



Terminal Access Arrangement

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1 Background

1.1 Introduction

- (a) Patrick and the Port of Melbourne Operations Pty Ltd ACN 610 925 178 as trustee of the Port of Melbourne Unit Trust ABN 67 610 925 178 (**PoM**) have entered into the Rail Management Agreement (**RMA**) to facilitate the development of the Terminal.
- (b) Access to the Terminal by Access Holders acquiring Services and Access Seekers seeking to acquire Services will be provided by Patrick on the basis of Open and Non-Discriminatory Access.

1.2 Purpose of this Terminal Access Arrangement

- (a) The purpose of this Terminal Access Arrangement is to provide a framework that facilitates Open and Non-Discriminatory Access for Access Seekers and Access Holders to the Terminal in line with the Port Rail Access Principles.
- (b) In facilitating the objectives in clause 1.2(a) above, it is acknowledged that:
 - (i) initial rail volumes at the Port and at the Terminal are low; and
 - (ii) Patrick is responsible for operating the Terminal, including setting Reference Prices and any other terms or conditions of Access, in accordance with its commercial and operational judgement subject to the Open and Non-Discriminatory Access Obligations and the Pricing Principles.
- (c) All clauses in this Terminal Access Arrangement are to be interpreted in accordance with this clause 1.2.

1.3 Interpretation

In this Terminal Access Arrangement, a defined term or expression has the meaning set out in the Dictionary at Schedule 1.

1.4 Scope of this Terminal Access Arrangement

This Terminal Access Arrangement applies in respect of Access to the Terminal only. For clarity, except where expressly provided, this Terminal Access Arrangement does not apply in respect of any area, operations, services or activities not located or undertaken within the Licensed Area.

1.5 Commencement and review of the Terminal Access Arrangement

- (a) This Terminal Access Arrangement comes into effect on and from **[Insert]**.
- (b) Subject to any requirement in the RMA, Patrick may amend this Terminal Access Arrangement from time to time. Prior to making amendments Patrick will provide Access Holders with reasonable notice in writing of the proposed amendment, being at least one (1) months' notice, unless a shorter period of time is required in response to changes to (or the introduction of) any law or regulation or for urgent operational reasons.

2 Open and Non-Discriminatory Access

2.1 Patrick's Open and Non-Discriminatory Access Obligations

Patrick will comply with the Open and Non-Discriminatory Access Obligations set out in clause 2.2 through the supply of Services to an Access Seeker either:

- (a) as contemplated in this Terminal Access Arrangement; or
- (b) as otherwise agreed between the parties.

2.2 Open and Non-Discriminatory Access

- (a) Access Seekers will initially confirm Rail Path availability with related rail network managers, and then agree corresponding port rail terminal access with Patrick that fit the criteria of network path availability.
- (b) Patrick agrees to provide Open and Non-Discriminatory Access at its Terminal in line with the Port Rail Access Principles.
- (c) For clarity, clause 2.2(a) above does not apply to any reasonable restrictions of Access at the Terminal imposed by Patrick in accordance with this Terminal Access Arrangement, an Access Agreement, the Terminal Operating Protocol, the Capacity Allocation Protocol or any relevant agreement, including restrictions:
 - (i) to prevent, or to respond to, an incident or to otherwise seek to prevent injury to persons or damage to the Terminal or other property;
 - (ii) reasonably necessary for the operation of the Terminal due to unforeseeable external factors including:
 - (A) network issues including without limitation track possessions, weather, signalling outages, congestion, regulatory actions and track closure;
 - (B) disruptions or delays associated with information technology or telecommunications systems, networks, software, hardware or loss of power, including but not limited to those caused by cyber security events;
 - (C) road issues including without limitation weather, congestion, signalling and closure;
 - (D) any disturbance, disruption or adverse impact related to industrial disputes affecting the Terminal or other operations related to the Terminal;
 - (E) rail operator issues including without limitation late or early arrival or departure from the Terminal, locomotive or wagon failures and train crew issues;
 - (F) issues with other rail terminals, container terminals (including Patrick's own container terminal) or other infrastructure or operations at the Port Precinct;

- (G) within the Terminal, the availability of equipment including without limitation due to mechanical breakdown, the availability of labour or regulatory action affecting the Terminal;
- (H) the availability of Containers for loading or unloading to or from a wagon or truck;
- (I) Rolling Stock or truck issues including without limitation those of a type or defect that causes delay; and
- (J) where Patrick has reasonable grounds to believe that the Access Holder or Access Seeker would fail to a material extent, to comply with this Terminal Access Arrangement, an Access Agreement, the Capacity Allocation Protocol or the Terminal Operating Protocol (for example, evidence that the Access Seeker is not creditworthy).

2.3 Obligation to act in good faith

When carrying out their obligations and exercising their rights in relation to this Terminal Access Arrangement, Patrick and all Access Holders and Access Seekers must act in good faith towards the other party.

3 Services at the Terminal

- (a) Patrick will make available to Access Seekers, and will supply to Access Holders under an Access Agreement, both Reference Services and any Ancillary Services at the Terminal.
- (b) None of the Ancillary Services (if any) may be acquired without an Access Holder also acquiring a Reference Service.
- (c) Patrick will ensure that there is sufficient approved, accredited and serviceable equipment and appropriately skilled and appropriately licensed labour to provide Access in a safe manner and with due care and skill.

4 Patrick Operational requirements

4.1 Patrick Nominee

From time to time, Patrick may nominate a third party to undertake certain operational functions at the Terminal (“**Patrick Nominee**”). For the avoidance of doubt:

- (a) where a Patrick Nominee is appointed:
 - (i) the Patrick Nominee will be responsible for day to day operational matters only; and
 - (ii) Patrick will manage all negotiations, agreements and disputes in relation to Access matters, (including Window allocation) directly with Access Seekers and Access Holders.
- (b) where a Patrick Nominee is not appointed, all references to the Patrick Nominee will be read as Patrick.

4.2 Operational requirements

Patrick will:

- (a) ensure that the Terminal operates during reasonable operating hours having regard to overall demand and efficient shift structures;
- (b) provide Windows for servicing of Trains during the Terminal's operating hours;
- (c) cooperate with relevant parties in order to schedule Trains in a manner that, in Patrick's reasonable commercial and operational judgement, will promote efficiency, maximise productivity and volume through the Terminal; and
- (d) endeavour to undertake all Terminal activities having regard to any key performance indicators set out in relevant Access Agreements or as agreed with PoM.

4.3 Terminal Operating Protocol

In carrying out the management and movement of Trains into and out of the Terminal, Patrick (or the Patrick Nominee where applicable) will comply with the Terminal Operating Protocol.

5 Constrained Path Freight Train services

Patrick acknowledges and agrees that:

- (a) State policy is currently that passenger services have priority and that on time passenger performance to timetables is a State imperative;
- (b) provided that the State gives it reasonable prior notice of the timetable limitations of Constrained Path Freight Trains (**Priority Notification**), Patrick must use reasonable endeavours to accommodate Windows for Constrained Path Freight Train services within the timetable limitations applicable to those trains;
- (c) for the purposes of clause 5(b) above, reasonable endeavours includes negotiating any necessary amendments to an existing Access Agreement with an existing Access Holder, but only where such amendments are commercially acceptable to Patrick (acting reasonably) and the relevant Access Holder; and
- (d) it will work cooperatively to consult with the State in relation to any potential Priority Notification, including in relation to the impact of a Priority Notification on Patrick's operations and the feasibility of managing any potential timetable changes.

6 Access Charges

- (a) Access Charges will be set by Patrick in accordance with the pricing obligations under the Pricing Principles.
- (b) Access Seekers and Access Holders may dispute Access Charges or proposed Access Charges on the basis that they do not comply with the requirement of part (b) of the Pricing Principles (refer to definition of Pricing Principles in Schedule 1).
- (c) Access Seekers have no right to otherwise dispute Access Charges or to dispute any Reference Prices.

7 Capacity allocation at the Terminal

- (a) Patrick will publish a Schedule of all available Windows within the operating hours of the Terminal.
- (b) Patrick will manage and allocate Capacity at the Terminal having regard to the:
 - (i) Capacity Allocation Protocol;
 - (ii) applicable terms of the Port Rail Access Principles; and
 - (iii) matters set out at clause 4.2.

8 Access applications from Access Seekers

8.1 Procedure for making an access application

- (a) Patrick will prepare, maintain and publish a Standard Access Agreement, Terminal Access Arrangement and Terminal Operating Protocol in relation to Access at the Terminal that will be made available by Patrick on its website.
- (b) An Access Seeker may make an Access Request by submitting a valid application in the form made available by Patrick on its website.
- (c) Patrick may require an Access Seeker to provide additional information which Patrick considers, applying business and commercial judgement, would reasonably assist it to respond to the Access Request, including to assess whether the Access Seeker satisfies the Access Criteria set out at clause 8.4 .

8.2 Procedure for assessing access applications

Patrick will acknowledge receipt of an Access Request within 5 Business Days of receipt by way of a notice that either determines that:

- (a) the Access Seeker's Access Request is complete and contains sufficient information to enable Patrick to respond to the Access Request; or
- (b) the Access Seeker's Access Request is incomplete, which may include because:
 - (i) the Access Request is not in the form or does not contain the information specified in the application form;
 - (ii) Patrick reasonably considers that any additional information provided under clause 8.1(c) is insufficient to enable it to respond to the Access Request; or
 - (iii) further information is reasonably required in order for Patrick to assess the Access Request.

8.3 Negotiation of terms and conditions of access

- (a) Once it has received a complete and valid Access Request, Patrick will:
 - (i) meet and negotiate in good faith with the Access Seeker to seek to reach agreement on the terms and conditions, including price, on which it will make the requested Service(s) available to the Access Seeker; and

- (ii) use all reasonable endeavours to meet the Access Request of an Access Seeker who has complied with its obligations under this Terminal Access Arrangement.
- (b) Patrick will endeavour to complete negotiations of the contractual terms within twenty (20) Business Days of Patrick giving notice under clause 8.2(a) of receipt of a valid application for Access.

8.4 Access Criteria

Patrick may reject an Access Request if the Access Seeker fails to demonstrate, to Patrick's reasonable satisfaction, that it:

- (a) is not, and is not likely to be, Insolvent;
- (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 the Access Agreement;
- (d) 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 by reference to provisions contained in, the Rail National Safety Law; and
- (e) evidences that it holds all approvals and agreements (including Rail Paths and interface agreements) reasonably required in connection with the Access sought by the person,

(the above paragraphs (a) to (e), together referred to as the **Access Criteria**).

8.5 Conditions precedent

Patrick will have no obligation to provide the Services or allocate Windows unless and until the Access Holder demonstrates to the satisfaction of Patrick that the Access Holder:

- (a) meets all of the Access Criteria;
- (b) has all necessary accreditations;
- (c) holds all insurances as required by Patrick under an Access Agreement;
- (d) is able to provide credit support, where required by Patrick;
- (e) has completed the Rail Site Induction, executed the Contractor HSE Agreement and Safety Interface Agreement;
- (f) has ensured that its Associates are aware of and comply with all applicable laws and all reasonable lawful directions and orders given by Patrick (or the Patrick Nominee where applicable) 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
- (g) meets the Train Load/Unload Requirements.

8.6 Access Agreement

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

9 Confidentiality

9.1 Confidential Information

- (a) Subject to clause 9.2, a party (**Recipient**) must keep confidential any Confidential Information provided by the other party (**Discloser**) and only allow an officer, employee, agent or contractor who works for the Recipient to access that Confidential Information for the purpose of:
- (i) providing the Services to the Access Holder;
 - (ii) administering the Terminal Access Arrangement, Access Agreement, Capacity Allocation Protocol and the Terminal Operating Protocol;
 - (iii) resolving a dispute under this Terminal Access Arrangement; or
 - (iv) as otherwise agreed by the Discloser.

9.2 Permitted disclosure of Confidential Information

- (a) The Recipient is permitted to disclose Confidential Information:
- (i) to the extent necessary for the provision of advice from legal advisers, financiers, accountants or other consultants or professional advisers, provided they are under a legal obligation not to disclose the Confidential Information to any third party;
 - (ii) to any third party appointed for the purposes of resolving a particular dispute provided they are under a legal obligation not to disclose the Confidential Information publicly or to any third party;
 - (iii) to PoM:
 - (A) in the case of Patrick, for the purpose of PoM monitoring Patrick's compliance with its reporting and compliance obligations or investigating a complaint under this Terminal Access Arrangement or the RMA ; or
 - (B) in the case of an Access Seeker, for the purposes of providing information in relation to communications or dealings with Patrick by or on behalf of the Access Seeker or any other documents or information relating to the Port Rail Access System,subject to PoM agreeing to be bound by an obligation not to disclose the Confidential Information publicly or to any third party;
 - (iv) in the case of Patrick, other than Confidential Information of the Access Holder related to Access matters, to the Patrick Nominee where applicable for the purposes of facilitating the provision of the Services; and

- (v) if, and to the extent required by law, provided that it first consults with Discloser in relation to the manner and timing of that disclosure.
- (b) Where Patrick or the Access Holder makes a disclosure to a third party in accordance with clause 9.2(a), they must procure that the third party use best endeavours to treat that disclosure as commercial-in-confidence.

9.3 Internal information controls

- (a) Unless otherwise agreed with an Access Seeker or Access Holder or provided for under clause 9.3(b), Patrick will take all reasonable steps to prevent access to any information system, or part of any information system, containing Confidential Information (including the terms of any Access Request) of that Access Seeker or Access Holder where such access is by staff or contractors within a Patrick entity or any third party (including, for the avoidance of doubt, any actual or potential Access Seeker who might offer a mutually exclusive Access Request).
- (b) Patrick may permit access to the systems referred to in clause 9.3(a) to the Patrick Nominee where applicable for the purposes of facilitating the provision of the Services, provided this does not allow the Patrick Nominee to access the Confidential Information of the Access Holder related to Access matters.

10 Complaints and disputes

10.1 Complaints

Patrick will seek to take steps to respond to any complaint received from an Access Holder or an Access Seeker within a reasonable time.

10.2 Dispute resolution process

- (a) Any dispute by an Access Holder in respect of Access will be governed by the dispute resolution process in that Access Holder's Access Agreement.
- (b) In respect of any Access Seeker:
 - (i) Access Seekers do not have a right to dispute prices for Services, including the Reference Prices, and this Terminal Access Arrangement does not deal with disputes regarding prices;
 - (ii) for all non-price related disputes, Patrick and an Access Seeker will comply with the process set out in this clause 10 to resolve disputes in relation to the operation of this Terminal Access Arrangement;
- (c) if a dispute arises between Patrick and the Access Seeker, representatives of both parties must meet as soon as reasonably practicable with a view to resolving the dispute expeditiously by joint discussion;

10.3 Expert determination

- (a) If a resolution is not reached within thirty (30) days of the notification of a dispute by the Access Seeker to Patrick, the parties may agree to refer the matter for Independent Expert determination to be determined by an Independent Expert.
- (b) In resolving any dispute, the Independent Expert is to have particular regard to the matters in clause 1.2 of this Terminal Access Arrangement.

- (c) In relation to the costs of any Independent Expert:
 - (i) if the dispute is withdrawn prior to any determination, is resolved substantially in favour of Patrick, or is otherwise found by the Independent Expert to be vexatious, the Access Seeker will be liable for the costs of the Independent Expert and any other dispute costs (but not including any legal costs of Patrick); and
 - (ii) if the dispute is resolved substantially in favour of the Access Seeker, then Patrick will be liable for the costs of the Independent Expert and any other dispute costs (but not including any legal costs of the Access Seeker).
- (d) Patrick is not required to participate in any Independent Expert determination unless the Access Seeker has entered into a binding tripartite agreement with Patrick and the Independent Expert, in a form reasonably acceptable to the Independent Expert, and which provides for payment of the Independent Expert's costs by Patrick or the Access Seeker, as contemplated under clause 10.3(c) above.
- (e) The existence of any dispute, and the terms of any resolution, are to be kept strictly confidential by the Access Seeker and Patrick.

Schedule 1 Dictionary

10.4 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 or the Terminal Access Arrangement.
- (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.

10.5 Defined Terms

Access means the provision of the Services at the Licensed Area by or on behalf of Patrick.

Access Agreement means an agreement for Access between Patrick and an Access Holder (which, for the avoidance of doubt, may or may not be in the form of the SAA).

Access Charges means fees to be paid for the Services (which, for the avoidance of doubt, may or may not be the same as Reference Prices) as set out in an Access Agreement.

Access Criteria means the criteria as set out at clause 8.4.

Access Holder means a person who has an entitlement to Access under an Access Agreement and satisfies the Access Criteria.

Access Request means a request for Access by an Access Seeker in accordance with clause 8.1.

Access Rights means rights granted under an Access Agreement.

Access Seeker means a person seeking Access or an Access Holder seeking increased Access, in each case who satisfies the Access Criteria.

Ancillary Services means the services referred to as “ancillary services” (if any) in an Access Agreement or the Standard Access Agreement.

Available Capacity means the availability of Windows at the Terminal and capability of providing Services after taking into account:

- (a) requirements to accommodate Access Holders’ existing Access Rights; and
- (b) any requirements to reserve Capacity for the prudent operation of the Terminal in accordance with all applicable standards and Good Industry Practice.

Business Day means a day on which banks are open for business in Melbourne, Victoria excluding a Saturday, Sunday or public holiday in that city.

Capacity means the capability of the Terminal to provide Reference Services (expressed in TEUs).

Capacity Allocation Protocol means the PoM Capacity Allocation Protocol published by PoM, as amended from time to time.

Confidential Information means any information provided by Patrick or an Access Seeker or Access Holder to the other in confidence under or in connection with this Terminal Access Arrangement, the Capacity Allocation Protocol, an Access Agreement or the Terminal Operating Protocol.

Constrained Path Freight Trains means scheduled broad gauge freight Trains operating on some sections of the rail network which are required to operate within strict passenger timetable limitations with little flexibility (which as at the date of the Agreement, relate to Trains operating on the South-East rail network).

Container means at any time a freight container (including, without limitation, empty or full) as defined under “AS3711.2:2015 Freight Containers – Terminology”, as amended and replaced from time to time and which is recognised at the time as a standard container by international stevedoring standards and which is transported from, or is to be transported to, a destination outside of Australia.

Controller has the meaning it has in the Corporations Act.

Corporations Act means the *Corporations Act 2001* (Cth).

Good Industry Practice means the practices, methods and skills generally expected from a reasonably skilled and experienced operator of an open access rail terminal and which would be expected to result in reliable, safe, economical and efficient performance.

Healthy Train means a Train arriving at the start time (or within twenty (20) minutes) of its Window and that is configured with a locomotive and number of wagons carrying a number of containers substantially consistent with that Window.

Independent Expert means an expert appointed by the parties to resolve a dispute in accordance with clause 10.3.

Insolvent means in respect of a person if:

- (a) the person is (or states that it is) insolvent under administration or insolvent (each as defined in the Corporations Act);
- (b) the person is in liquidation, in provisional liquidation, under administration or wound up or has had a Controller appointed to its property;
- (c) the person is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by PoM);
- (d) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of the things described in paragraphs (a), (b) or (c) above;
- (e) the person is taken (under section 459(F)(1) of the Corporations Act) to have failed to comply with a statutory demand;
- (f) the person is the subject of an event described in section 459(C)(2)(b) or section 585 of the Corporations Act (or it makes a statement from which Patrick reasonably deduces it is so subject);

- (g) the person is otherwise unable to pay its debts when they fall due; or
- (h) something having a substantially similar effect to any of the things described in paragraphs (a) to (g) above happens in connection with that person under the Law of any jurisdiction.

Law means any statute, regulation, notice, order, rule, subordinate legislation or other instrument or principle enforceable under any statute, regulation, order, rule or subordinate legislation or by a court.

Licensed Area means the area of the port rail terminal licensed to Patrick by PoM for the purposes of operating the Terminal (as set out in the Access Holder's Access Agreement or the Standard Access Agreement).

Open and Non-Discriminatory Access means in relation to Patrick's provision of the Services at its Terminal:

- (a) not unreasonably favouring itself or another person in a way that unreasonably adversely impacts any Port User's ability to access the Licensed Area to meet the Port User's legitimate commercial needs;
- (b) offering to provide Port Users with Services on standard terms and conditions, which are to be applied in a consistent manner to all Port Users, or offering to provide Port Users with Services through an Access Agreement on terms agreed with that Port User in accordance with the Pricing Principles;
- (c) acting reasonably in providing a Port User with Access to a Window at the Terminal that aligns with the Rail Path secured (as evidenced by a Port User) and not unreasonably preventing or hindering Access;
- (d) consistently and reasonably exercising its discretion not to allow Access to Services for any Window allocated to an Access Holder who operates an Unhealthy Train if such Access has the potential to adversely affect other Trains to which a Window has been allocated by the rail terminal operator; and
- (e) being transparent in the manner in which it provides Access, including allocation of Windows, service levels and Reference Prices – this includes publishing a Schedule and Reference Prices on a public website.

Open and Non-Discriminatory Access Obligations means those obligations set out in clause 2.2.

Patrick means Patrick Container Ports Pty Ltd ACN 009 762 985.

Patrick Nominee means any nominee appointed by Patrick under clause 4.1.

PoM means Port of Melbourne Operations Pty Ltd as Trustee for the Port of Melbourne Unit Trust (ABN 67 610 925 178).

Port of Melbourne includes international container terminals and the port supply chain.

Port Precinct means:

- (a) the area defined as the port of Melbourne in the *Port Management Act 1995* (Vic); and
- (b) any adjacent area owned, controlled or managed by PoM.

Port Rail Access Principles means the “Port Rail Access Principles” published by PoM, as amended from time to time.

Port Rail Access System has the meaning given in the Rail Management Agreement.

Port Rail Network means the rail infrastructure within the boundaries of the Port Precinct (excluding any rail or related infrastructure within the boundaries of a PoM tenant’s lease or licence).

Port User means:

- (a) the owner, master or agent of the owner of a vessel or vehicle using any assets or service provided at the Port Precinct;
- (b) the owner, consignor or consignee or person entitled to possession of goods or cargo located in or passing through the Port Precinct;
- (c) the agent of a person described in item (b) above of this definition;
- (d) users of roads in the Port Precinct for transport of goods to or from or in the Port Precinct;
- (e) users of rail infrastructure at the Port for transport of goods to or from or in the Port Precinct; and
- (f) a lessee or licensee of any part of the Port Precinct (other than PoM or its Related Body Corporate, the State or any entity or body owned by the State) and their invitees.

Pricing Principles means the following principles as they apply to Patrick’s pricing:

Pricing will be reasonable, including by Patrick ensuring:

- (a) Reference Prices and Access Charges are consistent with the Port Rail Access Principles and are reasonable in light of all relevant factors, including:
 - (i) reflecting operations of an efficient terminal that operates with optimal lifts and storage requirements;
 - (ii) incorporating a return on investment commensurate with the commercial risks involved; and
 - (iii) not incorporating costs otherwise incurred, recovered or that should be borne by third parties (including PoM, the State and related businesses of Patrick); and
- (b) Access Charges allow multi-part pricing and price discrimination when it aids efficiency and competition, but only where differentiation of Access Charges reflects:
 - (i) differences in costs (direct or indirect) of supplying the relevant services;
 - (ii) differences in risks associated with the supply of relevant services;
 - (iii) demand for the services and prevailing market conditions at the time of entering into the relevant agreements; or

- (iv) discounting pricing behaviour of Patrick that is consistent with outcomes in a competitive environment.

Priority Notification has the meaning given in clause 5 of this document.

Rail National Safety Law means the Rail Safety National Law (Victoria) as in force under the *Rail Safety Law Application Act 2013* (Vic).

Rail Path means a right to access the Port Rail Network or any rail infrastructure connected directly or indirectly to the Port Rail Network (as the context requires).

Reference Price means the standard pricing for the Reference Services set and published by Patrick from time to time.

Reference Service means those services defined as “reference services” in the Standard Access Agreement or an Access Agreement.

Related Body Corporate has the meaning given to it in the Corporations Act.

Rolling Stock means any vehicle that operates on or uses a railway track including a locomotive, light inspection vehicle, road/rail vehicle, trolley, carriage, diesel multiple unit and wagon (but does not include a vehicle designed to operate both on and off a railway track when the vehicle is not operating on a railway track).

SAA / Standard Access Agreement means a standard access agreement, being a template access agreement that may be entered into between Patrick and an Access Holder (which, for the avoidance of doubt, is not required to be used).

Schedule means a high-level schedule of allocated and available Windows at the Terminal published on Patrick’s website.

Services means the Reference Services and any Ancillary Services as defined in the Access Holder’s Access Agreement or the Standard Access Agreement, in each case on the Licensed Area.

State means the State of Victoria through the Department of Transport.

Terminal means the rail terminal located on the Licensed Area.

Terminal Access Arrangement means this terminal access arrangement as amended from time to time and published on Patrick’s website.

Terminal Operating Protocol means a terminal operating protocol as amended from time to time and published on Patrick’s website.

TEU means twenty-foot equivalent unit.

Train means several units of Rolling Stock coupled together to operate as a single unit.

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

Window means an access slot at the Terminal, being a defined time of arrival and departure at the Terminal for servicing.