

Schedule to ESC Submission.
Access Agreement
Details of Changes Proposed

Section	Detail of Change
Recital – B and subsequent locations throughout the Agreement.	Change to name of legislation Rail Corporations Act to Rail Management Act.
Recital – D.	Statement now combined with Recital C
1.2 and subsequent locations throughout the Agreement.	Change from Access Fee to Access Fees – grammar correction.
1.4 and subsequent locations throughout the Agreement.	Confirmation of operations in NSW being undertaken.
1.9	The Book of Rules has recently had a name change within the V/Line business and the balance of the paragraph if note required as the Book of Rules does not require changes to be approved via the Director or its successor PTDA.
1.22	At the time of commencement of the new Agreements the Director will no longer be the appropriate State entity.
1.39	Grammar correction.
1.60	Inserted to reflect V/Line as an above rail operator being a party to a Franchise Agreement – this insertion supports the Delay Loss provisions under the Agreement.
1.63	Recognition of the new PTDA.
1.64	Confirmation of new name of Rail Corporations Act.
1.65	Recognition of operations being undertaken in NSW.
1.66	Clarification of the restating of the Regional Infrastructure Lease.
2.1 & 2.2	Insertion of work “Stabling” provides greater clarity around the grant of access.

Section	Detail of Change
2.3.2	Grammar correction.
2.8.2	Change of wording to reflect the fact that the Access Provider will seek to provide the best possible alternative.
3.1.3	Insertion to provide for ability for Access Provider to have a path surrendered in the event that a customer changes rail operators. Protocols require a 14 day notice period which if adhered to may impact customer adversely and prevent maximum utilisation of the Network.
3.1.4	Grammar change, no change to substantive effect.
3.3	Grammar correction.
4.1	Grammar correction.
4.4	Correction to reflect the fact that this is an Operator and Access Provider Agreement.
5.14	Change to reflect differing means of obtaining weight information which may be as a result of details other than via a weighbridge.
6	Heading change to reflect additional content for this provision.
6.2	Grammar and context correction.
6.8 to 6.15	Clauses inserted to provide clarity around track occupations and reflect Operating Handbook notations.
7, 7.4 & 7.6	Change to reflect differing means of obtaining weight information which may be as a result of details other than via a weighbridge.
8.1	For reasons of safety Operators should be able to provide accurate information.
8.9	Change to provide greater clarity around who might conduct such an audit.
	Deletion of former 8.10. Limiting the number of potential audits has the potential to be contrary to safety requirements.
9.7.2	Change to wording in recognition of operations being undertaken outside Victoria.
9.8	Correction to reflect the fact that this is an Operator and Access Provider Agreement
14.8	Insertion to re-inforce importance of information being provided in the event of an incident.

Section	Detail of Change
14.11	Additional reference to “and any goods” to provide clarity around potential consequences of an incident.
17.16.3	Insertion to clarify the position of the Access Provider who is also a Passenger Franchisee which may suffer penalties as a result of delays caused by Operators.
19.9.3 & 19.12	Previous provisions provided uncertainty as to time in the event that a request for an extension of a Cure Period was made.
19.17	Grammar change which provides for same intent as in previous Agreement.
24.2	Changes to provide greater clarity to the clause.
Schedule 2 - Pricing	Updated to reflect proposed Arrangement.