under an Access Agreement with an Access Holder will be provided for each Healthy Train operated by an Access Holder that presents in accordance with the Rail Access Windows allocated to that Access Holder (provided the Minimum Service Requirements are met) and Patrick will undertake the Patrick Loading and Unloading Services for such Trains.
- (c) Patrick will use its best endeavours to complete the Patrick Loading and Unloading Services for each Healthy Train operated by an Access Holder within the Rail Access Windows allocated to that Access Holder.

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## 2 Application for Access

### 2.1 Application Form and Access Agreement

An Applicant seeking Access to Rail Terminal Services must complete the Application Form contained at Annexure C of this Terminal Access and Operating Protocol.

### 2.2 Information to be provided by an Applicant

An Applicant seeking Access to Rail Terminal Services must provide the following information together with the Applicant's completed Application Form:

- (a) the particulars of the Applicant; and
- (b) evidence reasonably required by Patrick that the Applicant meets and satisfies the Eligibility Requirements.

### 2.3 Access Agreement

The grant to an Applicant of Access to Rail Terminal Services will be finalised by the execution by Patrick and that Applicant of an Access Agreement.

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### 3 Eligibility Requirements

The Applicant must demonstrate, to Patrick's reasonable satisfaction, that the Applicant:

- (a) is solvent;
- (b) is an Accredited Rail Operator;
- (c) has a legal ownership structure with a sufficient capital base and assets of value to meet the actual and potential liabilities under an Access Agreement;
- (d) is able to provide credit support, where required by Patrick;
- (e) has in place appropriate occupational health and safety standards and other standards required under, or that a prudent Accredited Rail Operator would have in place, including by reference to provisions contained in, the Rail Safety Act and Maritime Security Act and Customs Act;
- (f) has completed the Rail Site Induction, executed the Contractor HSE Agreement and Safety Interface Agreement;
- (g) has ensured that its Associates are aware of and comply with all applicable laws and all reasonable lawful directions and orders given by Patrick in accordance with the Access Agreement and Terminal Access and Operating Protocol, or any person authorised by law to give directions to the Access Holder; and
- (h) meets the Minimum Service Requirements.

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### 4 Minimum Service Requirements

#### 4.1 Train and Container Requirements

- (a) The Access Holder must ensure that:
  - (i) the Train does not exceed a maximum Rake length of 600m;
  - (ii) the Train can be divided into two equal Rakes each with a maximum length of 300m;
  - (iii) all Rakes are to be single stevedore destination consist, meaning that all inbound Containers must be destined for Patrick;
  - (iv) there are no manually operated pins within the Patrick Rail Terminal;
  - (v) all wagons must have:
    - (A) readable wagon numbers;
    - (B) fully operational automated twist-locks (pins); and
    - (C) active and operational RFIDs;
  - (vi) all refrigerated reefer containers must arrive and depart unplugged with cables stowed or secured for Top Lift handling;

- (vii) the Containers are International Standard Organisation (ISO) Top Lift containers only;
  - (viii) there is no cargo that is over dimensional or out of gauge;
  - (ix) there are no Unloadable Wagons;
  - (x) there are no Unserviceable Wagons;
  - (xi) there are no damaged Containers;
  - (xii) on arrival at the Patrick Rail Terminal the physical presentation of the Train is identical to the information provided in the BAPLIE Train Consist, including the front of the Rake and order of wagons aligned to stated direction of travel; and
  - (xiii) any other requirements related to Train or Container presentation at the Patrick Rail Terminal, as notified by Patrick from time to time are complied with.
- (b) Access Holder acknowledges and agrees that, subject to clause 7, Patrick will not service any damaged or leaking Containers and any damaged or leaking Containers will be left on the Train.
  - (c) Access Holder must ensure that the Containers and Train complies with all applicable laws and regulations (including, without limitation, the Health and Safety Law, the Dangerous Goods Law and the Rail Safety Act.

#### **4.2 Information Provision Requirements**

Access Holder must provide the following information to Patrick's Nominated Representative at least two (2) hours prior to the scheduled commencement of the relevant Rail Access Window:

- (a) the following Train specific information:
  - (i) a fully completed electronic BAPLIE Train Consist transmitted to Patrick through 1-Stop;
- (b) the following Container specific information:
  - (i) the PRA consistent with information provided in the BAPLIE Train Consist and received in an electronic form capable of being processed by 1-Stop, enabling the generation of an acceptance APERK message back to the originator; and
  - (ii) for Dangerous Goods, a MO41 Form transmitted to Patrick through 1-Stop and notification to the NSW Port Authority via Sydney's Integrated Ports System (ShIPS) in accordance with the NSW Port Authority's published Dangerous Goods Guidelines.

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## 5 Rail Access Windows

### 5.1 Patrick determines Rail Access Windows

- (a) Patrick will determine the Rail Access Windows to be allocated to each Access Holder in accordance with the Access Principles and the purpose set out at Annexure A.
- (b) Patrick will determine the Rail Access Windows to be allocated to each Access Holder having regard to:
  - (i) Available Capacity or capacity constraints in connection with the Rail Terminal Infrastructure;
  - (ii) Available Capacity or capacity constraints in connection with the provision of Patrick Loading and Unloading Services;
  - (iii) Rail Terminal Operational Constraints subsisting or reasonably anticipated by Patrick; and
  - (iv) such other circumstances prevailing or reasonably anticipated by Patrick at the time the Rail Access Windows are to be allocated.

### 5.2 Optimising capacity and efficiency

- (a) Patrick will provide sufficient Access to Rail Terminal Services to Access Holders with the object of optimising capacity and efficiency of the Rail Terminal Infrastructure, including catering for rail volumes, required frequency of services and receiving and loading empty Containers; and
- (b) Applicants should align their external rail paths with their requested Rail Access Windows identified in their Application Form for Access to Rail Terminal Services.
- (c) Patrick will work cooperatively with the rail infrastructure owners of any relevant section of the NSW rail network with the object of allocating Rail Access Windows to Access Holders in alignment with the rail paths or windows allocated to Access Holders in respect of any relevant section of the NSW rail network adjacent or in close proximity to the Rail Terminal Track, subject to:
  - (i) Rail Terminal Operational Constraints;
  - (ii) the legitimate business interests of Patrick in respect of the efficient and cost-effective management and operation of Patrick's overall operations; and
  - (iii) existing and reasonably anticipated rights of other Access Holders.

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## 6 Operations in the Patrick Rail Terminal

### 6.1 Management Control

- (a) Loading and unloading of Containers from Trains in the Patrick Rail Terminal will be undertaken by Patrick in accordance with the provisions of the Access Agreement.
- (b) Patrick will determine where the Access Holder will split the Rake and advise the Access Holder at the time of arrival.

- (c) Patrick may direct the Access Holder of required gaps or breaks in the Rake (including in the event that the loading equipment is out for maintenance) by notice as soon as reasonably practicable after Patrick becomes aware.
- (d) Patrick will determine the placement of the import Containers, including having regard to:
  - (i) the efficiency of Patrick's overall operations;
  - (ii) Container placement to minimise the need for re-pinning; and
  - (iii) the need to ensure that hazardous Containers will not be placed side by side and will be placed in accordance with the approved code of practice for the storage and handling of Dangerous Goods.
- (e) Access Holder acknowledges that it cannot request specific Container positions on Rakes when loading.

## **6.2 Access Holder compliance with Patrick Systems**

Access Holders and each Access Holder's Associate must comply with the Patrick Systems at all times.

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## **7 Safety in the Patrick Rail Terminal**

- (a) Access Holder and each Access Holder's Associate must complete the Rail Site Induction prior to Access to the Patrick Rail Terminal and refresher training every two (2) years unless refresher training is required earlier as determined by Patrick in its discretion.
- (b) Access Holders must ensure that they have completed all the usual departure checks in accordance with the Access Holder Systems, including checking twist-locks are engaged and ensuring that all Containers are correctly seated on all four corners.
- (c) Access Holders must immediately report to Patrick all incidents involving damage or injury to any property or person or any hazard or potential hazard identified by the Access Holder or any of its Associates at or near the Patrick Rail Terminal. The Access Holder must promptly complete an incident statement detailing what occurred and was observed (a copy of which must be provided to Patrick within five (5) Business Days) and must thereafter co-operate and make itself or its Associates reasonably available for subsequent investigations into such matters.
- (d) If, in Patrick's reasonable opinion, the provision of the Rail Terminal Services is (or could be) unsafe for any reason or the Container or Train does not comply with applicable laws and regulations (including, without limitation, the Health and Safety Law, the Dangerous Goods Law and the Rail Safety Act) or the Container is unsuitable to be handled using the equipment and operating procedures normally used by Patrick in providing Rail Terminal Services, Patrick may:
  - (i) refuse to provide the Rail Terminal Services or Patrick Loading and Unloading Services;
  - (ii) take measures it considers to be reasonably practicable at the Access Holder's risk and expense in order to cause the Container or Train and / or the Rail Terminal Services and Patrick Loading and Unloading Services as

applicable to comply with all applicable laws and regulations or suitability requirements for handling by Patrick; and / or

- (iii) store or deal with the Container at the Access Holder's risk and expense until the Access Holder has made suitable arrangements (in Patrick's reasonable opinion) for its collection or removal.

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## 8 Rail Access Window Utilisation

### 8.1 Rail Access Window Utilisation review

- (a) Patrick is seeking to maximise utilisation of Rail Access Windows and efficiency in the operation of the Patrick Rail Terminal.
- (b) Access Holder acknowledges that Patrick has the discretion to reallocate that Rail Access Window in pursuance of the objective in clause 8.1(a), including where utilisation of an allocated Rail Access Window falls below the Benchmark Level of Use, where there is legitimate alternative demand from an Applicant.
- (c) Where Patrick determines to reallocate a Rail Access Window under this clause 8.1, Patrick will provide 1 month's notice to the Existing Access Holder.
- (d) The **Benchmark Level of Use** means, in relation to an Access Holder to whom Patrick has allocated a Rail Access Window, Window Utilisation at a level equal to or greater than the Applicable Percentage over the preceding twelve (12) month period.
- (e) The Applicable Percentage is subject to review by Patrick. Access Holders acknowledge that the Applicable Percentage may be amended by Patrick following Patrick's review of the Applicable Percentage by giving at least one (1) months' notice.

### 8.2 Request for Window below Benchmark Level of Use

- (a) In the event that Patrick receives an application from an Applicant (**New Applicant**) for a Rail Access Window already allocated to an Access Holder (**Existing Access Holder**) or for Rail Access Windows during the period the New Applicant is seeking access that do not meet the Benchmark Level of Use, the process in this clause 8.2 will apply.
- (b) Patrick will make a determination whether to withdraw the Rail Access Window allocated to the Existing Access Holder and/or allocate the Rail Access Window to the New Applicant having regard to:
  - (i) the Rail Access Window Allocation Objective;
  - (ii) any or each written submission made to Patrick pursuant to clause 8.2(d);
  - (iii) the reasonably anticipated Window Utilisation of the requested Rail Access Window by the New Applicant, when compared to the reasonably anticipated utilisation of the requested Rail Access Window by the Existing Access Holder (if applicable);
  - (iv) such other circumstances prevailing or reasonably anticipated by Patrick at that time,

(the **Determination**).

- (c) The **Rail Access Window Allocation Objective** means, in the circumstance where Window Utilisation of a Rail Access Window allocated to that Access Holder falls below the Benchmark Level of Use, the objective of:
  - (i) minimising the unused capacity at the Patrick Rail Terminal created by that circumstance; and
  - (ii) maximising throughput of Containers at, and efficiency in the operation of, the Patrick Rail Terminal, without additional cost to, or operational inefficiencies being imposed upon, Patrick or Access Holders.
- (d) For the purpose of making a Determination pursuant to clause 8.2(b), Patrick will invite each of the New Applicant and the Existing Access Holder (if applicable) to make a written submission to Patrick.

### **8.3 Determination by Patrick**

- (a) The Determination made by Patrick in accordance with Clause 8.2 will be notified in writing to the Applicant and the Existing Access Holder.
- (b) The notification to the Access Seeker and the Existing Access Holder will outline the process for review of Patrick's Determination in the event that the New Applicant or Existing Access Holder is aggrieved by the Determination.
- (c) In the event that the Rail Access Window allocated to the Existing Access Holder is to be withdrawn:
  - (i) Patrick shall give the Existing Access Holder not less than one (1) months' written notice of the withdrawal; and
  - (ii) upon expiration of that period of notice, the Rail Access Window allocated by Patrick to the Existing Access Holder shall be adjusted accordingly.

### **8.4 Rail Throughput Maximisation**

Patrick and the Access Holder will co-operate to identify, implement and maintain procedures and processes that are designed to drive operational efficiencies and maximise throughput of the Patrick Rail Terminal.

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## **9 Amendments**

- (a) Subject to the terms of any Access Agreement with the Access Holder, Patrick may amend this Terminal Access and Operating Protocol from time to time.
- (b) Patrick will publish any varied Terminal Access and Operating Protocol on the Patrick website at least (1) month prior to any varied Terminal Access and Operating Protocol coming into effect.

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## 10 Definitions

### 10.1 Terms defined in the Access Agreement

- (a) Unless the contrary intention appears, a word or expression which has a defined meaning in the Access Agreement has the same meaning when used in this Schedule.
- (b) If there is any inconsistency between a provision of this Schedule and any provision of an Access Agreement, the provision of the Access Agreement prevails.

### 10.2 Defined terms

**Access** means a right to access Rail Terminal Services for the purpose of the carriage of freight by rail by an Access Holder:

- (a) from the Commencement Point to the Patrick Rail Terminal and to the End Point; and
- (b) from the Patrick Rail Terminal and the End Point to the Commencement Point.

**Access Agreement** means a contract under and by which Patrick grants to an Applicant who meets and satisfies the Eligibility Requirements, Access to Rail Terminal Services.

**Access Holder** means an Applicant:

- (a) who meets and satisfies the Eligibility Requirements; and
- (b) who is granted Access to Rail Terminal Services by Patrick and enters into an Access Agreement with Patrick (referred to in the Access Agreement as an Access Holder).

**Access Holder Systems** means the comprehensive policies, procedures and systems in relation to compliance with and management of the Access Holder's various obligations under the Health and Safety Law, the Dangerous Goods Law and the Environmental Laws (and all other applicable laws and regulations).

**Access Principles** are the principles of open access to the Rail Terminal Services as set out in Annexure A.

**Access Proposal** means a written proposal made by an Applicant to Patrick for Access to Rail Terminal Services.

**Accredited Rail Operator** means a person accredited as an operator as defined in the Rail Safety Act.

**APERK** means the response message sent back to the Access Holder accepting the PRA or rejecting the PRA, if in error.

**Applicable Percentage** means 30% (subject to review by Patrick).

**Applicant** means an Accredited Rail Operator who submits to Patrick an Access Proposal.

**Application Form** means the form contained at Annexure C of this Rail Access and Operating Protocol.



**Associate** means the Access Holder's employees, officers, servants, agents, invitees, subcontractors, customers and Related Body Corporate.

**Available Capacity** means the capacity of the Rail Terminal Infrastructure available for the provision of Rail Terminal Services at the time of an application for Access by an Applicant.

**BAPLIE Train Consist** means the business rules and structure elements associated with the UNEDIFACT BAPLIE document available from the 1-Stop website.

**Benchmark Level of Use** has the meaning given in clause 8.1(d).

**Business Day** means a day that is not a Saturday, Sunday, Closed Port Day or public holiday in Sydney, New South Wales.

**Closed Port Day** means any days which the relevant port authority or port operator designates as closed port days including, but not limited to, Christmas Day, Good Friday, Anzac Day, Labour Day and Maritime Union of Australia Picnic Day.

**Commencement Point** means that point of the Rail Terminal Track as identified on the plan in **Annexure B**.

**Container** means a standard ISO shipping container unit used for storage and transport purposes in the shipping industry.

**Contractor HSE Agreement** means the Patrick Contractor Health, Safety & Environment (HSE) Agreement to be entered into by the Access Holder.

**Customs Act** means the *Customs Act 1901* (Cth).

**Dangerous Goods** means dangerous goods as defined in the International Maritime Dangerous Goods (IMDG) Code or the Australian Dangerous Goods Code (7th Edition) and any goods / cargo which are or which may become dangerous, volatile, explosive, flammable or offensive or which are or may become harmful to any person, property or the environment.

**Dangerous Goods Law** means, insofar as it applies to the Jurisdiction, any law or regulation relating to the carriage or storage of Dangerous Goods or hazardous substances.

**Eligibility Requirements** means each of the requirements set out in clause 3.

**End Point** means that point of the Rail Terminal Track as identified on the plan in **Annexure B**.

**Health and Safety Law** means, insofar as it applies to the Jurisdiction, any law or regulation relating to workplace health and safety including the SOLAS Requirements.

**Healthy Train** means a Train that presents at the Commencement Point at the time (or materially close to time) of commencement of the applicable Rail Access Window allocated by Patrick to the Access Holder operating or otherwise responsible for that Train and that is configured with a locomotive and number of wagons carrying a number of Containers consistent with that Rail Access Window.

**High Deck Wagon** means a wagon which exceeds the maximum permissible height accepted on the network when loaded with a 9'6 container.

**Jurisdiction** means New South Wales.

**Maritime Security Act** means the *Maritime Transport and Offshore Facilities Security Act 2003* (Cth).

**Minimum Service Requirements** means each of the requirements set out in clause 4.

**Ministerial Direction** means a Minister's Direction under clause 18W(1) of Part 2B of the *Ports and Maritime Administration Regulation 2007* (NSW) issued to Patrick Stevedores Operations No 2 Pty Ltd as in force from time to time.

**Patrick Loading and Unloading Services** means the services to be provided by Patrick to an Access Holder of and for the loading and unloading of Containers onto or from any Train on the Rail Terminal Track at or in close proximity to the End Point.

**Patrick Rail Terminal** means the rail terminal more particularly described on the plan in Annexure B.

**Patrick Systems** means the Rail Site Induction, all other policies and procedures applicable to the Patrick Rail Terminal, and all reasonable directions issued by Patrick including (without limitation) with respect to health and safety matters and drug and alcohol testing.

**Patrick's Nominated Representative** means *[insert contact details]*.

**PRA** means the Container pre-receival advice message which describes the characteristics of a Container prior to it arriving at the terminal.

**Rail Access Window** means a period:

- (a) commencing at the time allocated by Patrick to an Access Holder for a Train operated by that Access Holder to enter the Patrick Rail Terminal at the Commencement Point; and
- (b) ending at the time allocated by Patrick to that Access Holder for that Train to depart from the End Point and leave the Patrick Rail Terminal at the Commencement Point.

**Rail Safety Act** means the *Rail Safety (Adoption of National Law) Act 2012* (NSW).

**Rail Site Induction** means Patrick's online rail induction for the Patrick Rail Terminal.

**Rail Terminal Infrastructure** means the combination of the following:

- (a) the Rail Terminal Track; and
- (b) the associated track structures, train control system, signalling system, communications system and other equipment, installations and systems that form an integral part of the Rail Terminal Track,

but excludes the plant, equipment, systems and facilities by which Patrick provides the Patrick Loading and Unloading Services.

**Rail Terminal Operational Constraints** means, at a particular time or for a particular period, any event, situation or circumstance that restricts, limits, suspends, delays or constrains the ability of Patrick to provide Access to any Access Holder, including (but without limitation):

- (a) allocation to other Access Holders of all Rail Access Windows available at that time or in that period;

- (b) any suspension or reduction in the rate of operation and provision of Patrick Loading and Unloading Services;
- (c) any occurrence or incident in respect of any Unhealthy Train within the Patrick Rail Terminal; or
- (d) any act, omission or other conduct of, or in connection with, an Access Holder in respect of a Train while positioned or travelling within the Patrick Rail Terminal.

**Rail Terminal Services** means the rail services provided by means of Rail Terminal Infrastructure, including opening the gate to allow the Access Holder to arrive a Train and closing the gate after the Access Holder departs the Train, but does not include the Patrick Loading and Unloading Services.

**Rail Terminal Track** means the railway track delineated and more particularly described on the plan in Annexure B.

**Rake** means the Train minus the locomotive and consists of the wagons only.

**Related Body Corporate** has the meaning given to it in the *Corporations Act 2001* (Cth).

**RFID** means Radio Frequency Identification Data.

**Safety Interface Agreement** means a safety interface agreement between Qube Logistics (Rail) Pty Ltd and for the Access Holder for the Patrick Rail Terminal.

**SOLAS Requirements** means any law or regulation introduced pursuant to the *Safety of Life at Sea (SOLAS) Convention* of the International Maritime Organisation.

**Top Lift** means Containers with appropriate corner casting enabling the Container to be lifted from the top surface.

**Train** means a unit or a combination of coupled units of rolling stock one of which must be a locomotive or other self-propelled unit which comply with the Minimum Service Requirements.

**Unhealthy Train** means a Train that is not a Healthy Train.

**Unloadable Wagon** means a High Deck Wagon which is unable to transport 9'6 Containers.

**Unserviceable Wagon** means a red carded wagon. A red carded wagon is allowed to be on the line but not allowed to carry Containers.

**Window Utilisation** means the percentage calculated by applying the following formula:

**Window Utilisation** = (Actual Container Lifts / Window Container Lifts)

where:

**Actual Container Lifts** = actual number of lifts performed in the contracted window period.

**Window Container Lifts** = 36 x number of hours of contracted window.

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## **Annexure A      Purpose and Access Principles**

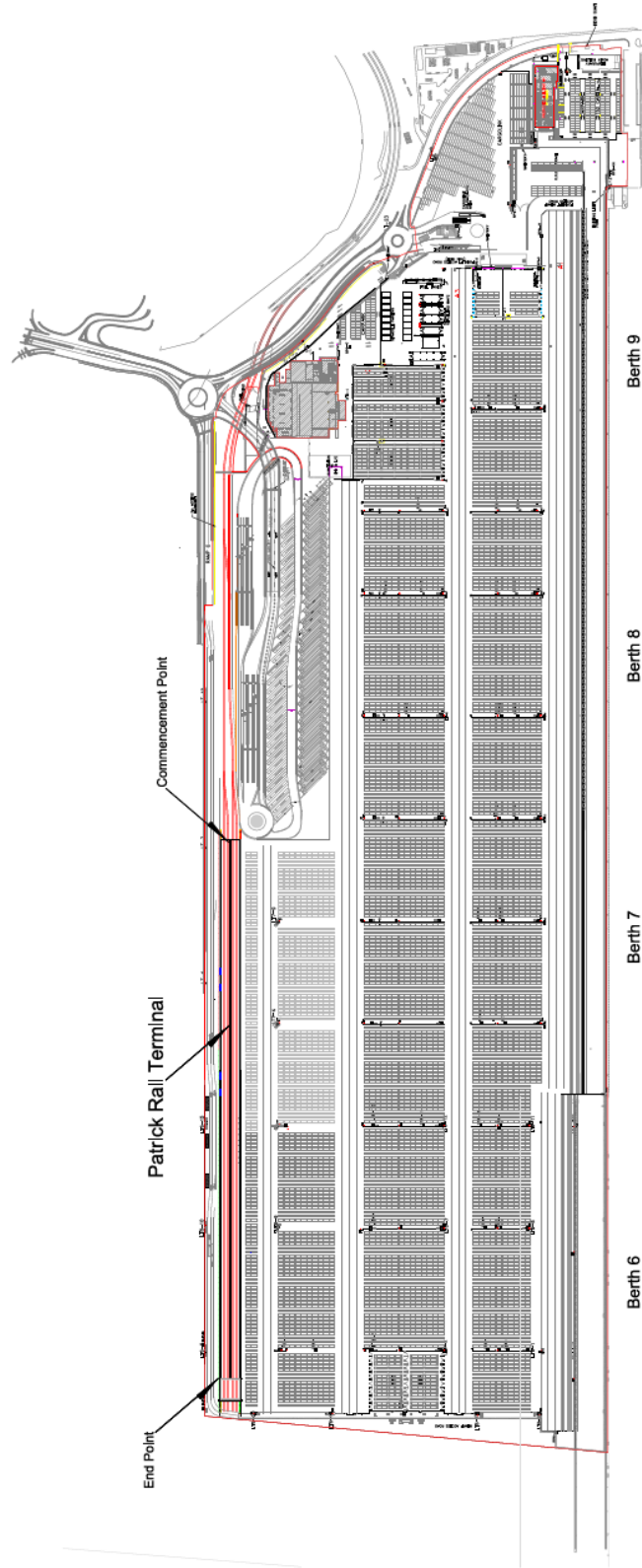
### **A.1 Purpose of the Rail Access and Operating Protocol**

The purpose of the Rail Access and Operating Protocol is to:

- (a) establish an open, transparent, non-discriminatory, efficient and fair and reasonable process:
  - (i) for Applicants to apply for and be granted Access to Rail Terminal Services; and
  - (ii) for providing Access to Rail Terminal Services on fair and reasonable terms,
- (b) optimise throughput and efficiency of the Patrick Rail Terminal;
- (c) take into account the effect of Access to Rail Terminal Services on Patrick's overall management and operations, including cost of operations and commercial viability; and
- (d) provide for a fair and reasonable balance between:
  - (i) on the one hand:
    - (A) the legitimate business interests of Patrick;
    - (B) the existing and reasonably anticipated commitments and commercial activities of Patrick;
    - (C) capacity and constraints on capacity of the Rail Terminal Infrastructure;
    - (D) Available Capacity; and
    - (E) Rail Terminal Operational Constraints; and
  - (ii) on the other hand:
    - (A) the legitimate interests of Applicants seeking Access to Rail Terminal Services; and
    - (B) the legitimate interests of Access Holders who have Access to Rail Terminal Services.

## A.2 Access Principles

- (a) The manner in which Patrick provides Access, including the allocation of Rail Access Windows, must be disclosed to any Applicant seeking or obtaining Access and be applied in a consistent manner to all Applicants and Access Holders.
- (b) Patrick must provide Access to Access Holders in a manner which drives efficient operational practices at Port Botany and the Patrick Rail Terminal and across the NSW Rail Network.
- (c) Patrick must not engage in any conduct for the purpose of preventing or hindering Access by any Applicant who meets and satisfies the Eligibility Requirements or any Access Holder, including providing Access to such an Applicant or Access Holder on more favourable terms than it proposes to provide or does provide access to other Applicants or Access Holders.
- (d) In providing Access to any Applicant who meets and satisfies the Eligibility Requirements or any Access Holder, Patrick must not unfairly discriminate between such Applicants or Access Holders seeking or obtaining Access in a way which has a material adverse effect on the ability of one or more such Applicants or Access Holders to compete with other Applicants or Access Holders.
- (e) If the Available Capacity at the time of an application for Access by an Applicant who meets and satisfies the Eligibility Requirements is not sufficient to meet that Applicant's actual requirements for Rail Terminal Services at that time, Patrick:
  - (i) unless sub-paragraph (ii) below applies, must offer to that Applicant the amount of Access permitted by the Available Capacity; or
  - (ii) if there is more than one Applicant at that time, must not unfairly discriminate between those Applicants in offering the amount of Access permitted by the Available Capacity.
- (f) Patrick shall use all reasonable endeavours to provide Access on terms and conditions that enable Access Holders to obtain sufficient Access to Rail Terminal Services to meet their commercial reasonably anticipated needs.
- (g) Patrick must consistently exercise its discretion not to allow Access to Rail Terminal Services for any Rail Access Window allocated to an Access Holder who operates an Unhealthy Train if such Access has the potential to affect adversely other Trains to which a Rail Access Window has been allocated by Patrick.
- (h) Patrick shall re-allocate Rail Access Windows allocated to an Access Holder if, following a request from another Access Holder for the same Rail Access Window, Patrick determines:
  - (i) that the Access Holder has failed or is unlikely to properly utilise the Rail Access Windows allocated to that Access Holder over a reasonable period; and
  - (ii) alternative demand or ongoing future need for those Rail Access Windows by that other Access Holder or other Access Holders is demonstrated to the reasonable satisfaction of Patrick.



Port Patrick Botany Terminal  
General Arrangement

Revised 3/11/20

## Annexure C      Application Form

APPLICANT DETAILS		
<b>Applicant name:</b>		
<b>Company / Business address:</b>		
<b>ABN:</b>		
<b>Contact person:</b>		
<b>Phone number:</b>		
<b>Email address:</b>		
REQUESTED RAIL ACCESS WINDOWS		
<b>Proposed Commencement Date:</b>		
<b>Proposed End Date:</b>		
<b>Train arrival:</b>	Day of week:	
	Time of Day:	
<b>Train departure:</b>	Day of week:	
	Time of Day:	
<b>Origin:</b>		
<b>Destination:</b>		
<b>Confirmation of Rail Path:</b>	Y/N	
<b>Type of freight to be carried:</b>	Estimated TEUs:	
	[Insert]	
	[Insert]	

<p><b>Estimated number of containers to be unloaded/loaded per train:</b></p>		
<p><b>ELIGIBILITY REQUIREMENTS (Refer Clause 3)</b></p>		
<p><b>Financial capacity of the Applicant</b></p>	<p><b>Solvency Confirmation:</b></p>	<p>Please confirm acknowledgement of and confirmation of solvency requirement</p>
	<p><b>Confirmation of Legal ownership structure (with a sufficient capital base and assets of value to meet the actual and potential liabilities under an Access Agreement):</b></p>	
	<p><b>Able to provide credit support on request by Patrick:</b></p>	
<p><b>Is the Applicant an Accredited Access Holder (Yes / No)?</b></p>	<p>(please provide evidence of accreditation)</p>	
<p><b>Patrick's Rail Induction Contractor, HSE and SIA confirm date. Completed attach copies.</b></p>		
<p><b>Does the Applicant comply with the health and safety requirements set out in the Access and Operating Protocol (Yes / No)?</b></p>	<p>If YES, please provide evidence of the Applicant's health and safety compliance</p>	
<p><b>Does the Applicant's representatives (including all employees, contractors, sub-contractors etc) comply with the competency requirements (Yes / No)?:</b></p>	<p>If YES, please provide evidence of the Applicant's staff capacity / competence</p>	



<b>Acknowledgement of Minimum Service Requirements (Refer Clause 4)</b>	Please confirm acknowledgement of and confirmation of compliance with minimum service requirement
<b>Insurance</b>	Please provide evidence of insurance in the form of valid certificates of currency