

Note: This document still contains reference to Transnet and will be amended once the IM is fully established

INTERFACE MANAGEMENT AGREEMENT

CONCLUDED BETWEEN

[PROPRIETARY LIMITED

a company duly incorporated in accordance with the laws of South Africa ,in its capacity as a "Train Operator" (as defined hereinbelow) and hereinafter referred to as the "TOC"

AND

TRANSNET SOC LTD, a state-owned company duly incorporated in accordance with the laws of South Africa with Registration No. 1990/000900/30, acting through its operating division, TRANSNET FREIGHT RAIL, in its capacity as both a "Network Operator" and as the owner the "Network" (both as defined hereinbelow) and hereinafter referred to as the "**Infrastructure Manager**"

Signed at, on this day of 2024

INFRASTRUCTURE MANAGER

Signed at, on this day of 2024

TOC Representative

Contents

1. DEFINITIONS.....	3
2. SCOPE OF AGREEMENT	8
2.1. PREAMBLE.....	8
2.2. OBJECTIVE.....	8
2.3. COMMENCEMENT, VARIATION AND TERMINATION OF The AGREEMENT.....	8
2.4. REVIEW OF AGREEMENT	9
2.5. NOTICES AND DOMICILIA.....	9
2.6. LIAISON.....	9
2.7. SETTLEMENT OF DISPUTES	10
2.8. Adherence to PRESCRIBED TRAIN working rules and Rail safety directives.....	10
2.9. CO-OPERATION.....	10
3. SAFETY INTERFACE	11
3.1. SAFETY MANAGEMENT SYSTEM.....	11
3.2. MANAGEMENT OF CHANGES AND AMENDMENTS WHERE IT AFFECTS BOTH PARTIES.....	11
3.3. FIT FOR DUTY	12
3.3.1. THE TOC SHALL ENSURE THAT THE REQUIREMENTS OF SANS 3000-1 ARE COMPLIED with.	12
3.3.2. Training	12
3.3.3. Healthy employees	12
3.3.4. Discipline	12
3.3.5. Crew on Trains	13
3.3.6. Supervision regarding "safety critical" grades	13
3.3.7. Substance abuse	13
3.3.8. Other operating irregularities	13
3.4. TRAIN INTEROPERABILITY	13
3.5. TRAIN CONTROL.....	15
3.6. TRAIN WORKING STANDARDS AND PROCEDURES.....	16
3.6.1. Train Working Rules and Operating Instructions	16
3.6.2. Safe work procedures	16
3.6.3. Staging facilities	16
3.6.4. Marshalling activities	16
3.6.5. Security of Trains	16
3.6.6. Effective means of communication	16
3.6.7. Distribution and communication of amendments	16
3.7. MANAGEMENT OF ABNORMAL CIRCUMSTANCES.....	17
3.7.1. General	17
3.7.2. Reporting	17
3.7.3. Activation of emergency preparedness plan	17
3.7.4. Abnormal Circumstance Site Management	18
3.7.5. Abnormal Circumstance Site Clearance	18
3.7.6. Onsite Investigation in respect of an Abnormal Circumstance	18
3.7.7. Investigation in respect of an Abnormal Circumstance	19
3.7.8. Liability for Abnormal Circumstances	19
3.7.9. Media and Press Releases	20
3.8. DANGEROUS GOODS.....	20
3.8.1. Transport Of Hazardous Substances, Explosive Substances and Abnormal Loads	

CHAPTER 1

1. DEFINITIONS

Abnormal Circumstances	Any unplanned occurrence, event, accident or incident (including a serious incident) which causes loss of life and/or damage to property, contamination of the environment, disrupts or endangers normal train operations or is likely to threaten the aforementioned.
Accredited Training Courses	Training courses applicable to specific tasks which have been accredited by TETA (Transport Education Training Authority).
Agreed Services	Services as stipulated in the Rail Access Agreement.
Agreement	This safety interface management agreement, including all appendices hereto, each as may be amended from time to time in accordance with the provisions of clause.
Certification	The process of declaring an employee competent to perform his/her tasks.
Commencement Date	The meaning ascribed to it in the Commercial Agreement.
Commercial Agreement	The commercial agreement concluded or to be concluded by the Parties.
Competent	Having qualifications, knowledge, skills, attitudes, and capabilities required to function successfully in each job.
Contingency Plan or Emergency Plan	The Infrastructure Manager and the TOC's respective structured integrated plans outlining procedures and actions to be taken jointly by the Infrastructure Manager and the TOC in Abnormal Circumstances.
CTC	Centralised Traffic Control means the control from a single office, centre or signal cabin over the running of Trains and shunting movements in a signalled area which, as a rule, includes two or more interlocking areas and the limits of which are indicated by means of suitable boards
Emergency Command Centre or ECC	The facility selected by the Rail Incident Commander from which clearance operations will be controlled.
General Appendix	A book wherein all the general instructions pertaining to train movement authorisations are located. It provides guidance for the employees employed in the working of Trains.
Hazardous substances (Dangerous goods)	The commodities, substances and goods that can pose a significant risk to health and safety of persons or damage to property or the environment which are listed in the SANS 10228: 2012.

Infrastructure Manager	Transnet SOC Ltd acting a state-owned company duly incorporated in accordance with the laws of South Africa with Registration No. 1990/000900/30, acting through its operating division, TRANSNET FREIGHT RAIL, in its capacity as both a Network Operator and as the Owner the Network.
Infrastructure Tunnel	Consists of the track, civil, electrical traction, train control and telecommunications infrastructure.
Interface Management	As depicted in clause 4.5.6 of SANS 3000-1:2016.
Interface Management Committee	The forum comprising the CE of Transnet Freight Rail of the Infrastructure Manager and the Chief Executive Officer the TOC, and which has been established to undertake the functions and address the matters ascribed to it in terms of clause 2.6 below.
Network Operator	The Person or Persons who have the ultimate accountability for one or more of the following: <ol style="list-style-type: none"> 1. the safety of a network or part thereof including the proper design, construction, maintenance and integrity of the network; 2. ensuring compliance of Trains with the applicable standards of the network; or 3. for authorising and directing of the safe movement of Trains on the network.
Operating Instructions	Instructions issued by Operational and Technical Instructions department pertaining to train movement authorisations
Operating Tunnel	Land and structures, including the Infrastructure Tunnel and stations, on which the agreed services are provided. It includes all other services performed on platforms or stations to operate Trains and services such as electric power distribution, the overhead traction power supply, signal power supply, train control centres and related equipment, but does not include land beyond any structures and land up to the rail reserve, which is not required for providing the Agreed Services. Marshalling or staging yards and depots are also regarded as forming part of the Operational Tunnel. The bottom level of pedestrian bridges or structures (excluding overhead power supply equipment) over the operating tunnel forms the boundary of the Operating Tunnel.

Railway Reserve	Means an area of the land and associated vertical clearance along a railway line between the proclaimed boundaries, on which is found railway infrastructure elements including railway running lines, service lines, yards, sidings, stations, freight terminals, depots, other related facilities and parts of station precincts.
Operations Office	The office within the Infrastructure Manager or the TOC from which all train movements are planned, authorised, monitored and to which reports concerning Abnormal Circumstances are channelled.
Operators	A Network Operator, Train Operator and a Station Operator or a combination of two or three of them.
Parties	The Infrastructure Manager and the TOC the term "Party" means any one of them as the context indicates or requires.
Passenger	Person, other than the driver or crew of a train, who travels or intends travelling on a commuter, mainline, tourist or heritage passenger train and who is within a station precinct or on a train.
Person	A natural person, partnership, firm, corporation, joint stock company, trust, unincorporated association, joint venture, government body, limited liability company, close corporation, any sphere of government (including national, provincial, regional and local government, or organ of state) or any other legal entity which is considered a legal entity under the laws of South Africa or the country in which such an entity has been formed.
Personnel	The train drivers, train assistants, Train Control Officers, safety Personnel, and other persons employed or contracted by the TOC or the Infrastructure Manager.
POSMOR	Principles of Safe Movement of On Rail. These are principles adopted to guide, direct and regulate the safe movement of Trains.
Quarter	A period of 3 (three) consecutive months, the first such period commencing on the commencement date (or its anniversary) and "Quarterly" shall have a corresponding meaning
Rail Access Agreement	The rail access agreement concluded or to be concluded by the Parties.
Rail Incident Commander or RIC	The person identified, authorised, trained and certified by the Infrastructure Manager to take charge of clearance operations at the site at which the Abnormal Circumstance has occurred.

Rail Incident Officer or RIO	The person identified, authorised, trained and certified for onsite investigation and assist in clearance operation regarding department or discipline specific responsibilities.
Railway Safety Regulator or RSR	The Railway Safety Regulator established in terms of the RSR Act
Rolling Stock	A vehicle that can operate on a railway, irrespective of its capability of independent motion.
RSR Act	The National Railway Safety Regulator Act No. 16 of 2002.
RSR Regulations	The regulations issued from time to time in terms of the RSR Act.
Safe Working Procedures	A set of written instructions that identify the health and safety issues that may arise from the jobs and tasks that make up a system of work Set of rules regulating how various Personnel work in relation to each other to ensure safe operation of Trains●
Safety Permit	An operating permit required in terms of section 22 of the RSR Act
SANS 3000 [-1:2016]	The applicable series of South African National Standard for Railway Safety Management as issued by Standards South Africa, a division of the South African Bureau of Standards and as amended from time to time by the Railway Safety Regulator.
Scheduled and unscheduled Trains	A scheduled train runs according to the weekly train scheduled prepared and published by the Infrastructure Manager in accordance with the provisions in the Rail Access Agreement. All other Trains are, for the purpose of this document, considered as unscheduled.
Slot Access Fee	The fee payable by the TOC to the Infrastructure Manager in respect of the access to and use of the Network by the TOC.
Station	A facility for passengers to enter or leave a train, including railway passenger terminal and a passenger halt, may include facilities for passenger modal transfer and commercial activities forming part of the station, and includes any other place that may be prescribed, but excludes that part of the network running through the station.
Station Operator	A person in control of a station, and the management of a station.
Standard Operating Procedure	Accurate and detailed instructions to perform an activity. SOPs have the force of a directive, covering the activities of a process that require standardizing and controlling without loss of effectiveness.
Substance Abuse Policy	Transnet Substance Abuse Policy Reference TRGROUP01/2020 Version 3.
Telecommunication system	Wired or wireless electronic communication system for either voice or data used directly or in support of a train authorisation and control system, or for the provision of information related to train movements.

TOC	Proprietary Limited, a company duly incorporated in accordance with the laws of South African its capacity as a Train Operator.
Train	The meaning ascribed to it in the Rail Access Agreement.
Train Control Officer or TCO	The employee on duty in charge of, and responsible for the operation of signals and points and/or train control instruments at a station or signal cabin.
Train Operator	A Person or Persons who have ultimate accountability for: <ol style="list-style-type: none"> 1. the safe movement of Trains on a network; 2. safety and integrity of Trains; and 3. safety of freight or Persons being conveyed.
Train Working Rules	Rule Book modules that set out the requirements for staff involved in the general day to day operations in the preparation and movement of Trains.
Transnet Freight Rail	The operating division of Transnet SOC Ltd responsible for train, network and station operations.

CHAPTER 2

2. SCOPE OF AGREEMENT

2.1. PREAMBLE

- 2.1.1. To meet the requirements of the RSR Act and associated legislative measures, Railway Operators are required to enter into an Interface Agreement with other Operators (including a TOC) in instances where their respective operations are interfacing. This Agreement is compiled in accordance with SANS 3000-2-6 and clause 5.1.1 of SANS 3000-1.
- 2.1.2. This Agreement governs the safe working methods and procedures for the governance of the operational relationship between the Parties
- 2.1.3. TOC and the Infrastructure Manager at the interface level to ensure the safe running of Trains.
- 2.1.4. This Agreement describes the operating and maintenance standards, procedures and the interface locations and specifies the interface requirements for safe railway operations and interoperability.
- 2.1.5. The Infrastructure Manager is a Train Operator with the main responsibility to ensure safe movement on rail infrastructure in accordance with SANS 3000-1:2016 requirements. The TOC is a train operator with the main responsibility to ensure safe movement on rail in accordance with SANS 3000-1:2016 requirements.
- 2.1.6. The TOC shall individually apply to the RSR to obtain Safety Permits to be a train operator.
- 2.1.7. The Infrastructure Manager operates freight train services and tourist train services on rail infrastructure that belong to the Infrastructure Manager and PRASA Rail respectively.

2.2. OBJECTIVE

- 2.2.1. The objective of this Agreement is to ensure safety and interoperability at interfaces.

2.3. COMMENCEMENT, VARIATION AND TERMINATION OF THE AGREEMENT

- 2.3.1. This Agreement shall commence on the Commencement Date .
- 2.3.2. This Agreement shall automatically be renewed if the Commercial Agreement is similarly renewed.
- 2.3.3. The Parties agree that notwithstanding anything to the contrary contained herein, this Agreement shall terminate, unless mutually extended by the Parties, upon the expiry, cancellation or termination of the Commercial Agreement for any reason.
- 2.3.4. This Agreement may only be amended with the consent of both Parties and such amendments shall not be of any force or effect unless reduced to writing and signed by both Parties.

- 2.3.5. Notwithstanding the foregoing provisions, in the event of either Party committing a breach of any of the material provisions to this Agreement, it shall be reported immediately to the Interface Management Committee. Failure to remedy such breach within 30 (thirty) days, after having received written notice by the other Party setting out the details of the said breach and calling for a remedy thereof, will entitle the aggrieved Party to claim specific performance of the relevant provisions of this Agreement, it being agreed that neither Party shall be entitled to terminate this Agreement for breach.
- 2.3.6. In addition to the aggrieved Party's right to claim specific performance in terms of clause 2.3.5, such Party may also claim damages which it may have incurred as a result of a breach of a material provision of this Agreement as envisaged in clause 2.3.5, provided that, notwithstanding anything to the contrary contained in this Agreement, no Party shall be liable to the other for any consequential, special or indirect damages, losses and/or other claims (whether in contract, delict or on any other legal basis) arising from or in connection with any breach of this Agreement.

2.4. REVIEW OF AGREEMENT

- 2.4.1. This Agreement shall be reviewed whenever there are changes that impact the railway interface between the Parties, provided that this Agreement shall be reviewed at least every 12 (twelve) months as from the commencement date referred to in clause 2.3.1 above.
- 2.4.2. Evidence of such a review must be provided within 1 (one) month of the conclusion of the review by either signing a new safety interface management agreement or attaching as an appendix a signed addendum either to this Agreement or to a certificate that states that this Agreement was reviewed and that no amendments are required.

2.5. NOTICES AND DOMICILIA

- 2.5.1. The Parties choose the following addresses as their respective *domicilia citandi et executandi*:

THE INFRASTRUCTURE MANAGER	TOC
Physical address:	Physical address:
Inyanda House 2 15 Girton Road Parktown	
E-mail:	E-mail:
Attention:	Attention:

2.6. LIAISON

- 2.6.1. The Interface Management Committee shall be responsible for all communications and negotiations in connection with this Agreement.

- 2.6.2. The Parties undertake to hold regular meetings or at least Quarterly in respect of this Agreement at such times and venues as shall be agreed upon by the Parties. The Infrastructure Manager and the TOC's representatives or their alternates shall attend such meetings.
- 2.6.3. Any proposed change, amendment or alteration to this Agreement shall be submitted to the Interface Management Committee, in writing. Any such change, amendment or alteration submitted shall specify whether the change, amendment or alteration may influence the Slot Access Fee (including additional charges, if applicable) , or the actual access arrangements or transport services themselves. Any such change, amendment or alteration requires the agreement of both Parties in writing prior to implementation.

2.7. SETTLEMENT OF DISPUTES

- 2.7.1. Any dispute or difference relating to this Agreement or arising out of or in connection with this Agreement shall be:
- 2.7.1.1. regarded as an "Expert Dispute", as defined in the Rail Access Agreement; and
 - 2.7.1.2. dealt with in accordance with the applicable dispute resolution processes and procedures for Expert Disputes, as set out in the Rail Access Agreement.
- 2.7.2. This agreement to arbitrate shall be enforceable in, and judgment upon any award may be entered in any court with competent jurisdiction. These provisions shall not prevent any party to approach any court with competent jurisdiction to obtain timely injunctive or other relief in cases of urgency.

2.8. ADHERENCE TO PRESCRIBED TRAIN WORKING RULES AND RAIL SAFETY DIRECTIVES

- 2.8.1. The Infrastructure Manager's Train Working Rules as set out in General Appendix [No: 6 Part 1] including the Operating Instructions contained therein and the Rail Safety Directives are to be applied on the Network where both the Infrastructure Manager and the TOC control Trains.
- 2.8.2. The Parties shall consult and agree, in writing, to any changes to the above-mentioned Train Working Rules.

2.9. CO-OPERATION

- 2.9.1. The Parties undertake to co-operate and consult with one another in good faith regarding the alleviation of any hardship which may be occasioned to either Party because of unforeseen circumstances arising from the execution of this Agreement. The Parties shall support each other in performance of all such actions and taking of all such steps as may be open to them and necessary for the execution and maintenance of this Agreement.

CHAPTER 3

3. SAFETY INTERFACE

3.1. SAFETY MANAGEMENT SYSTEM

- 3.1.1. The Infrastructure Manager and the TOC will prepare, implement and maintain the necessary standards, systems, processes and procedures, which provide for safe railway operations. Each Party shall have the right to request relevant rail safety related information from the other Party solely for the purpose of ensuring that safety is not compromised in the event of any changes to a Party's operations.
- 3.1.2. The Infrastructure Manager must provide at least 30 (thirty) days prior written notice to the TOC before effecting any structural or other alterations to any facility and/or infrastructure within the Network that may affect the safety of the staff, and/or assets of the TOC.
- 3.1.3. The common essential requirements are addressed in this Chapter 3 and both the Infrastructure Manager and the TOC agree on immediate communication in terms of any changes to the agreed upon standards as necessitated by SANS 3000-1:2016 and any determination or regulations issued by the RSR under the RSR Act.
- 3.1.4. The Infrastructure Manager and the TOC shall have the responsibility to inform the other Party, as soon as reasonably possibly, of the receipt of any notice(s) to it related to its non-compliance issued by the RSR.

3.2. MANAGEMENT OF CHANGES AND AMENDMENTS WHERE IT AFFECTS BOTH PARTIES

3.2.1. Train Operating Systems, Standards and Procedures

- 3.2.1.1. The Infrastructure Manager and the TOC agree that the Train Working Rules, General Appendix and Operational Circulars will be applied. The TOC shall be informed, by means of written notice, of any changes to the Train Working Rules, General Appendix and Operational Circulars. .

3.2.2. Method of Train Operations

- 3.2.2.1. Any change by the TOC of its operating and maintenance methods, procedures and/or systems for the operation of its Trains (including, without limitation, methods, procedures and/or systems relating to emergency operations and/or the planned repair, replacement and/or upgrade of the TOC's Trains), must be agreed by the Parties in writing . Where any such change requires additional training, the TOC shall be liable for the training costs for its Personnel.

3.2.3. Technology and Equipment

- 3.2.3.1. Before any changes to the technology and/or equipment used by the TOC is effected or implemented, such proposed changes shall only be affected with the prior written consent (taking into consideration the risk assessment and adequacy of mitigation plans) of the Infrastructure Manager.

3.2.4. Technical Procedures and Standards

- 3.2.4.1. The TOC shall ensure that the Train Working Rules, General Appendix, Operational Circulars, Technical standards and special notices are adhered to. Changes to these instructions shall be communicated to the TOC by the Infrastructure Manager.

3.3. FIT FOR DUTY

- 3.3.1. THE TOC SHALL ENSURE THAT THE REQUIREMENTS OF CLAUSE [6●] OF SANS 3000-4 ARE COMPLIED with.

3.3.2. Training

- 3.3.2.1. The TOC Personnel will be subjected to and obey all relevant Train Working Rules, General Appendix and Operational Circulars.
- 3.3.2.2. The TOC will ensure that only competent and certified Personnel will be allowed to operate its Trains. Only Accredited Training Courses shall be used to determine whether the TOC's Personnel may be certified as competent to carry out their duties.
- 3.3.2.3. The TOC shall be responsible for the training of its own Personnel in accordance with the provisions of the Rail Access Agreement
- 3.3.2.4. Training shall be of such a nature that TOC's Trains are handled safely over the Network. The TOC shall ensure that only a duly authorised person shall travel in the driver's cab (foot plate) of a train.
- 3.3.2.5. Training of the TOC's Personnel shall include road knowledge as prescribed by the respective route management. This includes the minimum number of trips prescribed to gain sufficient road knowledge of a particular route/s.

3.3.3. Healthy Employees

- 3.3.3.1. The TOC shall comply with the requirements of SANS 3000-4 to ensure that all the "safety critical" grades are fit for duty, including *inter alia*:
- 3.3.3.1.1. fit and proper Personnel should be employed;
- 3.3.3.1.2. annual medical surveillance must be implemented; and
- 3.3.3.1.3. daily fit for duty declarations must be conducted.
- 3.3.3.2. The TOC must ensure that the requirements of all applicable laws of the Republic of South Africa, including the requirements set out in the Basic Conditions of Employment Act 75 of 1997, in relation to regulation of working hours are adhered to, to minimise Personnel fatigue.

3.3.4. Discipline

- 3.3.4.1. Each Party is responsible for disciplining its own Personnel. Each Party shall handle disciplinary steps internally. Should the Personnel of the TOC transgress the Train Working Rules, General Appendix and Operational Circulars and/or standards that are referred to in this Agreement and/or any provisions of the RSR Act or the RSR Standards, the Infrastructure Manager shall notify the TOC and provide it with all relevant details so that the necessary disciplinary steps can be taken. Once such disciplinary steps have been taken, the TOC shall provide a report to the Infrastructure Manager setting out the details of the relevant disciplinary decision.

Such report shall be furnished within [●] Business Days from the date on which the TOC delivers its final decision in respect of the relevant Personnel.

3.3.5. **Crew on Trains**

3.3.5.1. The TOC agrees to arrange its own shift change and associated relief arrangements for train Personnel.

3.3.5.2. Any changes to the requirements for the manning of Trains that are proposed by the TOC shall be subject to the prior written approval of the Infrastructure Manager.

3.3.6. **Supervision Regarding "Safety Critical" Grades**

3.3.6.1. The TOC recognises that in the interest of safety, supervisory functions can be performed by the Infrastructure Manager in relation to the TOC's Personnel.

3.3.6.2. The Infrastructure Manager or Corridor Management may carry out train speed checks on the TOC's Trains on a sample basis with the aid of speed checking apparatus. The type of apparatus used must be calibrated in accordance with prescribed standards. The TOC must make its Personnel aware of the procedures for speed checking measurements.

3.3.7. **Substance Abuse**

3.3.7.1. The TOC shall comply with the provisions of the Infrastructure Manager's Substance Abuse Policy.

3.3.7.2. The Infrastructure Manager shall have the right, at any time, to test the TOC's Personnel for substance abuse, without the need to give any advanced notice of such intention.

3.3.8. **Other Operating Irregularities**

3.3.8.1. Both Parties acknowledge that if any other operating irregularities occur the Party concerned is responsible for instituting corrective actions within its area of responsibility. Such irregularities must be discussed at the meetings of the Interface Management Committee meetings to ensure that corrective actions are taken and that the desired safety levels are achieved.

3.3.8.2. The TOC acknowledges and agrees that Infrastructure Manager may remove any of its Personnel from normal duties if any such Personnel is suspected of any violation of any of the Infrastructure Managers standards, where applicable. The TOC is responsible for organising relief Personnel.

3.4. **TRAIN INTEROPERABILITY**

3.4.1. The TOC shall ensure that its Trains comply with the Infrastructure Manager's requirements and specifications as set out in the Rail Access Agreement, both before and whilst it operates its Trains on the Network.

- 3.4.2. The TOC shall ensure that its Trains have all the necessary communication technology that is compatible with the Centralised Traffic Control (CTC) communication technology.
- 3.4.3. The TOC shall ensure that its Trains are fitted with technology aligned with the Infrastructure Manager's technology deployed on the network to be traversed, such as for identification of vehicles and Trains.
- 3.4.4. The TOC shall ensure that its Trains and the length of any train which it is entitled to run on the Network shall not exceed the prescribed parameters of the crossing facilities, station, turnouts and curves.
- 3.4.5. The TOC shall ensure that its Trains maximum weight capacity ton per axle of its Trains shall be aligned with the maximum allowable weight as set out in the Rail Access Agreement.
- 3.4.6. The TOC shall undertake all necessary assessments to determine the number of locomotive(s) which is required to safely haul the maximum loaded number of wagons and the required braking capacities for the relevant route. Such assessment shall be submitted to the Infrastructure Manager for authorisation.
- 3.4.7. All the TOC's rolling stock shall have a valid weighbridge certificate, as a requirement for entry onto the Network.
- 3.4.8. The TOC shall ensure that it has mechanisms or processes to prevent overloading and skew loading of its Trains.
- 3.4.9. The TOC shall ensure that its Trains have all the necessary technology required to, always, record train completeness or be supplied with train side markers and end markers.
- 3.4.10. The technical interface design compliance requirements for rolling stock interfacing with Transnet Freight Rail owned rolling stock and/or infrastructure shall be proven (by means of technical documentation and/or physical tests) during scheduled technical compliance reviews with Transnet Freight Rail based on the minimum technical requirements for privately owned rolling stock according to the following specifications:

Table 1 : ROLLING STOCK COMPATIBILITY

Specification Number	Relevance	Specification title
BBD 8678	Privately owned wagons (regular and cross border operation)	Privately owned wagons interface with Transnet Freight Rail rolling stock and infrastructure
BBG 8440	Privately owned wagons (once-off transfer in empty condition)	Once off transfer interface requirements for privately owned wagons interfacing with Transnet Freight Rail rolling stock and infrastructure
BBH 0359	Privately owned coaches (regular and cross border operation)	Privately owned passenger coaches interface with Transnet Freight Rail rolling stock and infrastructure
BBH 3865	Privately owned locomotives (once-off transfer in dead condition)	Once off transfer interface requirements for privately owned locomotives interfacing with

3.5. TRAIN CONTROL

3.5.1. Train Control Systems

A Colour Light System of train control is utilised on the Container Corridor main line to control train movements.

Table 2.1 : TRAIN CONTROL SYSTEMS

<u>DURBAN TO REEF</u>		
CTC Location	Control Area	Control Method
Durban	Pietermaritzburg - Booth Durban Complex (incl. North and South Coast) - Boughton	CS90 Colour Lights VDU Track Warrant & CS90 Colour Lights
Danskraal	Boughton – Pepworth	CS90 Colour Lights
Newcastle	Elandslaagte - Vooruitsig	CS90 Colour Lights
Standerton	Sandspruit – Mapleton	CS90 Colour Lights
Union	Rooikop - Union Nataalspruit – Randwater	CS90 Colour Lights CS90 Colour Lights

Table 2.2: TRAIN CONTROL SYSTEMS

<u>REEF TO EAST LONDON</u>		
CTC Location	Control Area	Control Method
Leeuhof	Kliprivier – Leeustroom	CS90 Colour Lights
Kroonstad	Koppies – Westleigh Jordaan – Kroonstad – Theron	Single Man Cabin (local Station Control) CS90 Colour Lights

Bloemfontein	Theunissen – Bloemfontein – Springfontein	CS90 Colour Lights
East London	Valleydora – Southdown Blaney – East London	VDU Track Warrant CS90 Colour Lights

3.6. TRAIN WORKING STANDARDS AND PROCEDURES

3.6.1. Train Working Rules and Operating Instructions

3.6.1.1. Safe operations on the Network is managed by the application of Train Working Rules and General Appendix and Rail Directives. All TOCs operating on the Network are obligated to comply with such rules and directives. The rules and directives are based on POSMOR.

3.6.2. Safe Work Procedures

3.6.2.1. The Safe Work Procedure is developed for the yard or siding for the regulation of safe movement of Trains.

3.6.3. Staging Facilities

3.6.3.1. The TOC is responsible for safeguarding all its Trains in the Infrastructure Manager's sections and yards, as the case may be, in accordance with the applicable Train Working Rules, General Appendix and Operational Circulars.

3.6.4. Marshalling Activities

3.6.4.1. The Infrastructure Manager shall be responsible for the safe marshalling of all Trains in its yard according to the Yard Safe Working Procedure

3.6.4.2. A Safe Working Procedure for the yards shall be developed or reviewed to prescribe the handover process between the parties.

3.6.5. Security of Trains

3.6.5.1. The TOC takes the responsibility for the safety of its own assets (including its Trains and cargo) whilst within the Network.

3.6.6. Effective Means of Communication

3.6.6.1. The TOC shall use the approved and regulated systems (including trunking radio, open channel radio, approved cell phones and landlines) as means of communication between its Personnel and Train Control Officers in respect of the movement of its Trains.

3.6.7. Distribution and Communication of Amendments

3.6.7.1. The Rules, Instructions and Procedures referred to herein as well as any other applicable rules, instructions and procedures, as amended from time to time, shall be communicated and made available to the TOC.

- 3.6.7.2. Any amendments to the train control systems, Train Working Rules, General Appendix and the Operational Circulars as well as the Safe Work Procedures will be dealt with in accordance with the provisions of clause 3.2 above.

3.7. MANAGEMENT OF ABNORMAL CIRCUMSTANCES

3.7.1. General

- 3.7.1.1. The Infrastructure Manager shall be responsible for the activation of its Emergency Plan. This includes the appointment of the Rail Incident Commander to manage and co-ordinate on-site activities.

- 3.7.1.2. Efficient and prompt action in the case of accidents and other emergencies is of utmost importance.

3.7.2. Reporting

- 3.7.2.1. The TOC and its Personnel must report all rail related Abnormal Circumstances to the CTC and or OCC immediately.

- 3.7.2.2. All Abnormal Circumstances on the Infrastructure Manager's property must immediately be reported to the CTC or OCC.

- 3.7.2.3. The following procedures must be followed in all instances when incidents occur:

- 3.7.2.3.1. any employee of the Infrastructure Manager or the TOC, who notices or witnesses an incident on the Infrastructure Manager's property must report it to the CTC and or the OCC as soon as possible;

- 3.7.2.3.2. all incidents must be registered, and regular updates given to the relevant CTC, OCC and or Operating Office;

- 3.7.2.3.3. in the case of an accident where Hazardous Substances are involved, the relevant clauses in Section 1013 of the General Appendix must be adhered to.

- 3.7.2.4. subject to the provisions of the Rail Access Agreement, the Infrastructure Manager shall be responsible for clearing-up operations in respect of an Abnormal Circumstance which involves Hazardous Substance(s) and the rehabilitation of the environment. Particulars of the nature of the Hazardous Substance inclusive of a material safety data sheet where possible, and the train involved must be provided to CTC and or OCC as soon as possible after such an Abnormal Circumstance has occurred; and

- 3.7.2.4.1. if the TOC's Trains are involved in an incident or the running of their Trains can be influenced, when an incident occurs on the Infrastructure Manager's property, the relevant CTC or OCC must immediately notify the relevant TOC's Operations Office.

3.7.3. Activation of Emergency Preparedness Plan

- 3.7.3.1. The Infrastructure Manager's Emergency Plan must be reviewed to integrate the TOCs'.

- 3.7.3.2. The CTC controlling the relevant section of the Network is responsible for the activation of the relevant officials as per the activation list, which list shall include the details of the authorised representatives of the TOCs.
- 3.7.3.3. Local Authorities and Emergency Services shall be activated as per the Emergency Plan. The costs for such services shall be regulated in terms of the Commercial Agreement.
- 3.7.3.4. To be prepared for any emergency, joint practical simulation and desktop exercises in respect of the relevant route, shall be undertaken and executed at least every 12 (twelve) months and the first one must take place within 6 (six) months from the Commencement Date.
- 3.7.3.5. Any gaps identified during the aforementioned exercises, must be addressed by all Parties involved and implementation of corrective measures shall be jointly monitored.

3.7.4. **Abnormal Circumstance Site Management**

- 3.7.4.1. The Infrastructure Manager shall manage the site where the Abnormal Circumstance occurred.
- 3.7.4.2. Access to the site where the Abnormal Circumstance occurred shall be managed by the Rail Incident Commander assisted by a Security Service Provider appointed by the Infrastructure Manager.
- 3.7.4.3. The RIC will be responsible for coordination of all the TOC and Infrastructure Manager's Personnel activities (Rail Incident Officials) on site.

All Parties must ensure that Rail Incident Officials deployed to sites where an Abnormal Circumstance occurred, understand railway operations and railway safety risks pertaining to the site.

- 3.7.4.4. The RIC will ensure that onsite investigation is done as soon as reasonably possible after the Abnormal Circumstance occurred.

3.7.5. **Abnormal Circumstance Site Clearance**

- 3.7.5.1. The Infrastructure Manager will be responsible for arranging the clearance or emergency teams, unless otherwise agreed upon between the Parties.
- 3.7.5.2. The clearance and/or emergency teams must be identified in the specific Emergency Plan.
- 3.7.5.3. Emergency Trains, cranes, trolleys and other emergency vehicles, where applicable, will be provided by the Infrastructure Manager to enable safe and efficient clearance at the scene of the accident.
- 3.7.5.4. The costs for such services shall be regulated in terms of the Commercial Agreement.

3.7.6. **Onsite Investigation in respect of an Abnormal Circumstance**

- 3.7.6.1. The onsite investigation team will comprise of all the appointed RIOs who responded from various departments within the Infrastructure Manager including the relevant TOCs.
- 3.7.6.2. The investigation team will identify evidence on site and preserve it for further investigation.
- 3.7.6.3. RIOs will provide their reports to the RIC for record keeping as soon as reasonably possible after the conclusion of the investigations.
- 3.7.6.4. The RIC will compile the written report and submit same to the Infrastructure Manager (OCC) for distribution to relevant stakeholders.
- 3.7.6.5. The report to be submitted as evidence in the Line Investigation.

3.7.7. **Investigation in respect of an Abnormal Circumstance**

- 3.7.7.1. The investigation in respect of an Abnormal Circumstance will be conducted in accordance with the TIMS Occurrence Management and Non-conformance procedure.
- 3.7.7.2. The Infrastructure Manager will constitute a joint occurrence investigation team.
- 3.7.7.3. The Infrastructure Manager shall arrange and lead the joint investigations. Reports relating to investigation in respect of the Abnormal Circumstance shall be made available to all parties concerned.
- 3.7.7.4. The objective of the investigation in respect of an Abnormal Circumstance shall be to establish any immediate and root causes of such Abnormal Circumstance with a view to prevent any recurrence, mitigate damage, and improve and sustain safe railway operations.
- 3.7.7.5. The costs for such services shall be regulated in terms of the Commercial Agreement.

3.7.8. **Liability for Abnormal Circumstances**

- 3.7.8.1. To the extent that the Infrastructure Manager incurs any cost in respect of an Abnormal Circumstance which is caused by or attributed to any actions or omissions of the TOC or its Personnel, such costs shall be recoverable by the Infrastructure Manager from the TOC.
- 3.7.8.2. The TOC shall secure and maintain adequate insurance in accordance with the terms of the Rail Access Agreement.
- 3.7.8.3. The TOC must always have a valid Letter of Good Standing from the Compensation Commissioner appointed in terms of section 2 of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
- 3.7.8.4. The Parties agree that all cost implications regarding damage caused as a result of an Abnormal Circumstance be passed on to the appropriate party/ies as soon as possible to ensure that insurance claims are expedited.

3.7.8.5. Without detracting from the generality of clause 3.7.8.1, where an Abnormal Circumstance is caused or contributed to by the negligence of the TOC, the TOC shall be liable for all the direct costs incurred in respect of the Abnormal Circumstance.

3.7.8.6. The direct costs in respect of the Abnormal Circumstance includes but not limited to:

3.7.8.6.1. replacement of Rail infrastructure and Rolling stock;

3.7.8.6.2. fire response teams;

3.7.8.6.3. recovery machinery and breakdown teams;

3.7.8.6.4. site establishment costs;

3.7.8.6.5. clearing of spillages and rehabilitation of polluted environment (dangerous goods / hazardous commodities); and

3.7.8.6.6. investigation team operational costs

3.7.9. **Media and Press Releases**

3.7.9.1. If it is necessary to issue releases to the media at the scene of the incident, the Rail Incident Commander, in collaboration with the relevant Marketing and Communication Department or designated Media Spokesperson of the Infrastructure Manager, in accordance with the Transnet SOC Ltd Media Policy, shall follow the procedure below:

3.7.9.1.1. the Rail Incident Commander must set up a media post close to the Emergency Control Centre and ensure that clearance and/or emergency teams regularly report to him so that he can inform the relevant Media Spokesperson accordingly.

3.7.9.1.2. the relevant Media Spokesperson collects all the necessary information and obtains approval from the Rail Incident Commander and the Infrastructure Manager, before any information is made available to the media; and

3.7.9.1.3. this information as well as the identity of the Media Spokesperson must be communicated to the Infrastructure Manager (OCC) and the TOC's Operating Office.

3.8. **DANGEROUS GOODS**

3.8.1. **Transportation Of Hazardous Substances, Explosive Substances and Abnormal Loads**

3.8.1.1. The Infrastructure Manager and the TOC must conduct a risk assessment annually to determine the route risk profile.

3.8.1.2. Training guidelines for Hazardous Substance Trains will be provided by the TOC to its Personnel involved in the conveyance of Hazardous Substances.

3.8.1.3. Planning and running of Hazardous Substance Trains to include the following:

3.8.1.3.1. Trains with explosives and commodities: Secrecy of timing;

- 3.8.1.3.2. Codes and process mapping: Workshop – mapping transfer of SANS 10228: 2012;
 - 3.8.1.3.3. Precautionary measures (Documented);
 - 3.8.1.3.4. Joint emergency planning and procedures;
 - 3.8.1.3.5. Labels with HAZCHEM on wagons and tankers; and
 - 3.8.1.3.6. Emergency numbers to call.
- 3.8.1.4. All legal requirements, protocols and safety standards must be observed by the relevant role-players.