

ACCESS ARRANGEMENT

made by

DEPARTMENT OF TRANSPORT AND PLANNING ABN 69 981 208 782

in respect of

V/LINE CORPORATION ABN 91 273 289 190

of Level 6, 452 Flinders Street, Melbourne VIC 3000 ("V/Line")

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Part 1

1. Preamble and Definitions

1.1 Preamble

The *Victorian Rail Access Regime (VRAR)* is set out in Part 2A of the *Rail Management Act 1996 (Vic) (RMA)*, which allows for the Minister for Public and Active Transport and the Minister for Ports and Freight, jointly and severally responsible for the RMA (both referred to as ‘**the Minister**’), to set rail access maximum prices and to establish rail access guidelines, which replace the previous regime administered by the *Essential Services Commission*.

Accordingly, in June 2025, the *Department of Transport and Planning (DTP)* issued the new *Victorian Rail Access Regime Guidelines (Guidelines)*.

The access regime to the *Victorian Rail Network* (the **Network**) applies to rail transport services that are declared by Order of the Governor in Council to be a declared rail transport service under the RMA.

As an Access Provider under the RMA, V/Line Corporation (**V/Line**) must have an approved rail access arrangement (**Access Arrangement**) in place in respect of such declared rail transport services.

Access Arrangements are intended to facilitate Access Providers and Access Seekers to agree access paths on relevant sections of the Network on which they travel.

Access Arrangements are made in accordance with the RMA and the Guidelines and apply to all aspects of access as they relate to Access Providers and Access Seekers. They may be used to guide Access Seekers on the process for applying for access to the Network and to facilitate negotiations leading to the execution of Access Agreements between an Access Seeker and Access Provider. An important principle underlying these Access Arrangements is the principle of passenger priority which is addressed in further detail below.

This Access Arrangement is effective from the Commencement Date and shall remain in full force and effect until **30 June 2026** should a successive Access Arrangement be in place, or until such time that a successive Access Arrangement has commenced. When preparing new Access Arrangements, V/Line should provide the Access Arrangements to the Department of Transport and Planning for comment **90 days prior** to publishing.

1.2 Definitions

Any capitalised term used in this Access Arrangement that is not defined in this Definitions clause or elsewhere in this Access Arrangement, but is defined in the RMA or the Guidelines, has the meaning given in the RMA or the Guidelines. To the extent of any inconsistency between defined terms in the RMA and the Guidelines, the RMA will prevail.

Access	As the context requires, either: (a) the access sought by an Access Seeker from V/Line, or the access provided by V/Line in its capacity as the manager of the Network to an Access Seeker pursuant to an Access Agreement; or (b) the access sought and Provided by V/Line in its capacity as an operator on the Network.
Access Agreement	An agreement between V/Line as Access Provider and an Access Seeker/Operator in relation to Access to the Network, either on the basis of the standing offer terms and conditions of the Access Agreement in Appendix 3, or on other terms agreed between the parties.
Access Application Fee	Mean the fee that Access Seekers must pay V/Line when submitting an Access Application Form. The value of the fee is outlined in the Access Application Form.
Access Application Form	Means the <i>Rail Operator Access Seeker Application Form</i> found at https://corporate.vline.com.au/Network-Access/freight which may be updated by V/Line from time to time by republishing on V/Line's website.
Access Holders	Means an Operator which has a current Access Agreement entered with V/Line which includes access rights to relevant parts of the Network which are the subject matter of the Access Agreement.
Access Period	The term of this Access Arrangement commencing on the Commencement Date and ending on 30 th June 2026 unless extended with the authority of the DTP under the RMA and/or the Guidelines.
Access Provider	A person which provides, or can provide, a declared rail transport service, as defined under section 38A of the Act.

Access Seeker	As the context requires, either an Operator seeking to enter into an Access Agreement with V/Line or an Operator that has entered into an Access Agreement with V/Line.
Account Keeping	Those account keeping rules made in accordance with the <i>Financial Management Act 1994</i> (Vic) and relevant accounting standards.
Available Path	Has the same meaning as is contained in the Operating Handbook.
Average Maximum Operating Speed	<p>The distance-weighted average of the maximum speeds calculated:</p> <ul style="list-style-type: none"> excluding the impacts of terrain and curve speed restrictions; for a train travelling in a direction towards Melbourne; and taking into consideration the impact of any Temporary Speed Restrictions imposed due to track condition, infrastructure signal failure or level crossing sighting; <p>at which a train with a 19-tonne axle load can operate over each Line Segment as specified in the Network Operating Requirements or the Operating Handbook.</p>
Business Day	A day that is not a Saturday or Sunday or a day appointed under the <i>Public Holidays Act 1993</i> (Vic) as a public holiday in the place which the act or thing is to be or may be done.
Cancellation Fee	means a fee payable by an Operator to compensate V/Line for its administrative costs, loss of amenity and any other relevant cost associated in reserving a path for V/Line. It is imposed if a booked Train Path is subsequently cancelled by the Operator and not used. This includes scheduled paths which are not used, as well as cancellation of <i>ad hoc</i> paths.
Commencement Date	this Access Arrangement commences when all elements of section 38X of the RMA are satisfied.
CPI	<p>For a particular Review Date:</p> <p>(a) Consumer Price: All Groups Index Number Melbourne published by the Australian Bureau of Statistics (Bureau) for the March quarter immediately preceding the start of the relevant Review Date, divided by:</p> <p>(b) Consumer Price: All Groups Index Number Melbourne published by the Bureau for the March quarter immediately preceding the March quarter referred to in paragraph (a).</p> <p>In this definition:</p> <p>(a) The references to the Consumer Price: All Groups Index Number Melbourne means:</p>

	<ul style="list-style-type: none"> (i) The same index number but with a different name at any time; and (ii) the same numbers adjusted mathematically to take account of a change at any time in the base year provided that indices of the same base year are used throughout the calculation; and (b) the references to the Bureau include a reference to the Bureau but with a different name at any time.
DTP	Department of Transport & Planning and its successor (if any) from time to time.
GST	As defined in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
GTK	Gross tonne kilometres, being the total gross weight (in tonnes) of a train multiplied by the distance travelled (in kilometres).
Guidelines	The Victorian Rail Access Regime Guidelines.
Indicative Access Proposal	V/Line's initial offer of access based on its standard Access Agreement in Appendix 3.
Information Pack	Being that information as is required to be communicated to Operators as available online on V/Line's Partner Portal.
Interface Agreement	Means a safety interface agreement as may be required under the Rail Safety Act.
Line Section	Line sections of the Network as indicated by V/Line from time to time.
Line Segment	A segment of rail track on the Network designated as a "line segment" by V/Line in its Network Operating Requirements or its Operating Handbook (or both), and which has specific operating requirements.
Master Train Timetable	Is the permanent timetable as referenced in the Operating Handbook
Negotiation Guidelines	Being any relevant negotiation guidelines under the RMA or associated legislation.

Network	That part of the land and rail infrastructure that is both: (a) operated or managed by V/Line; and (b) declared as such under section the RMA, including Somerton, Melbourne Arrival Sidings, those parts of Tottenham Yard not leased to PN and, for such period as V/Line continues to act as access manager of the Geelong Grain Loop pursuant to its appointment to do so by the Victorian Rail Track Corporation, the Geelong Grain Loop.
Network Management Rules	Any relevant management rules legislated under the RMA.
Network Map	The set of maps of the Network.
Network Operating Requirements	That part of the Network Service Plan entitled “Network Operating Requirements” and “Addenda,” as published by V/Line from time to time.
Network Service Plan (NSP)	The network service plan as amended from time to time by V/Line in accordance with the Operating Handbook, and showing passenger Train Paths, Scheduled Services and Available Paths on the Network.
Non-Reference Services	Unscheduled Services at times that are Out of Hours.
Normal Hours	The normal signal box operating hours (Corridor of the Network. Normal signal box “block working hours”) for the relevant hours as defined in V/Line’s Operating Handbook or other V/Line documentation to be made available to the Operator.
Occupation	Means the temporary closure of a part of the Network for the purposes of carrying out repair, maintenance or upgrading work on or adjacent to the Network.
Operator	A freight train operator and includes an Access Seeker.
Operating Handbook	The current version of V/Line’s handbook of procedures that sets out how train schedules and authorised working in the Network will accommodate customer needs, access requirements and resource availability.
Out of Hours	All times outside Normal Hours as defined in V/Line’s Operating Handbook or other relevant V/Line documentation to be made available to the Operator.
Out of Hours Pricing	Determined in accordance with Appendix 1

Partner Portal	V/Line partner portal is a website maintained by V/Line which includes copies of: <ul style="list-style-type: none"> (a) the Access Arrangement; and (b) the Operating Handbook; and (c) the Network Service Plan - Freight; and (d) the form for making an access application; and (e) an Access Agreement. (f) Network Maps
Performance Standard	As part of the of the agreed Access Arrangements, Performance Standards for operators should be set that reflect the current level of track standards (which may be found in Appendix 2 of the Statement of Freight Network Capability).
Privacy Laws	Means the <i>Privacy Act 1998</i> (Cth) and the <i>Privacy and the Data Protection Act 2014</i> (Vic) and any related laws, regulations, and rules.
Reference Services	Scheduled Services during Normal Hours and Unscheduled Services during Normal Hours
Review Date	1 st July each year of the Access Period.
RMA	Means the <i>Rail Management Act 1996</i> (Vic)
Rolling Stock Standards	Means the specifications and requirements for rolling stock set out in the Network Operating Requirements and other relevant documents made available to the Operator from time to time.
Scheduled Services	The provision by V/Line of Access for which an Operator gains an entitlement to use the applicable Train Path(s) on a recurrent basis upon entry into, or by amendment of, its Access Agreement.
Services	The provision of Access by V/Line in the form of Scheduled Services and/or Unscheduled Services.
Service Level Agreement	Means the agreement between Head, Transport for Victoria and V/Line and named as the V/Line Service Level Agreement.
Short Notice Track Occupations	means urgent possessions or emergency possessions of a part of the Network.

Statement of Freight Network Capability	The DTP has developed the Statement of Freight Network Capability (Statement) to clearly state the rail network's capability and when it is available for carrying goods.
Train Path	The particular time interval, including an entry time and day and an exit time and day, through which a train may travel over a segment of the Network from an origin to a destination and may include stopping points and intermediate times and locations that V/Line considers necessary or appropriate to define the pathway.
Unscheduled Services	The provision by V/Line of Access for which an Operator gains an entitlement to use the applicable Train Path(s) by means of the process of nomination and allocation, both on a short-term basis, under its Access Agreement as well as ad hoc services.
V/Line	means V/Line Corporation (ABN 91 273 289 190) of Level 6, 452 Flinders Street, Melbourne VIC 3000.

Note: All dollar values are provided in AUD unless otherwise stated.

Part 2

2. Scope and administration of Access Arrangement

2.1. Scope

- 2.1.1 This Access Arrangement provides a coherent framework for the allocation, negotiation, agreement, supply, and management by V/Line of Access to Scheduled and Unscheduled Services on the Network as required for the operation of freight trains by Operators/Access Seekers from time to time.
- 2.1.2 For the purposes of this Access Arrangement, Access for V/Line passenger trains does not constitute a Reference Service.
- 2.1.3 For clarification, this Access Arrangement:
 - (i) includes its Appendices; and
 - (ii) does not address the provision of Access to parts of the Victorian Rail Network outside the Network, or to the rail infrastructure of other track owners or track managers; and
 - (iii) has been drafted in accordance with the process and obligations outlined in the Guidelines.

2.2. Grant and duration of Access Arrangement

- 2.2.1 V/Line (in its capacity as an Access Provider) will comply with the RMA, as well as the terms and conditions, and processes specified in this Access Arrangement in relation to the granting of Access to the Network to:
 - (i) Operators on the Network for Scheduled Services and Unscheduled Services; and
 - (ii) V/Line (in its capacity as a provider of passenger train operations).
- 2.2.2 This Access Arrangement:
 - (i) takes effect on the Commencement Date; and
 - (ii) will continue until replaced by a successive Access Arrangement in accordance with the RMA.
- 2.2.3 This Access Arrangement may only be amended after:
 - (i) A change in any regulatory requirements that necessitates an amendment to the Access Arrangement to comply with such requirements; or
 - (ii) A significant change in a matter referred to in the Access Arrangement to reflect the change,

and will take effect on the day it is published on V/Line's website, provided the Department of Transport and Planning has had an opportunity to comment on the amendments, prior to publishing.

2.3. Access Agreements

2.3.1 This Access Arrangement applies to the negotiation of new Access Agreements between V/Line and Access Seekers/Operators. It is not intended to change contractual rights and obligations under existing Access Agreements between V/Line and incumbent Access Seekers which are in force prior to the Commencement Date, but it shall apply to extensions, renewals, or amendments of such existing Access Agreements and to new Access Agreements.

2.4. Contact details

2.4.1 Persons wishing to contact V/Line for further information or to apply for Access to the Network should contact V/Line at the following address:

Attention: Director Freight and Third-Party Access
V/Line Corporation
Level 6, 452 Flinders Street
Melbourne Victoria 3000

Telephone (03) 9619 5900
Email freight@vline.com.au

2.4.2 V/Line shall publish information relevant to this Access Arrangement on its website at <http://www.vline.com.au> and/or in the Partner Portal including but not limited to:

- (i) the Operating Handbook;
- (ii) a narrative description of the Network;
- (iii) the prices for Scheduled Services and Unscheduled Services;
- (iv) prices for which Access has been granted to Operators together with a general description of the Services to which such prices relate;
- (v) the Access Agreement as contained in Appendix 3; and
- (vi) the track standard by corridor;

Part 3

3. Negotiation information

3.1. Information

3.1.1 Information provided by V/Line to Access Seekers

All relevant information is available on the V/Line website (www.vline.com.au) or via the V/Line Partner Portal. Copies of the relevant documentation can be mailed upon request (charges will apply).

3.1.2 Further Information

Where it is reasonably possible to do so, V/Line shall respond to requests for further information within ten (10) Business Days' of receiving a written application for Access;

This response shall include:

- (i) A statement of whether any requested capacity is available, and, if not, what capacity is available and how additional capacity could be made available by way of upgrade or any other alternative options;
- (ii) If the terms and conditions for the Access for which the application is made are to vary from the standard terms and conditions in the Access Agreement, details of the varied terms and conditions will be provided;
- (iii) Standard sectional running times for a typical Train Path for the line sections over which the Access Seeker is requesting Access;
- (iv) An estimate of the charges for the particular Access for which the request is being made, if that Access is to require an infrastructure investment or if any Services entail Out of Hours Pricing, together with details of how that varied charge was determined.

3.1.3 Master Train Timetable, Network Map and Train Path Surrender

Further information about the Master Train Timetable, the Network Map and variation or surrender of a Train Path is set out in the Operating Handbook and associated operational documents.

3.2. Access Seeker application process

3.2.1 Written application

- (i) Access Seekers must apply for Access in writing using the process outlined in Appendix 2. An access application should at a minimum contain:
 - A.) information that is consistent with Appendix 2; and
 - B.) such additional information that the Access Seeker considers may assist V/Line to assess the application; and

C.) any fee outlined in the Access Application Form.

3.2.2 Receipt and processing of application

- (i) V/Line shall acknowledge the application within five (5) Business Days of its receipt.
- (ii) Within ten (10) Business Days of receipt of the application, V/Line must advise the Access Seeker if further information is required and specify the additional information required in order for the application to be compliant.
- (iii) If V/Line does not request further information within ten (10) Business Days of receipt of the application, it can be assumed by the Access Seeker that the request for access is in the form prescribed and has progresses to the assessment phase.
- (iv) For complex applications, V/Line may request the Access Seeker to agree to an extension of the application assessment period and shall advise indicative timeframes for that assessment.

3.2.3 Notification of outcome of request for access.

Within thirty (30) Business Days after V/Line's receipt of a compliant access application, V/Line shall advise the Access Seeker that:

- (i) V/Line has accepted the access application; or
- (ii) V/Line has rejected the access application.

3.2.4 Reasons for rejection of an application

- (i) V/Line may reject an application on any of the following grounds:
 - A) The Access Seeker does not have, or will not have, all necessary accreditation to lawfully operate the Service proposed in the Access application;
 - B) The Access Seeker's rolling stock does not comply with V/Line's requirements as supplied in the Information Pack;
 - C) The Access Seeker's equipment or systems are not compatible (e.g., train radio) with the Network
 - D) The Access Seeker did not demonstrate that either:
 - (a) the management and staff of the Access Seeker have the necessary knowledge and experience to carry out the proposed rail operations; or
 - (b) the Access Seeker will be able to engage the services of other person(s) who have such knowledge and experience; or

- (c) The Access Seeker did not demonstrate that it has the financial capacity to meet its financial obligations to V/Line;
- E) There is insufficient available capacity on the Network capacity to meet the Access Seeker's request; or
- F) There is reasonable concern that the Access Seeker's request would result in material safety performance, or cost impacts to the network.

3.2.5 Explanation of reasons for rejection

- (i) Where V/Line rejects an application in accordance with clause 3.2.3, it must also include in the notice:
 - A) the reason or reasons why the application was unsuccessful, with reference to at least one of the reasons outlined in clause 3.2.4; and
 - B) information required under clause 3.2.6 (if applicable).

3.2.6 Capacity on the Network

- (i) If V/Line rejects an application on the grounds set out in clause 3.2.4(i)(E) and:
 - A.) part (but not all) of the request can be satisfied by available capacity, V/Line must advise the Access Seeker of the terms and conditions, including price upon which it will make Access available to the extent of the available capacity; or
 - B.) If works are required to provide additional capacity necessary to meet the Access Seeker's request in full – V/Line must either:
 - (a) provide the Access Seeker with an outline of the works, and an indicative assessment of the cost of such works; or
 - (b) offer to undertake an assessment of the works required and the costs of those works in accordance with the protocols prepared and maintained by V/Line

3.2.7 Accepted applications

- (i) Where V/Line accepts an Access Seeker's application, V/Line must include in the notice provided to the Access Seeker the proposed terms and conditions, including price, upon which V/Line will make the declared rail transport service requested available (**Offer**).
- (ii) V/Line and the Access Seeker will then progress to negotiation of an Access Agreement.

3.3 Negotiation protocol

- 3.3.1 V/Line's standard terms and conditions are specified in the standard Access Agreement in Appendix 3.
- 3.3.2 An Offer by V/Line to the Access Seeker will be open for a period of twenty (20) Business Days from the date of issue by V/Line. If the Access Seeker wishes to pursue that Offer, the Access Seeker shall either:
 - (i) accept in writing the Access Agreement set out in Appendix 3, subject to the finalisation of the schedules or related appendices and other connected documentation as reasonably required by V/Line; or
 - (ii) notify V/Line in writing that the Access Seeker wishes to negotiate alternative terms and conditions.

This notification must contain:

- A) a statement indicating the terms and conditions that the Access Seeker proposes to alter and a comprehensive explanation for the proposed alteration;
- B) a draft of any text proposed to be amended; and
- C) agreement to comply with the dispute resolution procedures contained in Appendix 4 during the negotiation of the altered terms and conditions.

- 3.3.3 In the event that the Access Seeker seeks to negotiate alternative terms and conditions, V/Line shall notify the Access Seeker of the timeframe for the conduct of the negotiation, which shall be within a reasonable timeframe, having regard to the nature and extent of the alterations or departures from the Access Agreement set out in Appendix 3.

3.4 Procedure for assessment of works to provide additional capacity.

- 3.4.1 Where additional capacity is necessary to meet an Access Seeker's requirements, V/Line shall advise the Access Seeker. Upon receiving written advice from the Access Seeker of its intention to pursue increasing capacity as an option, V/Line shall arrange a scoping meeting within five (5) Business Days or as otherwise agreed by the parties.
- 3.4.2 V/Line shall involve the Access Seeker in all aspects of assessing works required to provide additional capacity to the Network. There may be several technical options for the delivery of additional capacity. V/Line will consult with the Access Seeker in relation to how the preferred option should be identified. Costs and a schedule of payments will also be negotiated and agreed during discussions between the parties.
- 3.4.3 V/Line shall provide project management for the implementation of the additional capacity solution in consultation with the Access Seeker.
- 3.4.4 Before any scoping, assessment of works or determination of project costs and payments, the Access Seeker will undertake to reimburse V/Line for its reasonable project costs.
- 3.4.5 Any change to configuration of the Network is subject to the approval of DTP or its successor.

3.5 Interconnection

3.5.1 General

V/Line shall assist Access Seekers where it is necessary to install physical infrastructure to connect to the Network in accordance with relevant legislative and regulatory requirements as well as any other relevant standards. V/Line shall be responsible for operating and maintaining all main line rail infrastructure at the interconnection point at the relevant Access Seeker's expense. Beyond the relevant interconnection point the Access Seeker is responsible for all maintenance costs.

3.5.2 Information provided to assist interconnection.

- (i) Upon receipt of an expression of interest V/Line shall provide within a reasonable timeframe:
 - A) description of the physical infrastructure at the location of the proposed interconnection;
 - B) procedural and physical interface arrangements at the site of the proposed interconnection;
 - C) applicable engineering and operational standards of V/Line;
 - D) reliability and safety guidelines, standards, and operating procedures; and
 - E) a template Interface Agreement.
- (ii) Each interconnection application will be treated separately to an Access application and will incur fees to cover V/Line's reasonable costs of assessment of the interconnection application.

3.5.3 Information to be provided by the Access Seeker for interconnection rights.

In order for the proposed interconnection to be formally assessed, an Access Seeker must submit an application to V/Line that:

- (i) either demonstrates that the installation has been type approved for operation on the Network, or provides sufficient information for V/Line to undertake an engineering assessment adequate to obtain type approval of the installation for use on the Network;
- (ii) includes a commissioning plan;
- (iii) includes a fully costed maintenance plan for maintaining the interconnection, including the proposed annual fee payment to V/Line for that part of the interconnection that is rail infrastructure located on the Network;
- (iv) certifies that the Access Seeker has obtained and shall maintain all necessary approvals, other than approvals of, or required from external parties by, V/Line itself, in relation to the construction, commissioning, operation and maintenance of the interconnection; and

(v) provides a draft agreement with V/Line that provides:

- A) for V/Line to operate and maintain that part of the interconnection that is rail infrastructure located on the Network;
- B) that the Access Seeker may be liable to pay for all scoping and delivery of the construction costs of the interconnection;
- C) that the Access Seeker must pay a fee to V/Line for the ongoing operation and maintenance of that part of the interconnection that is rail infrastructure located on the Network, such fee to be set by V/Line, following its review of the Access Seeker's fully costed maintenance plan, at a level that represents V/Line's reasonable estimate of the costs of such operation and maintenance, plus the operating margin determined by the V/Line in accordance with Laws and regulations;
- D) that the Access Seeker will agree that if requested by V/Line that it will remove that part of the interconnection that is rail infrastructure located on the Network on termination of the maintenance agreement; and
- E) that the Access Seeker will provide a guarantee acceptable to V/Line. V/Line will not unreasonably withhold its acceptance of the guarantee on the basis of its form.

3.5.4 V/Line shall provide the Access Seeker, within thirty (30) Business Days of receipt of the Access Seeker's interconnection application, with notice of:

- (i) V/Line's acceptance of that proposal, conditional on all approvals being obtained; or
- (ii) V/Line's rejection of the proposal, together with reasons for the rejection.

3.5.5 V/Line shall provide project management for the implementation of the interconnection in consultation with the Access Seeker.

3.5.6 In relation to any proposed interconnection before any scoping, assessment of works or costs assessment, the Access Seeker will undertake to reimburse V/Line for its reasonable project costs.

3.5.7 Any change to configuration of the Network is subject to the approval of DTP.

Part 4

4. Passenger Priority

4.1 What is Passenger Priority

4.1.1 The principle of Passenger Priority is “*the giving of reasonable priority to the provision of rail transport services to the passenger service users over the provision of rail transport services to other users including freight operators*” (**Passenger Priority**).

4.2 Relevant considerations in applying Passenger Priority

4.2.1 When considering the factors that will influence the application of the principle of Passenger Priority, the default position will be that passenger services will on first instance have priority over any non-passenger service, however V/Line will also consider:

- (i) the priority Train Paths associated with the operation (inclusive of the positioning required) of Scheduled Services; and
- (ii) the economic significance of the train operation/s being impacted (e.g. critical food supply chain operations); and
- (iii) the Best Practice for Passenger Priority Table and further considerations outlined in Appendix 5; as well as
- (iv) any other relevant factor that would otherwise influence the application of the principle of Passenger Priority.

4.3 Exception to Passenger Priority

4.3.1 The provision of a passenger service has priority over any non-passenger service unless, in a particular circumstances, the interference with a non-passenger service resulting from according that priority would, in the opinion of the Head, Transport for Victoria be serious and unreasonable.

4.4 Practical application of Passenger Priority

4.4.1 V/Line may afford Passenger Priority, by providing priority in relation to:

- (i) the allocation of Train Paths;
- (ii) service planning;
- (iii) real time control and incident management;
- (iv) network maintenance; and
- (v) any other works or implementation processes that would assist in meeting the priority objective.

4.5 Inclusion of Passenger Priority in an Access Agreement

- 4.5.1 When drafting an Access Agreement with an Operator, V/Line will include explicit reference to the principle of Passenger Priority within the Access Agreement and include the considerations outlined in clause 4.2.1.

4.6 Passenger Priority and Freight

- 4.6.1 The operation of freight services on shared paths shall be permitted where it does not unreasonably impact Scheduled Services. This may include improved freight service performance requirements for access to some paths.
- 4.6.2 Access Provider Network service timetables shall include regular freight paths during non-peak periods as specified by the Head, Transport for Victoria.

Part 5

5. Pricing

5.1. Description of Services

5.1.1 V/Line shall offer the following Scheduled and Unscheduled Services to Operators:

- (i) Scheduled Services during Normal Hours, which services are Reference Services;
- (ii) Unscheduled Services during Normal Hours, which services are Reference Services;
- (iii) Scheduled Services at times that are Out of Hours, which services are Non-Reference Services; and
- (iv) Unscheduled Services at times that are Out of Hours, which services are Non-Reference Services.

5.1.2 Unscheduled Services may not be requested more than ten (10) Business Days in advance.

5.1.3 A line may be booked out of service, or the Performance Standard may be varied from time to time by V/Line in accordance with the process set out below to reflect the annual funding available for the maintenance of the Network, if approved by the DTP:

5.1.4 Consultation Process:

- (i) V/Line's consultation process must provide Access Holders with relevant information relating to the track, maintenance requirements to maintain existing standards and information about the proposed change to the Performance Standard;
- (ii) V/Line must ensure that information provided to Access Holders is sufficient to allow network users to understand the likely impact of any proposed change on their access entitlement;
- (iii) V/Line must provide Access Holders with a reasonable time frame in which to submit a response to the proposed change to the Performance Standard; and
- (iv) V/Line must have regard to all submissions provided by stakeholders in determining its proposed Performance Standard.

5.1.5 Following consultation with Access Holders, and prior to submitting an application to the DTP, V/Line must obtain the agreement of the DTP that its proposed Performance Standard is consistent with available funding and existing parameters of the Service Level Agreement (if relevant).

5.1.6 V/Line must apply to the DTP to book a line out of service or vary its Performance Standard.

In its application:

- (i) V/Line must provide any relevant written endorsement from the relevant regulatory authority that the proposed Performance Standard is consistent with available funding and existing parameters of the Service Level Agreement;

- (ii) V/Line must provide copies of any submissions received from stakeholders during its consultation process, and a statement that it had regard to these submissions in determining its proposed Performance Standard; and
- (iii) V/Line must detail the expected impact on Access Holders of the proposed change to the Performance Standard.

5.1.7 Following any decision by the DTP on an application by V/Line to book a line out of service or vary the Performance Standard, V/Line must:

- (i) advise all Access Holders of the DTP's decision;
- (ii) provide all Access Holders any details on the timing of implementation of any change to the Performance Standard; and
- (iii) V/Line must publish any revised Performance Standard on its website and include it in its Information Pack

5.2 Prices and charging

5.2.1 V/Line charges for Services according to whether or not Access is provided in Normal Hours or Out of Hours.

5.2.2 If an Access Seeker applies for Access for a Scheduled Service to operate outside Normal Hours (as in place at the time the application is made), the Access Seeker should request that Normal Hours be extended. In such circumstances, if approved, V/Line shall make available Access for such Service during Normal Hours (as amended), provided that the Operator provides V/Line with at least twenty (20) Business Days' notice.

5.2.3 For clarification, V/Line must not reduce the Normal Hours without the prior approval of the DTP where:

- (i) that reduction would prejudice an existing Scheduled Service; and
- (ii) the applicable Operator has not consented to that reduction.

5.2.4 If an Operator seeks an Unscheduled Service on an Out of Hours basis, the charging will be based on the charges as set out in Appendix 1 as may be amended by V/Line from time to time.

5.2.5 If an Operator does not use an Unscheduled Service, the Operator must pay the cancellation fee element of the applicable price, and any other relevant incremental costs anticipated under this Access Arrangement unless:

- (i) the Operator surrendered or cancelled the Unscheduled Service with sufficient notice to V/Line (such notice being received by V/Line before 10 am of the Business Day preceding the date of the Unscheduled Train Path); or
- (ii) the Operator's failure to use the Unscheduled Service was caused by an act or omission of V/Line (for example, possession of the relevant line), other than a direction which has been given as the result of the act or omission of the Operator.

5.2.6 Unscheduled Services will be provided Out of Hours following a successful application to V/Line by an Operator, and mutual agreement between V/Line and the Operator. V/Line will use reasonable endeavours to provide a signaller at manual signal box locations. Charging will be based on the applicable charges as set out in Appendix 1 as may be amended by V/Line from time to time.

5.3 Cancellation Fees

5.3.1 A Cancellation Fee (in line with the approved pricing schedule) may be payable by an Operator to compensate V/Line for its administrative costs and loss of amenity in reserving a path on the Network for an Access Provider.

5.3.2 A Cancellation Fee is imposed if a booked train path is subsequently cancelled by the Access Seeker and not used. This includes cancellations in respect of Unscheduled Services and ad hoc Services.

5.3.3 The Cancellation Fee is applicable unless:

- (a) The cause of the non-use of the path is due to a delay caused by one or more Access Providers (e.g. at the change of network); or
- (b) The Operator surrendered or cancelled an Unscheduled Service with sufficient notice to the Access Provider (under the terms and conditions of their Access Agreement) or
- (c) The Operator's failure to use the path was caused by an act or omission of the Access Provider (e.g. occupation of the relevant path), other than a direction which has been given as the result of the act or omission of the Access Provider.

5.3.4 A Cancellation Fee will not be levied if the cause of the path not being used is beyond the control of the Access Seeker.

5.4 Maximum Price

5.4.1 For the avoidance of doubt, the pricing outlined in Appendix 1, will not exceed the maximum price specified for the service by the Minister.

5.4.2 In the event of inconsistency between the pricing outlined in Appendix 1 and the maximum price specified by the Minister, the maximum price specified by the Minister will prevail to the extent of the inconsistency.

Part 6

6. Management of capacity and Network

6.1. General

- 6.1.1 V/Line shall comply with the Statement of Freight Network Capability.
- 6.1.2 V/Line shall comply with the Network Management Rules.
- 6.1.3 Where appropriate V/Line may engage with other interested parties for the purpose of better management of the Network.

6.2. Network Service Plan and Master Train Timetable

- 6.2.1 V/Line's Network Service Plan contains separate sections for passenger and freight timetables that have been developed with the respective train operators in accordance with their Access requirements and the procedures contained in this Access Arrangement and the Operating Handbook.
- 6.2.2 As outlined in the Operating Handbook, V/Line's Master Train Timetable shall be updated as required.

6.3. Capacity allocation in response to Access Applications

- 6.3.1 Available Paths in Normal Hours are available to Operators in accordance with the Access Provider's published prices.

6.4. Variation and surrender of a Train Path

- 6.4.1 All permanent changes are dealt with as set out in the Master Train Plan
- 6.4.2 Permanent and temporary variations of the timing of Scheduled Services will be conducted in accordance with the Operating Handbook.

6.5. Protocols and capacity allocation protocols

- 6.5.1 Network procedures and work procedures apply to all passenger and freight train operators and are varied in accordance with the processes provided for in the Network Management Rules and the Statement of Freight Network Capability in consultation with all affected Operators.

Part 7

7. Account keeping

7.1. Preparing, maintaining, and keeping accounting records and accounts

- 7.1.1 V/Line will prepare annual statements according to the Australian Accounting Standards audited by the Auditor General. These are tabled in the Victorian Parliament each by the relevant Minister.
- 7.1.2 The full annual report including financials is available on the V/Line web site as a public document.

Part 8

8. Performance Indicators

- 8.1.1 The Access Provider and the Operator will agree on performance indicators, service levels or other performance metrics in the Access Agreement including any which may be set out in the Operating Handbook or available in the Partner Portal or other accessible location for the parties.
- 8.1.2 V/Line shall publish on its website:
 - (i) the Average Maximum Operating Speed on each Line Section; and
 - (ii) the maximum speed on each Line Segment, on a basis directly comparable with the relevant Performance Standards available at [V/Line to provide link to Partner Portal].
- 8.1.3 V/Line performance indicators which exceed the specifications set out above will be determined by the parties in the Access Agreement.

Part 9

9 Data and Reporting Requirements

9.1 Data and Reporting Requirements

9.1.1 V/Line records detailed information on each train movement on its Network. This information includes:

- (i) Train number/operating date/operating time – scheduled vs. actual
- (ii) Train origin, route, and destination
- (iii) Train configuration (i.e. number of wagons, number of locomotives, train gross tonnes)
- (iv) Train Operator
- (v) Train type
- (vi) Train GTK

9.1.2 V/Line will retain the information referenced to above in accordance with relevant Privacy Laws, and, subject to those, make the same available if required to do so by the Head, Transport for Victoria.

Part 10

10 Track Disruptions and Cancellations

10.1 Management and duration of temporary track closures

10.1.1 There will be instances when V/Line may need to close railway tracks and occupy the track. Examples include activities related to safety, repair, maintenance, upgrading, extension, or construction. These events may result in delaying, cancelling, re-routing, or re-scheduling train movements including any Train Paths allocated.

6.1.4 10.1.2 V/Line must ensure that all planned track closures (or Occupations) are effectively coordinated between any proponent of track closures (whether by V/Line or any other party) and Access Holders to minimise impacts to on freight operations from Network rail disruptions. This includes plans for alternative paths and routes, alternative terminal sites and operational changes that can be made during Occupations. Where appropriate V/Line may engage with other interested parties for the purpose of better management of the Network.

10.1.3 Where an occupation or track alteration affects a freight service, V/Line must consider any service-specific freight industry disruption planning Guidelines or frameworks that have been prepared by Access Providers and endorsed by DTP (**Disruption Guidelines**).

10.1.4 Notwithstanding the use of the Disruption Guidelines, in undertaking the management and notification of arrangements for temporary track closures V/Line will:

- Consult Access Holders (including operators who hold scheduled paths and also run ad-hoc services) in advance of any proposed planned track closures.
- Provide as much notice as possible to the Access Holder of the relevant track closure including the expected duration of the track closure.
- Use reasonable endeavours to minimise disruption to the Access Holder's services likely to be caused by the track closure.
- To the extent practicable, accommodate any reasonable request made by the Access Holder as to the extent and nature of track closures.
- Inform Access Holders at the earliest possible convenience, when V/Line or works proponent Provider must occupy or close any part of the Network that is considered necessary for safety reasons.

10.2 Minimum notification period of planned disruption

10.2.1 In planning a track Occupation, to the extent reasonably practicable, V/Line should consult the Access Holder and consider the Access Holder's Approved Train Paths and make all reasonable endeavours to minimise disruption to the Access Holder's services.

V/Line should:

- except in the case of Short Notice Track Occupations, provide the Access Holder of any service that will be impacted, or is likely to be impacted, with at least 90 calendar days' notice (including details of the nature, scope, extent, and timing) of future planned

disruptions and should use reasonable endeavours to provide the Train Operator with more than 90 days' notice in circumstances where the nature, scope, extent and timing of future planned disruptions is known in advance of the 90 days' notice period.

- b) Use reasonable endeavours to meet the nominated nature, scope, extent, and timing of a planned disruption, and where the nature, scope, extent and timing of a planned disruption is requirement to be amended, V/Line should provide the Train Operator with reasonable details of any significant change in the nature, scope, extent or timing of the disruption.
- c) Advise the Access Holder in relation on the potential impact from the disruption on the Access Holder's business, and how this has been minimised through the planning of the disruption.
- d) Use all reasonable endeavours to minimise any adverse commercial impact of those disruptions on the Access Holder.

10.3 Managing worksites to facilitate continuity of operations

10.3.1 Where it can be shown that safety risks can be identified, managed and mitigated, and that the integrity of the track, structures and clearance is sufficient for the safe passage of a freight train through a worksite, V/Line may consider a conditional hand back of Occupations for degraded mode operation under strict conditions.

At a minimum, the following criteria would need to be met for V/Line to consider a conditional handback:

- a) Works to be limited to a worksite where safety risks can be identified and mitigated with suitable control measures.
- b) Track and civil structures must be suitable for certification to a suitable track class for the desired freight train to operate, usually at reduced speed.
- c) A signalling solution and alternative safe-working measures have been put in place for degraded mode operation.
- d) Support from the relevant freight Access Holder Operator and crew.
- e) A comprehensive risk assessment has been conducted involving all relevant parties.

10.4 Short term disruptions

10.4.1 In some circumstances the day-to-day operations of the Network may be subject to unforeseen disruptions that may impact services.

V/Line will:

- a) Keep the Access Holder properly and promptly informed of any event, activity or incident known to the Access Provider that will, or is reasonably likely to, prevent or materially limit the operation of a service by the operator.
- b) Make available to the Access Holder in a timely manner, all published regulations, standards, practices, instructions, directions, and notifications from time to time applicable in Victoria relating to Operational Control or the Network Operating Requirements to the extent that those are relevant to the operation of services.
- c) Operate and maintain, or cause another person to do so, a communications system in respect of the Network for the purposes of communications with the Train Operator and other Train Operators on the Network and facilitate the operators' access to the communications system.

V/Line should ensure that all reasonable steps are taken to reduce the impact on Access Holders in the case of an unplanned disruption, including the reasonable implementation of the principle of passenger priority.

Appendix 1

Pricing

All prices relating to access will be determined by reference to the publicly available document referred to as: Freight Information and Access webpage located on the V/Line website at:

<https://corporate.vline.com.au/Network-Access/freight>*

*Page link subject to alteration.

Further information can be found here:

<https://www.vic.gov.au/rail-access-pricing>

<https://www.vic.gov.au/sites/default/files/2025-05/Victorian-Rail-Access-Regime-Guidelines-June-2025-FINAL-web-%282%29.docx>

Appendix 2

1. Process for submission

When seeking Access on the Network, the Access Seeker will be required to submit a completed Access Application Form to support the Access Seekers application.

When submitting an application the Access Seeker should:

- ensure that it is in the correct form – as outlined in section 2 of this Appendix;
- provide the relevant information – as outlined in section 3 this Appendix; and
- include the relevant fees – as outlined in section 4 of this Appendix.

V/Line acknowledges that his Appendix should be read in conjunction with the Access Application Form.

2. Form of Application

The Access Seeker must provide its application in the correct form which is known as the Access Application Form.

This Access Application Form can be found at: <https://corporate.vline.com.au/Network-Access/freight> and may be updated from time to time by republishing on V/Line's website.

This Access Application Form may be submitted via electronic submission or post, unless otherwise directed by a V/Line representative on the preferred method of submission.

3. Information to accompany an Access application

When submitting an Access Application Form the applicant must provide all information requested in the Access Application Form. This may include the following information:

a. Applicant Details

- Company address and contact details; and
- Australian Business Number.

b. Description of Service(s) including

- Origin and destination of each Service sought;
- Frequency of Service(s) (estimated number of services: per day, days of operation, days of operation per year.);
- Indicative departure time and arrival time for each Service; and
- Whether or not the Service requires a change to the currently applicable Normal Hours. Description of any other special conditions required to operate the Service e.g. required performance standards.

c. Details of the rolling stock and freight

- Details of freight to be transported including type, number of wagons, estimated annual tonnage;

- Seasonal variation, handling requirements (including hazardous substance details) and any specific operational requirements;
- Typical consist for each service, including loaded weight, empty weight
- Acknowledgement that the Operator will be required to provide the list of all wagons, locomotives and types of wagon being operated (including technical details such as axle-load, loaded weight and tare weight, together with certification from a qualified engineer that the rolling stock conforms to the Rolling Stock Standards (found in the Information Pack)

d. Term of agreement proposed

- Details of the term of the agreement sought and any special provisions; and
- Commencement date for the proposed agreement.

e. Financial capacity

- Evidence of financial capacity;
- Acknowledgement that the Operator will be required to provide the public liability insurance for \$250 million; and
- Provide details of Insurance including type of cover, quantum, and the requirement for Certificates of Currency

f. Competency and capacity

- Acknowledgement that the Operator will be required to provide evidence of the appropriate accreditation to operate Services; and
- Confirmation that the Operator's drivers who are to operate Services on a Train Path have the requisite experience and training to operate those Services on that Train Path.

g. Additional Information requirement for interconnection or upgrade applications

- The need for conditional or surge capacity based on historical usage patterns, market characteristics or other constraints such as shipping; and
- Anticipated change in demand associated with a commitment to upgrade or expand capacity,

h. Other

- Any other information outlined in the Access Application Form.

4. Access Application Fee

V/Line will charge an Access Application Fee to all Access Seekers submitting an Access Application Form.

The Access Application Fee will be set at \$1,500 (inclusive of GST) at the time of the Commencement Date.

V/Line may alter the Access Application Fee in accordance with section 5 of this Appendix.

5. Alteration to Access Application Form and effect on this Appendix

V/Line may update or alters the Access Application Form, by uploading a revised Access Application Form on <https://corporate.vline.com.au/Network-Access/freight>.

In the event that this Appendix and the Access Application Form, has any inconsistencies that arise from alterations or updates to the Access Application Form, or for any other reason, the Access Seeker is to follow the Access Application Form to the extent of the inconsistency.

Appendix 3

Access Agreement

An Access Agreement is to be agreed between V/Line and each Access Seeker.

Appendix 4

Dispute resolution during negotiation process

- a) If, after a reasonable period of time and with each party acting in good faith, V/Line and the Access Seeker are unable to agree to the legal and commercial (including pricing) terms and conditions to be contained in an **Access Agreement** in connection with the provision of Access to any part of the Network pursuant to this Access Arrangement ("Dispute") then either party may give a notice ("Dispute Notice") to the other specifying the Dispute and requiring it to be addressed under this Appendix 4 as set out below:
- b) V/Line and the Access Seeker shall use reasonable endeavours and act in good faith to settle the dispute as soon as reasonably practicable following receipt of the Dispute Notice.
- c) The Chief Executive Officer of the Access Seeker and the Chief Executive Officer of V/Line must, within 10 Business Days from the date of receipt of a Dispute Notice, attempt to resolve the Dispute.
- d) If a Dispute is not resolved in accordance with clause (c) within a reasonable period of time (and in any event no more than 10 Business Days, V/Line and the Access Seeker may agree to select and appoint an independent expert to consider the points of disagreement and to produce a report containing a recommendation as to the basis on which the Dispute should be resolved
- e) If the Dispute is not resolved following the mediation procedure referred to above, either party may notify the Minister of the Dispute in accordance with any formal procedure determined by the DTP.

Appendix 5

Principle of Passenger Priority

Implementation by an Access Provider of passenger priority

In accordance with the Guidelines, access provider network service timetable shall include regular freight paths during non-peak periods as specified by the DTP.

Best Practice for Passenger Priority Table

Order of priority	Service pathway
High	Peak period passenger services
	Critical passenger services
	Critical passenger positioning movement
	Freight services
	Non-critical passenger services and positioning movements
	Ad-hoc empty passenger services
Low	Track machinery

- Freight service pathways will generally not be available where they do (or are likely to) impact the operation of peak period passenger services.
- Critical passenger positioning movements are train movements than cannot be altered without having a major adverse impact on the service provision or robustness of other passenger services (e.g. scheduled empty or passenger train movements that travel to a terminus, turn-back and form passenger services).
- Non-critical passenger services and positioning movements are train movements that have the prime purpose of supporting an operational need rather than a passenger service need and can be altered without having a major adverse impact on the service provision or robustness of other passenger services (e.g. scheduled empty or passenger train movements that have the prime purpose of returning a train to a depot for stabling or maintenance)
- Ad-hoc empty passenger services are unscheduled services where the operator needs to operate a train in response to an operational need on a particular day only. (e.g. re-position a train to a depot if it ended up in the wrong location after a disruption). Additionally, to provide certainty for both freight and passenger operators, it is proposed that freight paths are graded according to their time of day, level of train restrictions and price.

Indicative Freight path grades by time