



Adelaide Rail Operating Protocol

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1 Introduction

1.1 Purpose

This Protocol provides for the proper, efficient and safe provision of the Intermodal Services between the Adelaide Rail Intermodal Terminal and the relevant Container Terminal.

1.2 Interpretation

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

2 General

2.1 Acknowledgement

The Customer acknowledges and agrees that:

- (a) it has read and understood this Protocol and agrees to be bound by it;
 - (b) receipt of the Intermodal Services is subject to compliance with this Protocol and the Patrick Terms and Conditions;
 - (c) it will and will procure that its Associates will comply with this this Protocol and the Patrick Terms and Conditions when receiving the Intermodal Services;
 - (d) Patrick will not be liable for any delay or disruption to or for any suspension or withdrawal of the Intermodal Services which arises due to the non-compliance of the Customer or its Associates with this Protocol or the Patrick Terms and Conditions; and
 - (e) 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 relation to this Protocol or the Intermodal Services.
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3 Rail Slot Bookings

3.1 The Customer must make a booking request for the Intermodal Services by email to:

- (a) for Exports (Adelaide to Melbourne - exports.rail@patrick.com.au;
- (b) for Imports (Melbourne to Adelaide) – import.rail@patrick.com.au; or
- (c) if instructed by Patrick, via Patrick's customer portal (Intermodal TMS),

and the Customer acknowledges that phone bookings will not be accepted.

- 3.2 The Customer will be informed via return email or via the Intermodal TMS (if applicable) of the outcome of the booking request.
- 3.3 Unless otherwise agreed in writing, Patrick must receive import booking requests for rail slots at least 48 hours prior to scheduled vessel arrival at the Port of Melbourne.
- 3.4 Unless otherwise agreed in writing, Patrick must receive export booking requests for rail slots at least 48 hours prior to the scheduled departure of the rail service.
- 3.5 The Customer is responsible for ensuring that the requested rail date and arrival of the container in Melbourne is within the Cargo Acceptance Period to meet the planned vessel.
- 3.6 All fees and charges associated with container arrival outside the Cargo Acceptance Period are payable by the Customer.
- 3.7 All booking requests must be made in accordance with clauses 3.1 to 3.6 and must include the following information:

Import	Export
(i) Container number	(i) Container size/type
(ii) Container size/type	(ii) Customer reference
(iii) Booking reference	(iii) Rail departure date
(iv) Vessel name and voyage	(iv) Vessel name and voyage
(v) Hazardous documentation where applicable	(v) Hazardous details (Un code and class) where applicable
(vi) PIN Number for collection of containers at Container Terminal	(vi) Approximate gross container weight
(vii) Container gross weight	(vii) Any purchase order or work order required on invoice for payment
(viii) Any purchase order or work order required on invoice for payment	
(ix) Notification if container is under bond.	

- 3.8 The Customer must communicate booking details, changes or cancellations of bookings to Patrick within 48 hours of the initial booking request or additional charges may apply.
- 3.9 The Customer acknowledges that vessel receipt windows at the relevant Container Terminal are outside Patrick's control. Where a rail booking has been confirmed by Patrick, any changes to receipt window availability at the relevant Container Terminal may result in additional charges applying.

4 Service Operating Days and Cut Off Times for Rail

Service	Departing from	Operating days	Rail Slot Booking Cut-Off (rail slot must be pre-tripped)	Container Arrival Cut-Off (both arrival and acceptance)

Exports	Intermodal Terminal in Adelaide	Monday, Tuesday, Wednesday and Thursday	15:00 on the day of rail departure	17:00 on the day of rail departure
		Saturday	11:00 on the day of rail departure	12:00 on the day of rail departure
Imports	Melbourne Rail Terminal	Monday, Tuesday, Wednesday, Thursday and Friday	14:00 on the day of departure	16:15 on the day of departure
		Saturday and Sunday (limited service)	14:00 on the day of departure	14:30 on the day of departure

4.1 Subject to clause 4.2, rail service operating days and booking cut off times are as follows:

4.2 The Customer acknowledges and agrees that:

- (a) all rail services operate subject to demand;
- (b) the availability of any given rail service will be confirmed at the time of booking; and
- (c) rail services and/or slots may be suspended or cancelled including due to:
 - (i) limited demand or capacity for a given rail service;
 - (ii) public holidays (including both state and national holidays);
 - (iii) limitation on access to rail network (including planned and unplanned network interruptions); or
 - (iv) any other reasonable requirement of Patrick or the relevant rail operator.

4.3 Where a service interruption occurs or there are changes made to cargo acceptance at the relevant Container Terminal, a contingency plan will be communicated by Patrick to the Customer as soon as practicable. Unless otherwise agreed in writing with Patrick, this notice will be sent to the email address from which the booking has been received. Customers affected will have the option to accept the proposed variation to bookings (including any applicable charges) or cancel their booking.

4.4 Gate entry and gate exit at the Intermodal Terminal is by electronic means. Customer must have provided Pre Receiving Advice 'PRA' or electronic Import Delivery Order 'e.IDO' (paperless) (as applicable) to Patrick in accordance with Patrick's instructions at least 48 hours prior to date of arrival at the Intermodal Terminal.

4.5 The Customer acknowledges that, if container does not meet these cut off periods, Additional Fees and Charges will apply.

5 Containers and Cargo

5.1 Containers lodged for transport by rail must comply with the following load conditions:

- (a) suitable for top lift (without use of out-of-gauge spreader);
- (b) maximum overall height 3.0m;

- (c) maximum gross mass of 27.0 tonne for a 20' container or 33.0 tonne for a 40' container, with weight evenly distributed across the container;
- (d) are fitted with a Convention for Safe Containers (CSC) compliance plate or "R" series compliance plate; and
- (e) are fitted with seals as described in **Error! Reference source not found.** below.

5.2 All containers (including empty containers) must have doors secured and locked with one of the following ("**Adequate Door Seals**"):

- (a) A padlock ((AS4145 minimum rating S7);
- (b) A security seal that can only be removed with bolt cutters; or
- (c) wire seals with 2mm minimum wire diameter and provide a tight looped join so that tools such as pliers or screwdrivers cannot be used to break the seal.

For the avoidance of doubt, wire and zip ties are not considered Adequate Door Seals.

5.3 If a container is presented without Adequate Door Seals, Patrick and/or its Associates may in its absolute discretion:

- (a) reject the container and request that the Customer collect and return when sealed with an Adequate Door Seal; or
- (b) assist the Customer to remedy the seal defects on site

and the Customer acknowledges and agrees that it will bear any costs, liabilities and Additional Fees and Charges associated with any remedial action under clause 5.3(a) or (b) above.

5.4 Bulk Tank/Liquid containers requiring use of a step-frame trailer for terminal transfer in Melbourne will be subject to Additional Fees and Charges in the form of a Bulk Tank/Liquid surcharge.

5.5 The Intermodal Terminal is a customs bonded location. Any container moving under a customs bond which is to be released from the Intermodal Terminal will incur Additional Fees and Charges.

6 Dangerous Goods Protocol

- 6.1 Patrick and the Customer must ensure compliance at all times with port and Government Agency rules and regulations and all relevant laws relating to handling procedures and time and volume limits for Dangerous Goods.
- 6.2 The stowage instructions provided by the Customer must include specific stowage positions for special Goods, including Dangerous Goods and Containers must be appropriately placarded.
- 6.3 The Customer must ensure each Dangerous Goods shipment is properly packed, documented, labelled and presented and complies in all respects with applicable local and international laws prior to its arrival at the Intermodal Terminal or terminal of loading including but not limited to:
- (a) providing all transport carriers with complete and accurate multimodal dangerous goods forms (MO41) before the acceptance period for the container commences;
 - (b) ensuring the container is booked on a rail service that aligns with cargo acceptance for the nominated vessel such that there is no storage period required at the Melbourne Rail Terminal;
 - (c) ensuring all Dangerous Goods are delivered to the Intermodal Terminal or Melbourne Rail Terminal on the day of the relevant rail service and/or picked up on the day of arrival at the Intermodal Terminal or Melbourne Rail Terminal; and
 - (d) ensuring Patrick receives each Dangerous Goods shipment a minimum of 30 minutes prior to cut-off times.
- 6.4 Subject to 6.2 and 6.3 and the Customer's compliance with Patrick's Terms and Conditions, Patrick will ensure that all Dangerous Goods presented for shipment in compliance with the Customer's Dangerous Goods protocols (subject to those protocols complying with all applicable laws) are properly received, stored (within the limits allowed by law) and monitored.
- 6.5 Patrick and/or its Associates may reject any Dangerous Goods or charge Additional Fees and Charges to the Customer where the accompanying documentation is absent, inadequate or does not comply with all applicable laws. If Patrick and/or its Associates rejects any Dangerous Goods then it must wherever feasible promptly notify the Customer of the specific reasons for such rejection and the corrective actions required in order for the Goods to be accepted.
- 6.6 If a Dangerous Goods container is not collected from the Intermodal Terminal or the Melbourne Rail Terminal in accordance with clause 7.6(c) above, Additional Fees and Charges in the form of a Hazardous Surcharge will be levied on the container which must be paid by the Customer (or its Associates) prior to release of the container.
- 6.7 Dangerous Goods containers booked to depart the Intermodal Terminal on a Saturday service may be subject to Additional Fees and Charges.

7 Temperature Controlled Goods

- 7.1 The Customer acknowledges and agrees that Patrick does not and is under no obligation to supply Reefer Services at the Intermodal Terminal or during transportation. Patrick

accepts no responsibility for delays, losses, damages or any other costs or expenses of any nature whatsoever to Goods travelling in temperature-controlled containers.

7.2 Patrick may supply, upon written request from the Customer, Reefer Services at Melbourne Rail Terminal. Where such services are provided, Additional Fees and Charges will apply as published on Patrick's website.

7.3 Reefer Services include:

- (a) moving a container off terminal in order to supply electric power; and
- (b) plugging and unplugging of temperature controlled Goods to electric power supply and monitoring of reefer temperatures twice every twenty-four (24) hours.

in accordance with:

- (c) the instructions on the Pre Receival Advice 'PRA' (export containers); and
- (d) the instructions on the import final discharge list and BAPLIE.

7.4 Reefer services over and above the Reefer Services will be at the discretion of Patrick and by price on application.

8 Storage of Goods

8.1 Containers containing standard Goods must be collected from the Intermodal Terminal in Adelaide within two (2) Intermodal Terminal Business days (ie the day of arrival plus one Intermodal Terminal Business Day) and storage for this period is included in the Rates. The specified time period may vary if a container is moving under a customs bond.

8.2 All empty containers must be picked up from the Intermodal on the day of arrival in Adelaide.

8.3 Hazardous and loaded Reefer containers must be picked up from the Intermodal Terminal on day of arrival.

8.4 If it is not possible to move containers directly between the Melbourne Rail Terminal and the relevant Container Terminal, off-terminal storage can be arranged. Any off-terminal movements will be subject to additional charges.

8.5 If the Customer does not comply with the timing in clauses clause 8.1 to 8.3 above, Patrick may charge for the storage of the Goods and may remove the Goods to a storage facility or treat the Goods as Abandoned Goods at the Customer's risk and expense.

8.6 The Customer must not in any circumstances abandon any Goods and Patrick will be entitled, on twenty eight (28) days notice, to dispose of Abandoned Goods at the Customer's cost and liability (including any Additional Fees and Charges associated with storage of the Abandoned Goods prior to disposal) in any manner it deems reasonable

and the Customer will not be entitled to any compensation in respect of those Abandoned Goods or their disposal

9 Variations

Subject to the remainder of this clause 9, Patrick may vary this Terminal Operating Protocol from time to time by providing 30 days' prior notice. If Patrick determines that a variation is necessary or appropriate for the proper, efficient or safe provision of the Intermodal Services, Patrick may vary this Terminal Operating Protocol immediately.

Schedule 1 Dictionary

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 Terminal Operating Protocol.
- (b) If there is any inconsistency between a provision of this Terminal Operating Protocol and any provision of an Access Agreement, the provision of the Access Agreement prevails, unless it is clear a contrary intention appears.

2. Defined terms

Adelaide Rail Intermodal Terminal means the Adelaide Freight Terminal operated by Pacific National in Adelaide

Additional Fees and Charges means the fees and charges which are payable in addition to the Rates and published on Patrick's website at www.patrick.com.au from time to time.

Cargo Acceptance Period means the duration of the Container Terminal receipt period of the vessel the export container is planned to be loaded on.

Container Terminal means a container terminal at Port of Melbourne operated by:

- (a) Patrick;
- (b) DP World Australia; or
- (c) Victoria International Container Terminal Ltd.

Customer means the person/s identified in the Rate Card or if no Rate Card exists, the person receiving the Intermodal Services.

Dangerous Goods means dangerous goods as defined in the Australian Dangerous Goods Code and, to the extent not otherwise stated in the Australian Dangerous Goods Code, means any Goods which are dangerous, volatile, explosive, inflammable or offensive or which may become so, or which may become harmful to any person, property or the environment.

Hazardous Surcharge means a surcharge levied in accordance with clause 6.6 and published by Patrick on its website.

Import Delivery Order means the order given electronically (EIDO) by the Customer to Patrick at least 48 hours prior to date of access to the Container Terminal, in order to take delivery of an Import container.

Intermodal Services means:

- (a) For imports – the collection from the relevant Container Terminal, handling, transportation and delivery to the Intermodal Terminal; and
- (b) For exports – the receipt at the Intermodal Terminal, handling, transportation and delivery to the relevant Container Terminal,
of containers.

Intermodal Terminal means the Adelaide Freight Terminal operated by Pacific National in Adelaide.

Melbourne Rail Terminal means the rail terminal at South Dynon operated by Pacific National.

Patrick means Patrick Stevedores Operations Pty Ltd ACN 065 375 840.

Patrick Terms and Conditions means the Patrick Standard Terms and Conditions – intermodal Services, as amended from time to time and published on Patrick’s website.

Patrick’s website means the website found at www.patrick.com.au

Pre Receipt Advice means the electronic lodgement of appropriate paperwork with Patrick at least 48 hours prior to date of access to the Intermodal Terminal for exports

Protocol means this Adelaide Rail Operating Protocol in respect of the Intermodal Services, as amended from time to time and published on Patrick’s website.

Reefer Services means the services described in clause 7.3.

Slot means the opportunity for the making of a Booking within a specified time period.

Temperature Controlled Goods means Goods which require temperature control.