

Terminal Operating Protocol

Introduction

1.1 Purpose

This Terminal Operating Protocol provides for the proper, efficient and safe provision of the Services and management of the Terminal.

1.2 Interpretation

In this Terminal Operating Protocol, a term or expression starting with a capital letter which is defined in the Port of Melbourne – Rail Management Agreement (**RMA**), has the meaning given to it in the RMA.

2 General

2.1 Information required from Access Holders

- (a) To enable the RTO to properly and efficiently manage and operate the Terminal, provide access to and from the Terminal, and provide Services to the Access Holder, the Access Holder will provide the RTO with such documents or information as reasonably required by the RTO from time to time, including (but not limited to):
 - (i) relevant up to date rail certificates and approvals;
 - (ii) safety audits;
 - (iii) technical data; and
 - (iv) any other documents or information reasonably required by the RTO.
- (b) The Access Holder will provide the information referred to in clause above in the format reasonably required by the RTO.

2.2 IT System Integration

- (a) The RTO will provide the Access Holder with access to a system of container tracking.
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3 Terminal schedule

- (a) The RTO will prepare a Schedule for the Terminal which it will publish on its website and manage in accordance with the Capacity Allocation Protocol.

- (b) The Schedule will include, at a minimum, the following details:
 - (i) all Windows potentially available to an Access Seeker or Access Holder within the Terminal's operating hours;
 - (ii) details of any Windows that are already subject to an Access Agreement, including:
 - (iii) name of Access Holder;
 - (iv) Access Agreement expiry date;
 - (v) Ramp-up Period; and
 - (vi) agreed turn-around time.
 - (c) The RTO will use all reasonable endeavours to facilitate the operation of the Terminal in accordance with the Schedule.
 - (d) The RTO may vary the Schedule from time to time in accordance with the Capacity Allocation Protocol. Any variations to the Schedule must not impact existing Access Rights.
 - (e) The RTO must keep the Schedule up to date with current information.
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4 Loading and unloading trains

4.1 General

- (a) The RTO will take reasonable steps to make available sufficient equipment to lift maximum container weights as shown on compliance plates of certified containers that conform to ISO/Australian Standard NZS 3711, where and to the extent required to provide Services.

4.2 Train loading

- (a) Within the timeframe agreed between the RTO and the Access Holder, and where no timeframe is agreed at least 24 hours prior to departure of a Train, the Access Holder will provide the RTO with :
 - (i) train configuration, number and sequence of wagons, type of wagons and wagon weights required;
 - (ii) marshalling requirements;
 - (iii) return loading plan; and
 - (iv) container bookings.
- (b) The Access Holder must provide any other reasonable information as requested by the RTO.
- (c) The Access Holder will be responsible for the timely presentation of the wagon consist to allow the RTO to load containers in accordance with the load plan.

- (d) The RTO will check containers to ensure they are safe for loading having regard to container integrity, load restraint and compliance plating. The RTO will advise the Access Holder of containers which are not safe for loading.
- (e) The RTO will use reasonable endeavours to load the Train in accordance with the load plan.
- (f) The RTO will manage variations to the load plan and will advise the Access Holder of any such variations.
- (g) The RTO will load the containers within the safety conditions of the wagon consist presented by the Access Holder having regard to axle load, height, drawbar and network restrictions.
- (h) The RTO will not be obliged to load a container which is not received in the Terminal prior to two (2) hours before the scheduled departure time, but the RTO will use reasonable endeavours to do so subject to the RTO's obligations to other Access Holders and provided the RTO considers it is efficient to do so (in the RTO's absolute discretion).
- (i) The Access Holder will provide the RTO with all necessary written authorities to deal with the containers to be loaded onto the Access Holder's Trains, including, for example:
 - (i) written authorities enabling access to containers for the purposes of:
 - (A) inspecting containers to check that they are within specification;
 - (B) checking the safety of the container; and
 - (ii) any other documents or information reasonably required by the RTO.
- (j) The Access Holder will ensure that any loading standards, marshalling requirements and network restrictions have been met during the pre-departure check. For avoidance of any doubt, the ultimate responsibility for the Train to be safely loaded in accordance with any required standards prior to its release onto the network remains with the Access Holder.

4.3 Train unloading

- (a) At least twelve (12) hours prior to the scheduled arrival time of a Train, the Access Holder will provide the RTO with notification of the nature and description of the goods loaded on the Train and confirm that the Train has been safely loaded in accordance with any required standards prior to its release onto the network.
- (b) The RTO will check containers to ensure they are safe for unloading, having regard to container integrity, load restraint and plating compliance. The RTO will advise the Access Holder of containers which are not safe for unloading.
- (c) The Access Holder will provide the RTO with all necessary written authorities to deal with the containers to be unloaded from the Access Holder's Trains, including, for example:
 - (i) written authorities enabling access to containers for the purposes of:
 - (A) inspecting containers to check that they are within specification;

- (B) checking the safety of the container; and
 - (ii) any other documents or information reasonably required by the RTO.
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5 Daily variations

- (a) The Access Holder will use best endeavours to provide 24 hours' notice to the RTO if a Train is likely to arrive before or after its scheduled arrival time.
 - (b) In respect of arriving Trains:
 - (i) For Train arrivals at or before the scheduled arrival time, the RTO will provide the Services and use best endeavours to ensure the Train departs on time.
 - (ii) For Train arrivals after the scheduled arrival time, when possible, the RTO will allocate resources and amend its operating plan to service Access Holders' late arriving Trains in a timely fashion, subject to its obligation to use best endeavours to maximise throughput of the Terminal during operating hours.
 - (c) Access Holders may request the RTO to:
 - (i) give priority to the provision of Services to certain of their Trains;
 - (ii) vary the Cut-Off Times or Train departure times to accommodate variations; and
 - (iii) prioritise the container loading to meet customer expectations.
 - (d) The RTO will use best endeavours to comply with requests made under subparagraph (c) as long as there are no negative impacts on others from doing so.
 - (e) If a Train cannot be completed on schedule, the RTO will advise Access Holders and the Port Rail Manager no later than two (2) hours prior to the scheduled departure time and use best endeavours to recover the schedule as rapidly as possible on terms included in the Terminal Access Arrangement.
 - (f) If a Train fails within the Terminal, the RTO will, or will use best endeavours to procure that the appropriate party, clear the failed Train as soon as is practical.
 - (g) If a Train becomes an Unhealthy Train, regardless of whether the delay was caused by or was the fault of the RTO, the RTO must take all reasonable steps to make up time, including servicing the Train at the next available Window. but must not do so at the detriment of other Healthy Trains.
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6 Gate entry and exit procedures

- (a) The RTO will publish the Terminal Operating Hours on its website from time to time. The RTO will provide reasonable notice of any change to the Terminal Operating Hours to Access Holders.
- (b) The RTO will provide standard freight opening and closing receipt times for each of the Access Holder's Train services that will be consistent across all Access Seekers[

- (c) For the purpose of maximising slot utilisation, the Access Holder may request that the RTO receive containers prior to the opening and closing times. These containers would be known as pre-receivals.
 - (d) The RTO will notify the Access Holder of any exceptions in data or load integrity that impacts on the successful in-gating or out-gating of the Access Holder's containers. The Access Holder will be responsible for resolving any data or load integrity exceptions that arise out of the in-gating or out-gating process and immediately notify the RTO once the exception has been resolved.
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7 Safety

7.1 Safety management plan

- (a) The RTO will prepare, and publish on its website, a safety management plan for the Terminal.
- (b) The RTO will provide to the Access Holder all information necessary for the safe operation of the Access Holder's Trains within the Terminal.
- (c) The RTO and Access Holder will comply with the safety management plan for the Terminal.
- (d) The safety management plan will include obligations for all relevant parties to have and maintain appropriate interface agreements.
- (e) The Access Holder will develop and provide to the RTO a safety management plan for its rail operation that is consistent with requirements of the RTO's safety management plan.

7.2 General safety obligations

- (a) The RTO has sole control of Terminal site. The Access Holder is only permitted to enter the Terminal site with prior permission from the RTO.
- (b) The RTO has the right to remove or direct the immediate removal of Access Holder, containers and/or any other property from within the Terminal on safety grounds.
- (c) The Terminal has a zero limit for alcohol and other drugs and a policy of random testing.
- (d) The RTO and the Access Holder will ensure:
 - (i) compliance with the safety management plan for the Terminal; and
 - (ii) all Rolling Stock, plant and equipment admitted to the Terminal is safe and is operated in a safe manner.
- (e) The RTO has the authority to enforce that the Access Holder will ensure its employees, contractors and site visitors entering the Terminal (excluding any administration buildings) comply with the following personal protective equipment:
 - (i) long sleeved shirt, with sleeves rolled down;
 - (ii) high visibility vest or shirt;

- (iii) broad brimmed or Legionnaire style hat;
 - (iv) protective footwear;
 - (v) protective safety glasses; and
 - (vi) protective safety glove and hearing protection when accessing the locomotive provisioning facility.
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8 Performance measures

- (a) The RTO will consult with Access Holders on the performance measures, targets and action plans.
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9 Variation of the Terminal Operating Protocol

- (a) The RTO may vary the Terminal Operating Protocol from time to time, if the RTO determines that a variation is necessary or appropriate for the proper, efficient or safe provision of the Services or management of the Terminal.
- (b) The ability of the RTO to vary the Terminal Operating Protocol is subject to any consents or approvals that the RTO is required to obtain.
- (c) Any variation to the Terminal Operating Protocol must be consistent with the Port Rail Access Protocols.