

Access and Pricing Policy

Rail Pad Adjacent Inner Harbour Berth 29, Port Adelaide

1. Introduction

1.1 Operator of the Rail Pad

Flinders Ports is the lessee / underlessee of the land upon which the Rail Pad and Berth 29 Rail are located. Flinders Ports is the infrastructure manager for the Berth 29 Rail and manages access to the Rail Pad.

1.2 Commitment to third party access

Flinders Ports is committed to providing Third Parties with voluntary, non-discriminatory access to the Rail Pad under the framework described in this Policy.

1.3 Purpose of this Access & Pricing Policy

This Policy outlines the basis on which Flinders Ports intends to provide Third Parties with access to the Rail Pad. It aims to:

- promote the safe, economically efficient, and fair use of and investment in the Berth 29 Rail and servicing infrastructure on a non-discriminatory basis to promote competition in, and maximise product volumes through, the Port import and export supply chain, while
- protecting the legitimate business interests of Flinders Ports in connection with the Rail Pad and Berth 29 Rail, including (but not limited to) its investment in the Rail Pad, and ensuring that Flinders Ports can recover from Rail Pad Users the costs of providing access to the Rail Pad and Berth 29 Rail, including its operating and maintenance costs and the return of, and a commercial return on, its investment.

2. Scope

This Policy applies to any Third Party seeking access to the Rail Pad for the purpose of loading or unloading trains on the Berth 29 Rail.

3. Voluntary non-discriminatory access

3.1 Rail Pad access

Flinders Ports will use its best endeavours to ensure that, where there is spare capacity in the Rail Pad, all Third Parties who submit a Rail Servicing Application in accordance with the requirements of this Policy have an equal opportunity to access the Rail Pad on the terms and conditions set out in the Standard Rail Servicing Licence.

3.2 No unfair discrimination

(a) Flinders Ports will, in dealing with:

- (i) Rail Servicing Applications made under this Policy; and
- (ii) applications and requests for additional access rights made under the terms of Rail Servicing Licences,

use its best endeavours to ensure that it does not unfairly discriminate between Third Parties, Rail Pad Users and its own operations (if and to the extent that they use the Rail Pad).

(b) To avoid doubt, discrimination will not be unfair discrimination if:

- (i) that discrimination reasonably reflects Flinders Ports' bona fide different costs or risks associated with providing different Third Parties and Rail Pad Users with access to the Rail Pad, including by reason of:

- A. Third Party or Rail Pad User specific site or operational requirements;
 - B. differences in terms and conditions (including Access Fees) as a consequence of bona fide differences between Third Parties' and Rail Pad Users' respective requirements, and the times at and circumstances under which Third Parties and Rail Pad Users enter into Rail Servicing Licences; or
 - C. creditworthiness and standing, managerial capacity, health and safety compliance and capacity to carry out proposed operations at the Rail Pad; or
- (ii) without limiting and subject to clause 6.9, Flinders Ports considers that it is desirable to offer and/or provide volume discounts on Access Fees in respect of an end customer's task for the purpose of directly or indirectly maximising product volumes through the Port import and export supply chain (including Berth 29 and the Rail Pad).

4. Process for obtaining access

4.1 Rail Servicing Licence

- (a) Access to the Rail Pad by a Third Party will be governed by and subject to the terms of a Rail Servicing Licence.
- (b) Flinders Ports is under no obligation to provide access to a Third Party unless and until they enter into a Rail Servicing Licence.

4.2 Application for Rail Servicing Licence

- (a) To obtain access, a Third Party (other than a Rail Pad User who is already entitled to access under a Rail Servicing Licence) must submit a Rail Servicing Application to Flinders Ports detailing their intended use of the Rail Pad including:
 - the proposed Train Windows to which the Third Party seeks access;
 - the proposed initial number of 2TEU Slots and 3TEU Slots to which the Third Party seeks access;
 - the anticipated Container volumes per Train associated with the access the Third Party seeks; and
 - any special requirements.
- (b) To obtain additional access rights beyond those to which a Rail Pad User is already entitled under a Rail Servicing Licence, the Rail Pad User must make an application for those additional access rights under and in accordance with the terms of its Rail Servicing Licence (and not make a Rail Servicing Application).
- (c) A Third Party that intends to submit a Rail Servicing Application should confer with Flinders Ports before doing so.

4.3 Good faith negotiations

- (a) If an entity submits a Rail Servicing Application, then Flinders Ports will negotiate with the Third Party that made that Rail Servicing Application with a view to entering into a Rail Servicing Licence.
- (b) Flinders Ports and the Third Party must at all times negotiate in good faith. If Flinders Ports considers that a Third Party is not negotiating in good faith, then it may immediately terminate negotiations with that entity.
- (c) If a Rail Pad User makes an application for additional access rights under and in accordance with the terms of its Rail Servicing Licence, then Flinders Ports will deal with that application as

required by the Rail Servicing Licence and clause 3 of this Policy.

4.4 Preconditions to negotiations and Rail Servicing Licence

Flinders Ports will not proceed with negotiations and will not enter into a Rail Servicing Licence with a Third Party unless:

- (a) the Third Party has all other supply chain rights required to facilitate and enable the use of the Rail Pad and Berth 29 Rail (for example, any authorisations that are required);
- (b) if the Third Party is not the end customer, the Third Party has demonstrated genuine customer need for handling the relevant customer product in respect of which access is sought by the Third Party;
- (c) if required, the Third Party has a rail haulage agreement for the haulage of product to and/or from the Rail Pad during the term of the access sought;
- (d) the Third Party has access to any other services and facilities required to make use of the Rail Pad and Berth 29 Rail;
- (e) the Third Party has the ability to access the financial resources required to meet the Third Party's potential liabilities under a Rail Servicing Licence, including (without limitation) the payment of:
 - (i) fees, prices and charges for use of the Rail Pad; and
 - (ii) insurance premiums and deductibles under any required policies of insurance;
- (f) there is sufficient spare capacity to provide the access sought; and
- (g) the provision of the access sought by the Third Party is, in the opinion of Flinders Ports, consistent with the safe and reliable, efficient and fair use, operation and development of the Rail Pad, Berth 29 and Inner Harbour.

5. Rail Servicing Licence

5.1 Standard Rail Servicing Licence

The terms on which Flinders Ports is prepared to negotiate with a Third Party under clause 4 of this Policy are set out in the Standard Rail Servicing Licence.

5.2 Agreed Rail Servicing Licence

The agreed terms of a Rail Servicing Licence may contain:

- (a) terms that reflect the terms of the Standard Rail Servicing Licence; and/or
- (b) such other terms that Flinders Port and a Third Party agree, provided that Flinders Ports complies with clauses 3.2 and 6.3 of this Policy.

5.3 Rail Servicing Licences may differ

- (a) Subject to clauses 3.2 and 6.3, nothing in this Policy limits, or is intended to limit, the terms on which Flinders Ports may enter into a Rail Servicing Licence with a Third Party.
- (b) A Rail Servicing Licence, as long as Flinders Ports complies with clauses 3.2 and 6.3, need not contain the same provisions as another Rail Servicing Licence.

5.4 Matters to be covered by a Rail Servicing Licence

A Rail Servicing Licence will address all of the matters that are addressed in the Standard Rail Servicing Licence and any other matters agreed by Flinders Ports and a Third Party.

5.5 Determination of Train Windows, associated access and Container storage slots

- (a) A Rail Servicing Licence will, among other things, confer rights as to the use of:
 - (i) a Train Window or Train Windows;
 - (ii) a Staging Window or Staging Windows; and
 - (iii) Short-term Storage Slots (which may only be used for storing any one container for a maximum of one continuous week).
- (b) Subject to clause 5.5(c) of this Policy, in dealing with any Rail Servicing Application and negotiating any Rail Servicing Licence, Flinders Ports will act reasonably in determining whether to allocate to a Third Party any Train Window or Train Windows, Staging Window or Staging Windows, and Short-term Storage Slots.
- (c) In allocating Train Windows, Staging Windows and Short-term Storage Slots, Flinders Ports will be guided by the principle of undertaking allocations on an open basis, consistent with:
 - (i) clause 3.2 of this Policy;
 - (ii) the availability and capacity of the Rail Pad to accommodate requested Train Windows, Staging Windows or Short-term Storage Slots;
 - (iii) Flinders Ports' incentives to maximise throughput on the Rail Pad and Port;
 - (iv) Flinders Ports' legitimate business interests;
 - (v) safety and operational requirements; and
 - (vi) genuine Third Party needs (or the needs of the end customer).
- (d) Other than for Ad hoc Use, Flinders Ports will allocate each Train Window, Staging Window and Short-term Storage Slot to Rail Pad Users for a minimum period of 12 months and the Rail Pad User must pay for such Train Window, Staging Window and Short-term Storage Slot allocated to them on a take or pay basis.
- (e) If a Rail Pad User requires Ad hoc Use, then:
 - (i) the Rail Pad User may apply to Flinders Ports for the allocation of an ad hoc Train Window, Staging Window and/or Short-term Storage Slot in such manner as Flinders Ports determines (acting reasonably) without the need for a 12 month minimum commitment; and
 - (ii) Flinders Ports will reasonably consider such request provided that any Ad hoc Use is for not more than three occasions in any 12 month period.
- (f) If a Rail Pad User requires or uses an ad hoc Train Window, Staging Window and/or Short-term Storage Slot on more than three occasions in any 12 month period, then the Rail Pad User will be required to apply for relevant access rights for a minimum 12 month period.
- (g) For safety reasons, only one Rail Pad User will be entitled to access the Rail Pad at any time.
- (h) In allocating Train Windows and Staging Windows, Flinders Ports will ensure that there is a minimum 1 hour buffer between allocations to different Rail Pad Users to ensure the safe and efficient operation of the Rail Pad.
- (i) A Rail Servicing Licence will, among other things, deal in detail with the variation of Train Windows, Staging Windows and Short-term Storage Slots, including transfer or reallocation by Flinders Ports, temporary or permanent variations, and reductions (including by reason of Rail Pad User relinquishment or by Flinders Ports where it reasonably determines that a Rail Pad User does not have a genuine need for the access to which it is entitled).

- (j) Should one Rail Pad User's Staging Window be scheduled at a time another Rail Pad User or prospective Rail Pad User requires a new Train Window (in order to align with rail network access timing), Flinders Ports will consult with the existing Rail Pad User regarding rescheduling of the relevant Staging Window in order to accommodate the other Rail Pad User's required Train Window while minimising the impact on the existing Rail Pad User.

6. Fees

6.1 Access fees payable will be in Rail Servicing Licence

The Access Fees that a Rail Pad User must pay will be determined and adjusted under and in accordance with the terms of its Rail Servicing Licence with Flinders Ports.

6.2 Access fees for new Rail Pad Users

- (a) The Access Fees that a Third Party will pay when it first enters in a Rail Servicing Licence will be determined and adjusted in accordance with this clause 6.
- (b) Flinders Ports will publish a list of those Access Fees on the Flinders Ports Website as they apply and are adjusted from time to time.

6.3 Non-discrimination and Access Charges

- (a) Flinders Ports' intention is that, to greatest extent practicable, the Access Fees:
 - (i) paid by Rail Pad Users and offered to Third Parties will be consistent across and between them; and
 - (ii) determined and adjusted in accordance with this clause 6 will be transparent and provide an equal starting point for all Third Parties and Rail Pad Users who seek access to the Rail Pad.
- (b) Consistent with clause 3.2 and without derogating from clause 6.9, Flinders Ports:
 - (i) will not unfairly discriminate between Third Parties, Rail Pad Users and its own operations (if and to the extent that they use the Rail Pad) in relation to Access Fees; and
 - (iii) to avoid doubt, will not engage in unfair discrimination if it:
 - A. offers Access Fees to a Third Party; or
 - B. enters into a Rail Servicing Licence which contains Access Fees, that differ from those offered to other Third Parties or contained in other Rail Servicing Licences if:
 - A. the differential treatment reasonably reflects Flinders Ports' bona fide different costs or risks associated with providing the Third Parties or Rail Pad Users with access to the Rail Pad, including by reason of:
 - a. site or operational requirements that are specific to a Third Party or Rail Pad User;
 - b. differences in terms and conditions as a consequence of bona fide differences between a Third Party's or Rail Pad User's respective requirements, and the times at and circumstances under which they enter into Rail Servicing Licences; or

- c. creditworthiness and standing, managerial capacity, health and safety compliance and capacity to carry out operations at the Rail Pad; or
- B. without limiting and subject to clause 6.9, Flinders Ports considers, it is desirable to offer and/or provide volume discounts on Access Fees in respect of an end customer's task for the purpose of directly or indirectly maximising product volumes through the Port import and export supply chain (including Berth 29 and the Rail Pad).

6.4 Initial Access Fees

The initial Access Fees that apply as at 1 November 2024 are:

- (a) a **Rail Pad Licence Fee**: \$1,000 p.a. payable on the date of, and each anniversary of, a Rail Pad User's Rail Servicing Licence; and
- (b) a **Rail Pad Access Fee** for each calendar month (or any part thereof) which is the greater of X and Y, where:

X = the amount calculated at \$250 per 3 hour period, or part thereof, of all Train Windows during the month; or

Y = the amount equal to the aggregate of:

- (i) \$140 per 3TEU Slot; and
- (ii) \$98 per 2TEU Slot,

allocated to a Rail Pad User by Flinders Ports for the relevant month or any part thereof; and

6.5 Adjustment of Access Fees

- (a) Flinders Ports will, for the purposes of clause 6.2 of this Policy, review and adjust the Access Fees and each component of the Access Fees on an annual basis to determine the Access Fees that are to apply for the following 12 months by applying the CPI Review Methodology to the then existing Access Fees, other than on each 5th anniversary of 1 November 2024 at which time the Rail Pad Access Fee will be adjusted in accordance with the Market Review Methodology.
- (b) Details of any change to the fees will be published on the Flinders Ports Website prior to the changes taking effect.

6.6 Rail Pad Access Fee is take-or-pay

The Rail Pad Access Fee for a Train Window is payable regardless of whether a Train is serviced at the Rail Pad during that Train Window.

6.7 No additional Access Fee for Staging Window

There will be no additional Access Fee in respect of the allocation or use of a Staging Window to a Rail Pad User.

6.8 Interference Charge

- (a) A Rail Servicing Licence will provide Flinders Ports with the right to charge a Rail Pad User an **"Interference Charge"** (in its discretion) if a Rail Pad User overstays its allocated Train Window or Staging Window, and that overstay interferes with an allocated Train Window or Staging Window provided to another Rail Pad User.
- (b) In general terms, an Interference charge will be equal to Flinders Ports' estimate of the amount of loss or damage that Flinders Ports suffers or incurs, or is likely to suffer or incur, as the result of the Rail Pad User overstaying its Train Window or Staging Window.
- (c) The maximum amount of the Interference Charge will be capped at:

- (i) \$1,250 as at 1 November 2024 (**Initial Interference Charge**), which may be adjusted in accordance with clause 6.8(c)(ii); or
- (ii) such other amount as Flinders Ports publishes on the Flinders Ports Website from time to time for the purpose of relevant clauses in Rail Servicing Licences provided that amount does not increase the Initial Interference Charge by more than 10% from one calendar year to the next,

per three hour period (or part thereof) for any Train Window or Staging Window, interfered with by such an overstay.

6.9 Access Fees where end customer is conducting a competitive tender process

- (a) This clause 6.9 applies if an end customer (“**Relevant End Customer**”), Third Party or Rail Pad User notifies Flinders Ports in writing that:
 - (i) the Relevant End Customer is conducting a competitive tender under which it invites bids from Third Parties and/or Rail Pad Users to supply services to that Relevant End Customer for the haulage by rail of product to or from the Port; and
 - (ii) the successful Third Party or Rail Pad User in that competitive tender will require access to the Rail Pad for the purpose of providing that service.
- (b) If this clause applies, then Flinders Ports will ensure that it offers the same Access Fees to all Third Parties and Rail Pad Users in respect of the product that they will, if successful in the competitive tender process, haul for the Relevant End Customer to or from the Port and in respect of which they require access to the Rail Pad.
- (c) Despite clause 6.9(b) and consistent with clause 3.2(b), Flinders Ports may offer the different Access Fees to different Third Parties and Rail Pad Users if and to the extent that differential treatment reasonably reflects Flinders Ports’ bona fide different costs or risks associated with providing the Third Parties or Rail Pad Users with access to the Rail Pad, including by reason of:
 - (i) site or operational requirements that are specific to a Third Party or Rail Pad User;
 - (ii) differences in terms and conditions as a consequence of bona fide differences between a Third Party’s or Rail Pad User’s respective requirements, and the times at and circumstances under which they enter into Rail Servicing Licences; or
 - (iii) creditworthiness and standing, managerial capacity, health and safety compliance and capacity to carry out operations at the Rail Pad.

7. Dispute resolution procedure

7.1 Disputes

- (a) Flinders Ports and a Third Party must seek to resolve any dispute between them in relation to this Policy under the procedure in this clause 7.
- (b) For the purpose of this procedure, “dispute”:
 - (i) includes failing to enter into a Rail Servicing Licence within 90 days of a Third Party making a Rail Servicing Application; and
 - (ii) does not include a dispute arising out of or in relation to a Rail Servicing Licence that is entered into by Flinders Ports and a Rail Pad User.

7.2 Dispute resolution negotiation

- (a) (**Restriction**) Neither Flinders Ports nor a Third Party may refer a dispute to a court, arbitration, mediation or other form of dispute resolution unless they have complied with this clause 7.2.

- (b) **(Dispute notification)** A party that asserts there is a dispute must notify the other parties of that dispute and the details of the dispute.
- (c) **(Negotiation)** Each party must refer the dispute to an authorised officer for consideration and use its best efforts to resolve the dispute through negotiation between the parties within a period of 21 days following notification of the dispute (or another period agreed by the parties).
- (d) **(Referral)** If the authorised officers fail to resolve the dispute within 21 days following notification of the dispute (or another period agreed by the parties), then each party must immediately refer the dispute to its Chief Executive Officer.
- (e) **(Mediation)** If a dispute is referred to a chief executive officer, then each party must use their best efforts to resolve the dispute by agreement or through an agreed mediation procedure.
- (f) **(Process termination)** If a party has complied with this clause, then that party may terminate the dispute resolution process by notice to the other party at any time after 21 days from the date of referral of the dispute to its Chief Executive Officer.
- (g) **(Restriction release)** A party is not required to comply with this clause 7.2 in relation to a dispute where the other party is in breach or wilful default under this clause 7.2.

7.3 Effect of failure to resolve dispute

If a dispute remains unresolved following the process set out in clause 7.2, then:

- (a) Flinders Ports may, if the dispute arose in connection with a Third Party seeking access to the Rail Pad, including by submitting a Rail Servicing Application, immediately terminate negotiations with the relevant Third Party and is under no obligation to continue to deal with that party in respect of its Rail Servicing Application or any other matter, including any Rail Servicing Application in respect of the same or a substantially equivalent request for access in the 12 months following that Rail Servicing Application; and
- (b) if the dispute arose in connection with some other matter, that matter is at an immediate end and Flinders Ports may continue to administer, review and vary this Policy according to its terms.

8. Review and Amendments

This Policy may be reviewed and amended by Flinders Ports from time to time. Any amendments will be published on the Flinders Ports Website at least 14 days before the change takes effect.

9. Defined terms

9.1 Defined terms

In this Policy (unless the context requires otherwise):

2TEU Slot means a Short-term Storage Slot in respect of which TEUs are to be stacked two TEUs high.

3TEU Slot means a Short-term Storage Slot in respect of which TEUs are to be stacked three TEUs high.

Access Fees means the fees that a Rail Pad User must pay for access to the Rail Pad.

Ad hoc Use means the loading or unloading of, or storage for, a train seeking access on a one-off basis.

Berth 29 means the Berth known as Berth 29 at the Inner Harbour in the Port.

Berth 29 Rail means the rail track that is located immediately adjacent to the Rail Pad.

CPI means the Consumer Price Index (All Groups) for the weighted average for the eight Australian capital cities as published by the Australian Bureau of Statistics or the Commonwealth of Australia or if that Index ceases to be published then the index which is substituted for it by the Australian Bureau of Statistics or the Commonwealth of Australia.

CPI Review Methodology means, at a particular date for calculation (**CPI Review Date**), the amount calculated by applying the following formula:

A = the greater of (B x 1.03) and $\frac{B \times C}{D}$ where:

A is the new amount of the fee as at the CPI Review Date;

B is the amount of that fee immediately before the CPI Review Date;

C is the CPI for the quarter ending before the CPI Review Date; and

D is the CPI for the corresponding quarter ending 12 months before the CPI Review Date.

Container means a TEU or other relevant container for the storage and transportation of cargo.

Current Market Rent means the rent determined by a qualified valuer (being an individual with the professional designation corresponding to valuer as designated by the Australian Property Institute or equivalent body) as the annual rent that could reasonably be obtained for the Rail Pad in the open market by a willing but not anxious owner. The valuer's appointment shall also include a requirement that the valuer accept instructions to undertake the determination on the following basis:

- (a) promptly on appointment the valuer shall:
 - (i) notify Flinders Ports and each Rail Pad User of the valuer's acceptance of the appointment; and
 - (ii) seek written submissions from or on behalf of Flinders Ports and each Rail Pad User as to the matters which the valuer ought to consider in making the determination;
- (b) the valuer shall give consideration to Flinders Ports' and each Rail Pad Users' submissions before making the determination provided that the submissions are made within the time reasonably required by the valuer;
- (c) the valuer shall:
 - (i) undertake the valuation on the basis that the Rail Pad is unoccupied and able to be used solely by the owner for providing services similar to those contemplated under a Rail Servicing Licence;
 - (ii) take into account:
 - A. all amounts payable by the owner of the Rail Pad in respect of the Rail Pad which are not payable by or recoverable from a Rail Pad User (and, to the extent such amounts are not known, a reasonable estimate of those amounts), other than income tax, capital gains tax and any GST payable by the owner;
 - B. Flinders Ports (or its relevant related bodies corporate's) ownership of the adjacent properties such that they can be used together with the Rail Pad, under relevant leases or licences, to conduct stevedoring activities at Berth 29; and
 - C. any increase in value of the Rail Pad arising from any fittings or other property erected or installed by or on behalf of the owner; and
 - (iii) not take into account any damage to or destruction of the Rail Pad nor any consequential cessation or suspension of fees payable by a Rail Pad User;

- (d) the valuer shall set out in reasonable detail the matters which the valuer has considered and full reasons for the determination;
- (e) the valuer's determination shall be made within 30 days following the valuer's acceptance of the appointment and the valuer shall send a copy of the determination to each of Flinders Ports and each Rail Pad User promptly on its making; and
- (f) if the valuer fails to make the determination within 30 days after accepting the appointment or becomes incapacitated or dies or resigns from the appointment then another valuer may be appointed to act in accordance with Policy.

Flinders Ports means Flinders Ports Pty Ltd ACN 097 377 172.

Flinders Ports Website means the website at www.flindersports.com.au or such other site as Flinders Ports uses from time to time.

Interference Charge has the meaning given in clause 6.8(a).

Market Review Methodology means at a particular date for calculation (each a **Market Review Date**), the amount calculated by applying the following formula:

A = the greater of E and $\frac{B \times C}{D}$ where:

A is the new amount of the fee as at the Market Review Date;

B is the amount of that fee:

- (i) on the first Market Review Date – at 1 November 2024; and
- (j) on each subsequent Market Review Date – as calculated at the immediately preceding Market Review Date;

C is the Current Market Rent as at the Market Review Date; and

D is the Current Market Rent:

- (i) on the first Market Review Date – at 1 November 2024; and
- (j) on each subsequent Market Review Date – as calculated at the immediately preceding Market Review Date;

E is the amount determined by applying the CPI Review Methodology to B at the Market Review Date as if the Market Review Date was a CPI Review Date.

Plan means the plan attached as Annexure A.

Policy means this document.

Port means the Port of Port Adelaide.

Rail Pad means the area depicted as 'Rail Pad' on the Plan.

Rail Pad User means a Third Party who has entered into, and is party to, a current Rail Servicing Licence with Flinders Ports.

Rail Servicing Application means an application for a Rail Servicing Licence in the form set out in Annexure B or as otherwise published on the Flinders Ports Website from time to time.

Rail Servicing Licence means a licence entered into by Flinders Ports (as licensor) with a Third Party (as licensee) in respect of the non-exclusive use of the Rail Pad for, amongst other things the loading and/or unloading by the Third Party of Trains on the Berth 29 Rail.

Rolling Stock means any vehicle that operates on or uses a railway track including a locomotive, light inspection vehicle, trolley, carriage, and wagon.

Short-term Storage Slot means an area for the temporary storage of a Container after unloading from a Train or prior to loading on a Train as designated by Flinders Ports from time to time.

Staging Window means the use of the Rail Pad before and after a Train Window for pre and post Train staging for a period that is equal to the period of the Train Window.

Standard Rail Servicing Licence means a document that sets out the terms and conditions, including as to price, on which Flinders Ports is prepared to negotiate for the purpose of providing access to the Rail Pad and enter into a Rail Servicing Licence as published on the Flinders Ports Website from time to time.

TEU means a twenty-foot equivalent unit whether full or half height.

Third Party means a person other than Flinders Ports or its related bodies corporate.

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

Train Window means an access period for sole use of the Berth 29 Rail, being a defined period of hours during which the Rail Pad is available in respect of a nominated Train for servicing by the Rail Pad User.

ANNEXURE A

Plan



Port Adelaide Berth 29 Precinct
Common User & Stevedore Area

Produced by: Hydro Survey – Flinders Ports
 Data Sources: Flinders Port Holdings, Geos SA, Arcswatch PhotoMaps
 Compiled Date: Thursday, 31 October 2024
 Datum: Geocentric Datum of Australia, 1984 Projection: Zone54
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ANNEXURE B

Application Form

<p>Details of the access seeker:</p> <ul style="list-style-type: none"> - Name: - Company/Business address: - ABN: - Contact details: 	
<p>Brief description of proposed operations at the Berth 29 Rail Pad (including whether the requested service is regular or ad hoc):</p>	
<p>Date on which proposed services are to commence:</p>	
<p>Train Window requested specifying:</p> <ul style="list-style-type: none"> - Day of week and time - Arrival: - Day of week and time - Departure: 	
<p>Origin (arrival):</p> <p>Destination (departure):</p>	
<p>Details of proposed rolling stock specifying:</p> <ul style="list-style-type: none"> - Length of the train (including number of wagons): - Number of sections into which the train is to be broken: 	
<p>Do the rolling stock comply with the requirements applicable for access to the Berth 29 Rail Pad as advised by Flinders Ports.</p> <p>If applicable, describe whether there is any variance from normal rolling stock standards:</p>	
<p>Type of freight to be carried specifying:</p> <ul style="list-style-type: none"> - Estimated tonnage: - Seasonal variations: - Handling and safety requirements: 	
<p>Estimated number of containers to be loaded/unloaded per train:</p>	
<p>Details of the rail accreditation of the access seeker or the status of the access seeker's application for rail accreditation:</p>	
<p>Evidence of the access seeker's managerial, financial (including ability to provide credit support and solvency), health and safety compliance and staff capacity/competency to carry out the proposed operations at the Berth 29 Rail Pad:</p>	
<p>Details of other supply chain rights that are required to facilitate and enable the use of the Rail Pad.</p>	

Details of any rail haulage agreement that is required for the haulage of product to and/or from the Rail Pad during the term of access sought.	
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